

INTERGOVERNMENTAL AGREEMENT

An Agreement between the **City of Prineville** (“City”) and **Crook County, Oregon**, (“County”) regarding management and maintenance of a portion of Main Street, maintenance responsibility and use of equipment for county roads and city streets.

RECITALS:

- A. Pursuant to ORS 190.010 local governments are authorized to enter into intergovernmental agreements.
- B. The east half of north Main Street between Peters Road, milepost 1.175 station 62+04, and milepost 1.535 station 81.05 is within the city limits of Prineville. The west half of that portion of North Main Street between Peters Road and milepost 1.535 station 81.05 is not within the city limits of Prineville. That portion of North Main Street from Peters Road north to milepost 1.535 station 81.05 is hereinafter referred to as the “Road Portion” and is under the jurisdiction of Crook County.
- C. The City of Prineville has approved a subdivision within the city limits and adjacent to the Road Portion.
- D. County and the City have different standards for road improvements.
- E. In order to provide street improvements that are consistent with nearby subdivisions within the Prineville city limits and to provide sidewalks for pedestrian safety, the road improvement standards used on Main Street adjacent to the subdivision should be those of the City rather than the County.
- F. Until the west half of the Road Portion is annexed into the City, the City cannot have jurisdiction of the Road Portion.
- G. The parties desire to enter into this Agreement to allow the Road Portion to be managed by City and subject to City street standards and also authorize agreements between the County’s Road Department and the City’s Public Works Department on maintenance responsibility for other county roads and city streets and use of equipment owned by City and County.

BASED UPON the above Recitals and in consideration of the following covenants the parties agree as follows:

- 1. City shall be solely and exclusively responsible for the maintenance, improvement, construction, and repair of the entire width of the Road Portion to City’s street standards.
- 2. Regarding that portion of the road which lies within the Prineville city limits, any improvements or modifications to the Road Portion or for access onto the Road Portion shall be subject to City’s street standards.

3. County's Road Department and City's Public Works Department may trade maintenance responsibilities for roads and streets within City jurisdiction and roads within County jurisdictions as such departments may agree.

4. City may loan equipment used by City's Public Works Department to County's Road Department and County's Road Department may loan equipment used by County's Road Department to City's Public Works Department as agreed upon by such departments.

5. That part of this Agreement dealing with the management of the Road Portion shall terminate upon the jurisdiction of the road being transferred by County to City. Such jurisdiction will transfer from the County to the City upon annexation of the west half of the Road Portion into the Prineville city limits. At such time as the City initiates any subsequent annexation process, the City agrees to annex into the city limits the west half of the Road Portion.