

**RESOLUTION NO. 1348  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AMENDMENT 2 TO INTERGOVERNMENTAL  
AGREEMENT for MANAGEMENT OF THE CROOK COUNTY/ PRINEVILLE  
AIRPORT**

**Whereas**, the City of Prineville (“City”) and Crook County (“County”) are parties to that certain Intergovernmental Agreement (“Agreement”) effective September 23, 2011, for City to provide services with respect to management of the Crook County/Prineville Airport (hereinafter “the Airport”), originally set to expire on June 30, 2016; and

**Whereas**, the duration of the Agreement was extended by Extension Agreement (hereinafter “Amendment 1”), and is now set to expire on June 30, 2021; and

**Whereas**, the parties are currently engaged in an application process with the United States Forest Service (USFS), proposing that the Airport be used as a helibase for USFS fire suppression, emergency management, and public safety services (hereinafter “Helibase Project”) and

**Whereas**, a component of the Helibase project is a multi-million dollar loan, the terms of which have not been finalized, to acquire the funds for certain planned capital improvements at the Airport; and

**Whereas**, in the event that the borrowed funds are insufficient to cover the costs of the capital improvements, the parties wish to memorialize the responsibility for any budget shortfalls; and

**Now, Therefore**, the City of Prineville resolves as follows:

1. The Amendment 2 to Intergovernmental Agreement for Management of the Crook County/Prineville Airport attached to this Resolution is approved and that the Mayor is authorized to sign such Agreement on behalf of the City.

Approved by the City Council this \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
Betty J. Roppe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

**AMENDMENT 2 to  
INTERGOVERNMENTAL AGREEMENT for  
MANAGEMENT OF THE CROOK COUNTY/PRINEVILLE AIRPORT**

This Amendment 2, effective as of February 9, 2018, is by and between the City of Prineville, a municipal corporation of the State of Oregon, hereinafter referred to as “City,” and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as “County.”

WITNESSETH

**WHEREAS**, the parties hereto executed an Intergovernmental Agreement effective September 23, 2011, for City to provide services with respect to management of the Crook County/Prineville Airport (hereinafter “the Airport”), originally set to expire on June 30, 2016; and

**WHEREAS**, the duration of the Intergovernmental Agreement was extended by Extension Agreement (hereinafter “Amendment 1”), and is now set to expire on June 30, 2021; and

**WHEREAS**, the parties are currently engaged in an application process with the United States Forest Service, proposing that the Airport be used as a helibase for USFS fire suppression, emergency management, and public safety services (hereinafter “the Helibase project”); and

**WHEREAS**, a component of the Helibase project is a multi-million dollar loan, the terms of which have not been finalized, to acquire the funds for certain planned capital improvements at the Airport; and

**WHEREAS**, in the event that the borrowed funds are insufficient to cover the costs of the capital improvements, the parties to the Intergovernmental Agreement wish to memorialize the responsibility for any budget shortfalls.

AMENDMENT TERMS

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **Incorporation of Recitals:** The above recitals are incorporated into and made a part of this Amendment 2, as contractual terms and not mere recitals.
2. **Reaffirmation of Intergovernmental Agreement:** Except as modified by this Amendment 2, all terms and conditions of the Intergovernmental Agreement and Amendment 1 are reaffirmed and in full force and effect.
3. **Counterparts:** This Amendment 2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic

transmittals of signed documents shall be binding as though they were an original as such signed document.

4. Helibase Project Budget Shortfall: City and County agree that in the event that the funds budgeted to pay for the proposed capital improvements as part of the Helibase Project application are insufficient to pay for the completion of those improvements, City and County will contribute equally to cover the shortfall. The parties will meet as soon as is reasonably practicable after the shortfall becomes known to discuss in good faith how to minimize the shortfall. In no event will either party allow its portion of the shortfall to remain unpaid such as would lead to the accumulation of late fees.

**IN WITNESS WHEREOF**, The parties have executed this Amendment 2 as of the dates below and agree that this Amendment shall be attached to the Intergovernmental Agreement.

CROOK COUNTY COURT

CITY OF PRINEVILLE

\_\_\_\_\_  
Seth Crawford, County Judge

\_\_\_\_\_  
Betty J. Roppe, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Brummer, County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Barney, County Commissioner

\_\_\_\_\_  
Date