

**RESOLUTION NO. 1137**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
REGARDING OREGON HIGHWAY 126, POWELL BUTTE  
CORRIDOR REFINEMENT PLAN**

WHEREAS, the City of Prineville (hereinafter "City"), Crook County (hereinafter "County"), and the State of Oregon Department of Transportation (hereinafter "ODOT") have negotiated an Agreement titled "Intergovernmental Agreement Crook County, The City of Prineville Hwy 126 Corridor Refinement Plan" ODOT miscellaneous contracts and Agreement No. 26636 for the preparation of a facility plan for improvement and management options for the intersection areas of the Powell Butte Highway, the Powell Butte rural service community area, the Tom McCall/Millican Road intersection area, and the Y on the west side of the City;

WHEREAS, by City Resolution No. 1135 such Intergovernmental Agreement has been passed by the City Council; and

WHEREAS, as part of the facility plan, County is to pay \$200,000 to ODOT; and

WHEREAS, City and County have negotiated an Intergovernmental Agreement that provides that City will repay its \$100,000 portion of the \$200,000 paid by County to ODOT by making \$50,000 annual payments to County; and

WHEREAS, a copy of such Intergovernmental Agreement between City and County is attached to this Resolution; and

WHEREAS, City staff believe it is in the best interests of City to enter into the Intergovernmental Agreement with County regarding the funding of the facility plan;

NOW, THEREFORE, it is hereby resolved that the City of Prineville approves the attached Intergovernmental Agreement between City and County and authorizes the Mayor and City Manager to sign the Intergovernmental Agreement and to take the necessary steps to carry out the terms of the agreement.

Passed by the City Council this 8<sup>th</sup> day of June, 2010.

Signed by the Mayor this 8<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
Mike Wendel, Mayor

ATTEST:

  
\_\_\_\_\_  
Steve Forrester, City Manager/Recorder

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL Agreement is made this 2<sup>nd</sup> day of June, 2010, between **Crook County**, a political subdivision of the State of Oregon (hereinafter "County") and the **City of Prineville**, an Oregon municipal corporation (hereinafter "City"). County and City are collectively referred to as "Parties" and separately as a "Party."

### RECITALS:

- A. The Parties are negotiating with State of Oregon Department of Transportation (hereinafter "ODOT") to develop a facility plan for Oregon Highway 126, Powell Butte corridor (hereinafter "Facility Plan").
- B. As a condition to developing such Facility Plan ODOT is to be paid \$200,000 by the Parties.
- C. The Parties desire to enter into an agreement regarding the funding of the Facility Plan.
- D. The Parties have authority to enter into this Intergovernmental Agreement pursuant to ORS 190.010.
- E. Each Party finds that the performance of this Agreement is in the best interests of the Parties and that the undertaking will benefit the public.

BASED UPON the above premises and in consideration of the following covenants the Parties agree as follows:

1. County shall pay to ODOT \$200,000 upon the Parties executing the Intergovernmental Agreement with ODOT regarding the Facility Plan. Each Party's share of the \$200,000 payment is \$100,000.
2. City agrees to reimburse County at the rate of \$50,000 per fiscal year to repay the \$100,000 paid by County for City's share of the Facility Plan's cost. City shall pay to County \$50,000 in the fiscal year 2010 - 2011 and an additional \$50,000 in the fiscal year 2011 - 2012. There shall be no interest accruing on any monies advanced by County to ODOT for City's share of funding required to develop the Facility Plan.
3. If the cost paid by City and County for development of the Facility Plan exceeds \$200,000, such excess shall be divided equally between the Parties. In the event ODOT requires payment in excess of \$200,000, County shall make City's and County's payment when required by ODOT. City shall pay to County one-half of the additional payment, up to \$50,000, in fiscal year 2012 - 2013 and up to \$50,000 in each additional fiscal year thereafter until County is repaid one-half of the additional payment County makes to ODOT in excess of the initial \$200,000.



4. If the amount the Parties are to pay to ODOT is less than \$200,000, monies refunded will be paid to County. If the City has not paid all the money to County as required by Section 2 above, City shall deduct from the \$50,000 payments to be made by City to County pursuant to Section 2 above, an amount equal to one-half of the money refunded. If City has paid \$100,000 to the County pursuant to Section 2 above, County shall, upon receipt of the refund pay half the refund to City.

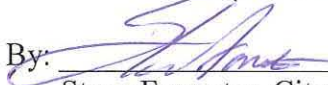
5. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

6. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained.

7. By entering into this Agreement, the Parties do not intend to create any obligations, expressed or implied, other than those set out herein; further, this Agreement shall not create any rights in any third party.

**City of Prineville**

By:   
Mike Wendel, Mayor

By:   
Steve Forrester, City Manager

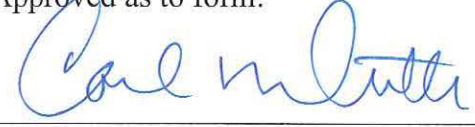
**Crook County** 6-2-2010

By:   
County Judge

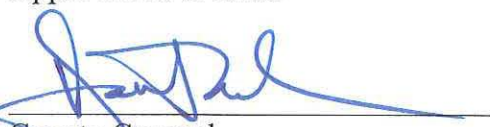
By:   
County Commissioner

By:   
County Commissioner

Approved as to form:

  
City Attorney

Approved as to form:

  
County Counsel