



Deschutes County Board of Commissioners  
1300 NW Wall Street, Suite 200, Bend OR 97701-1960  
541.388.6570 – Fax 541.385.3202 – [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST AND STAFF REPORT**

**For Board Business Meeting of: May 13, 2015**

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**DATE:** May 6, 2015

**FROM:** Chris Doty, PE                                      Road Department                                      Phone: 541.322.7105

**TITLE OF AGENDA ITEM:**

Consideration of Board Approval of an Intergovernmental Agreement with Crook County and a Cooperative Improvement Agreement with ODOT and Crook County concerning George Millican Road.

**PUBLIC HEARING ON THIS DATE?** No

**BACKGROUND AND POLICY IMPLICATIONS:**

ODOT, Crook County, the Federal Highway Administration (Western Federal Lands Division) and Deschutes County have scoped a project in Crook County related to reconstruction (via full depth reclamation) of a section of George Millican Road (GMR) from milepost 0 to milepost 15 in Crook County. GMR connects US 126 from the Prineville Airport/Business Park Area to US 20 east of Bend and is 30 miles in length – of which the southerly 7 miles are located in Deschutes County. The facility is designated as a Forest Highway (arterial) and serves primarily as a freight route to/from the Prineville area. The facility provides a freight corridor and route accommodation for general freight and oversize loads that could otherwise congest portions of Deschutes County's system or the State Highway system through Bend and Redmond.

The southerly 15-mile portion of GMR (including 7 miles in Deschutes County) was constructed in 2005 primarily by Crook County, but with a \$700,000 contribution from Deschutes County. It is the northerly 15-mile portion, exclusively within Crook County, that now requires reconstruction to accommodate freight. This segment of GMR is an oil-mat surface that is beginning to show signs of failure and will require reconstruction to accommodate freight loads. Failure to reconstruct in a timely manner could result in weight restrictions placed on the roadway which would render the facility incapable of accommodating freight; Crook County has stated this as a near term possibility.

Crook County, with the assistance of a Federal Lands Access Program grant – has requested additional fiscal contributions from ODOT and Deschutes County to assemble the funding required to reconstruct the road. ODOT and Deschutes County have a vested interest in the viability of this route even though it is not a State facility and the section in need of repair is not located in Deschutes County.

ODOT has prepared a Cooperative Improvement Agreement which identifies a \$250,000 contribution from Deschutes County towards the \$7.5M project. Separately, Deschutes County has negotiated a side agreement with Crook County in which Crook County agrees to provide snow/ice maintenance services for a 5-year period (\$25,000 cap) on the segment of GMR within

Deschutes County in exchange for Deschutes County's \$250,000 capital contribution to their Project. (Note: Deschutes County currently contracts with Crook County to plow this segment of road).

The attached Cooperative Improvement Agreement identifies the roles/responsibilities of each agency with regard to the GMR Project. The attached IGA with Crook County establishes the conditions of Deschutes County participation related to the Project.

**FISCAL IMPLICATIONS:**

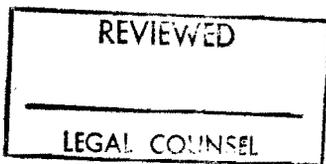
The Cooperative Improvement Agreement establishes a \$250,000 contribution from Deschutes County. It is anticipated this will be a combination of Transportation Capital Improvement Program funds and General Fund dollars which will be specifically identified in the FY 16 budget document. The IGA will establish up to a \$25,000 credit to the Road Department for snow plow services provided by Crook County.

**RECOMMENDATION AND ACTION REQUESTED:**

1. I move Board approval of Cooperative Improvement Agreement No. 30429 with ODOT and Crook County.
2. I move Board approval of the Intergovernmental Agreement with Crook County related to Deschutes County participation in the George Millican Road Project.

**ATTENDANCE:** Chris Doty

**DISTRIBUTION OF DOCUMENTS:** Return signed documents to Chris Doty.



## INTERGOVERNMENTAL AGREEMENT

This agreement is entered into, among and between Crook County ("Crook"), a political subdivision of the State of Oregon, and Deschutes County ("Deschutes"), a political subdivision of the State of Oregon for the purpose of securing snow and ice response services for that section of George Millican Road ("GMR") between the Crook County line and US Highway 20.

### **I. AUTHORITY**

- A. ORS 190.003 to 190.110 provides authority for the governments of Crook and Deschutes to enter into a written agreement with any each other or any other unit of government "for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform."

### **II. DURATION**

- A. The term of this agreement is July 1, 2015 through June 30, 2020, or the point in time when Crook has expended \$25,000 in snow and ice response services as specified in this agreement, whichever occurs first.
- B. Any and all amendments to this agreement must be mutually agreed upon in writing signed by both parties.

### **III. RECITALS**

WHEREAS, GMR is an important freight route within Central Oregon's transportation system accommodating freight movement and providing a well-used route for over-dimension freight movement away from urban areas and unaccommodating rural routes in both Deschutes and Crook; and

WHEREAS, the 15-mile southern section of GMR was constructed in 2005 providing a direct connection between US Highway 20 near Millican in Deschutes County and the City of Prineville in Crook County; and

WHEREAS, the 15-mile northern section of GMR located exclusively in Crook County is in need of reconstruction via a full depth reclamation project and failure to construct the project may result in weight and other restrictions which would eliminate the use of GMR as a freight corridor; and

WHEREAS, Crook, ODOT, and the Federal Highway Administration – Western Federal Lands Division have scoped a \$7,500,000 project to reconstruct GMR and have identified a budget shortfall and the need to seek additional funding; and

WHEREAS, Deschutes receives benefit from the freight accommodations provided by GMR and is willing to make a capital contribution to the GMR reconstruction project which helps leverage other grant resources; and

WHEREAS, Crook currently provides contract snow/ice maintenance on the 7.5 mile section of GMR in Deschutes County via the provisions of the MORE IGA in which Crook and Deschutes are members, now therefore,

#### IV. TERMS

- A. Deschutes agrees to provide \$250,000 capital contribution towards the GMR reconstruction project through participation in a Cooperative Improvement Agreement to be signed by ODOT, Crook, and Deschutes.
- B. Crook agrees to provide snow/ice response services on the Deschutes portion of GMR from the Crook County line to its intersection with US Highway 20.
- C. Snow/ice response services to consist of the same level of service as Crook provides the remainder portion of GMR within Crook County and in accordance with Crook's snow/ice plan.
- D. A statement of itemized snow/ice related expenses will be submitted annually by Crook County utilizing verifiable billing rates for equipment, materials and personnel until such time that the snow/ice obligation has been met.
- E. Hold Harmless. To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, Crook shall indemnify, save harmless and defend Deschutes, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from Crook's torts, as the term "tort" is defined in ORS 30.260(8). To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, Deschutes shall indemnify, save harmless and defend Crook, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from Deschutes's torts, as the term "tort" is defined in ORS 30.260(8).

#### V. ADMINISTRATION

The contract administrators for this agreement are as follows:

Crook	-	Robert O'Neal, Road Master
Deschutes	-	Chris Doty, Director of Public Works

#### VI. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**VII. NOTICES**

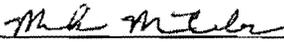
All notices, requests and other communications hereunder shall be deemed to have been given if delivered personally, by registered or certified mail, postage prepaid, by courier insuring overnight delivery or by fax transmission sent to the proper recipient. Notice shall be provided to the persons designated in section V above.

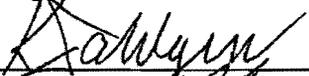
**VIII. SIGNATURE OF COUNTY'S AUTHORIZED REPRESENTATIVE**

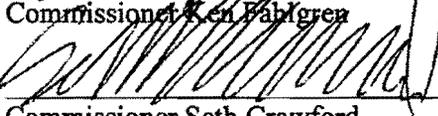
- A. Crook agrees to the terms of this intergovernmental agreement, acting by and through its County Judge and Board of County Commissioners

Date: MAY 6, 2015

CROOK COUNTY, OREGON

  
\_\_\_\_\_  
Judge Mike McCabe

  
\_\_\_\_\_  
Commissioner Ken Fabigren

  
\_\_\_\_\_  
Commissioner Seth Crawford

- B. Deschutes agrees to the terms of this intergovernmental agreement, acting by and through its Board of County Commissioners

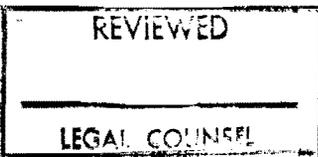
Date: \_\_\_\_\_

DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



**COOPERATIVE IMPROVEMENT AGREEMENT**  
**George Millican Rd: OR126-Reservoir Rd**  
**Crook County and Deschutes County**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" CROOK COUNTY, acting by and through its elected officials, hereinafter referred to as "Crook County," and Deschutes County, acting by and through its elected officials, hereinafter referred to as "Deschutes County", all herein referred to collectively as "Parties."

**RECITALS**

1. George Millican Road, County Road No. 305 is a part of the Crook County road system under the jurisdiction and control of Crook County.
2. George Millican Road provides an important connection between US 20 and OR 126 for interstate and intrastate freight movement, access to BLM properties and an OHV trail system, and access between recreational and tourism opportunities in Crook County.
3. The pavement condition of George Millican Road is currently not adequate to support truck usage and the current average daily traffic (ADT) volumes.
4. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
5. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
6. FHWA by and through its 'Oregon Department of Transportation Federal-Aid Highway Program Stewardship and Oversight Agreement' executed between FHWA and ODOT on April 5, 2010 requires that any project utilizing federal funds be developed and delivered by a certified agency or with certified agency oversight.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State, Crook County and Deschutes County agree to State or State's Contractor designing and constructing a pavement resurfacing, restoration and rehabilitation project at the request of and on the behalf of Crook County, hereinafter referred to as 'Project'. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed with an estimated budget of \$7,500,000 in Federal, State, Crook County and Deschutes County funds as identified in the table below: The estimate for the total Project cost is subject to change. Crook County shall be responsible for any nonparticipating costs, and Project costs beyond the estimate, subject to TERMS OF AGREEMENT, Paragraph #7.

FUND SOURCE	AMOUNT		
	PE	CN	PE and CN Totals (Contributions)
Oregon Federal Lands Access Program	\$250,000	\$3,500,000	\$3,750,000
State STIP Funds	\$131,000	\$869,000	1,000,000
Crook County In-Kind	N/A	\$500,000	\$500,000
Crook County Contribution	\$119,000	\$1,881,000	\$2,000,000
Deschutes County Contribution	\$0	\$250,000	\$250,000
<b>Sub-total</b>	\$500,000	\$7,000,000	\$7,500,000
<b>TOTAL</b>	\$7,500,000		

3. This Agreement does not change the existing jurisdiction or maintenance responsibilities of any roadway.
4. State and Crook County agree that a mutual review of the specifications, staging plans and construction plans shall be conducted, and an agreement reached on final plans, prior to advertisement for construction bid proposals.

5. State recognizes its responsibility for the administration and delivery of the Project at the request of and on behalf of Crook County and agrees to work collaboratively with Crook County to manage the Project, including but not limited to: public involvement, project briefings, construction meetings and schedule updates during the Project. State shall provide Crook County with quarterly accounting summaries in writing during the term of the project. Said accountings shall include all expenditures since the date of the last accounting, source of payment and balance of each party's advance deposit.
6. Parties agree that any advance deposits in excess of the Project authorization and the final total Project cost will be refunded to Crook County and ODOT by ODOT in proportion to the amount contributed to the Project by each Party; and that for any unpaid funding obligations from Crook County, the amount will be reduced in proportion to the amount pledged to the Project by the County.
7. Parties agree that in the event the total Project cost exceeds or is anticipated to exceed the total available funding, that Crook County and ODOT will meet and work collaboratively in good faith to negotiate a revised funding solution or a revised Project scope as deemed necessary by Crook County and ODOT. Nothing herein shall obligate the Parties beyond the amounts set forth in that Section entitled "Terms of Agreement" Paragraph 2, and any such revised agreement shall be at each participating party's sole discretion.
8. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

#### **CROOK COUNTY OBLIGATIONS**

1. Crook County shall be responsible for the maintenance of the roadway and signage constructed for the Project.
2. Crook County shall be responsible for the maintenance of all Project elements and appurtenances, to include the OHV at-grade crossing, constructed in conjunction with the Project.
3. Crook County, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any there be in connection with or arising out of the Project covered by the Agreement.
4. Crook County acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of Crook County.

5. Crook County grants State the right to enter onto County right of way for the performance of duties as set forth in this Agreement.
6. Crook County shall grant State the right to place on County right of way those necessary traffic control and directional signs required to complete the Project.
7. Crook County shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$2,000,000 for the Project, said amount being equal to the estimated total cost for the work performed by State at Crook County's request under State Obligations paragraph 1. Crook County agrees to make additional deposits as needed upon request from State, subject to TERMS OF AGREEMENT, Paragraph 7.
8. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of the Project, Crook County shall pay that amount agreed to in TERMS OF AGREEMENT, Paragraph 7 which, when added to Crook County's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Crook County in proportion to the amount contributed to the Project by Crook County.
9. Crook County shall identify its eligible in-kind services or materials totaling \$500,000 in accordance with States approved accounting and reporting practices.
10. As a pre-condition to Deschutes County's fiscal contribution identified in the Table to *Terms of Agreement*, Section 2, Crook County shall enter into an intergovernmental agreement with Deschutes County which will specify terms and conditions in which Crook County will agree to provide snow and ice maintenance/plowing on Deschutes County's portion of George Millican.
11. Crook County acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Crook County which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
12. Crook County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Crook County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the

Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Crook County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Crook County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Crook County.
14. Crook County's Project Manager for this Project is Robert O'Neil, Crook County Road Master, 1306 N. Main Street, Prineville, Oregon 97754, phone 541-447-4644, email robert.oneil@co.crook.or.us, or assigned designee upon individual's absence. Crook County shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

#### **DESCHUTES COUNTY OBLIGATIONS**

1. Provided the pre-condition identified above in Section 10 of *Crook County Obligations* has been met, Deschutes County shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$250,000,
2. Deschutes County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Deschutes County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Deschutes County.

#### **STATE OBLIGATIONS**

1. State shall complete the Project as described in *TERMS OF AGREEMENT*, Paragraph 1 of this Agreement.
2. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

3. State shall, upon execution of the agreement, forward to Crook County a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$2,000,000 for payment of Crook County's share of costs for work performed by State at the request of Crook County. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project, subject to *Terms of Agreement*, Paragraph 7.
4. Upon completion of the Project, State shall either send to Crook County a bill for the amount which, when added to Crook County's advance deposit, will be consistent with any subsequent agreement between State and Crook County, or amendment to this Agreement, subject to *TERMS OF AGREEMENT*, Paragraph 7, and will equal 100 percent of the total state costs for the Project or State will refund to Crook County any portion of said advance deposit which is in excess of the total State costs for Project in proportion to the amounts contributed to the Project by Crook County.
5. State shall, upon execution of the agreement, forward to Deschutes County a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$250,000 for payment of Deschutes share of costs for work performed at the request of Crook County.
6. Upon completion of the Project, State shall refund to Crook County and ODOT any portion of said advance deposit which is in excess of the total State costs for Project in proportion to the amount contributed to the Project by Deschutes County.
7. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on Crook County right of way.
8. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
9. State's Project Manager for this Project is Darrell Newton - Local Agency Programs Coordinator, 63055 N. Highway 97, Bldg M, Bend, OR 97701, (541) 388-6272, darrell.r.newton@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of all Parties.

Crook County/Deschutes County/ODOT  
Agreement No. 30429

2. State may terminate this Agreement effective upon delivery of written notice to Crook County and Deschutes County, or at such later date as may be established by State, under any of the following conditions:
  - a. If either Crook County or Deschutes County fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If either Crook County or Deschutes County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If either Crook County or Deschutes County fail to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State, Crook County or Deschutes County with respect to which the other Parties may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by any Party of the notice and copies required in this paragraph and meaningful opportunity for the Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Crook County or Deschutes County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines

and amounts paid in settlement actually and reasonably incurred and paid or payable by Crook County or Deschutes County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Crook County or Deschutes County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Crook County or Deschutes County on the other hand shall be determined by reference to, among other things, Crook County's or Deschutes County's ' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Crook County or Deschutes County are jointly liable with State (or would be if joined in the Third Party Claim), Crook County or Deschutes County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Crook County or Deschutes County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Crook County or Deschutes County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Crook County's or Deschutes County 's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Crook County, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Crook County's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Crook County's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Crook County, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute 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. 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. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, Key #18446 that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**CROOK COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Judge Mike McCabe

Date \_\_\_\_\_

By \_\_\_\_\_  
Commissioner Ken Fahlgren

Date \_\_\_\_\_

By \_\_\_\_\_  
Commissioner Seth Crawford

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Counsel: Jeffrey M. Wilson

Date \_\_\_\_\_

**DESCHUTES COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Anthony DeBone, Chair

Date \_\_\_\_\_  
Tammy Baney, Commissioner

By \_\_\_\_\_  
Alan Unger, Commissioner

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Counsel: David Doyle

Date \_\_\_\_\_

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 4 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Central Oregon Area Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 4 Right of Way Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**Crook County Contact:**

Robert O'Neil – Road Master  
1306 N. Main Street  
Prineville, OR 97754  
(541) 447-4644  
[robert.oneil@co.crook.or.us](mailto:robert.oneil@co.crook.or.us)

**Deschutes County Contact:**

Chris Doty, Public Works Director  
6150 SE 27<sup>th</sup> Street  
Bend, OR 97702  
(541) 388-6581  
[chris.doty@co.deschutes.or.us](mailto:chris.doty@co.deschutes.or.us)

**State Contact:**

Darrell Newton  
Local Agency Programs Coordinator  
63055 N. Highway 97, Bldg M  
Bend OR, 97701-5765  
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**EXHIBIT A – Project Location Map**