

**RESOLUTION NO. 1410  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AMENDMENT NO. 01 TO LOCAL AGENCY  
AGREEMENT WITH THE STATE OF OREGON DEPARTMENT OF  
TRANSPORTATION**

**Whereas,** The City of Prineville (“City”) and the State of Oregon, acting by and through its Department of Transportation (“ODOT”) entered into a Local Agency Agreement on or about June 5, 2018 (“Agreement”) regarding the Prineville Rails to Trails; and

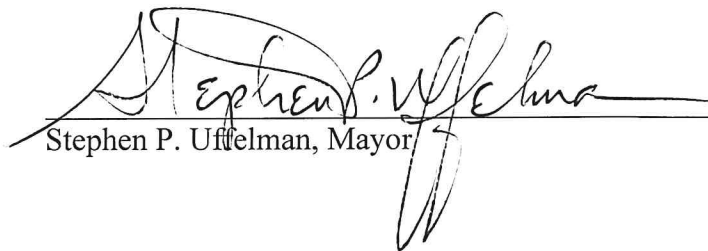
**Whereas,** an Amendment was desired to add right of way language that reflects the acceptance by City of required right of way purchased to complete the Project and to update the ODOT contact information; and

**Whereas,** ODOT has prepared an Amendment attached to this Resolution identified as Misc. Contracts and Agreements No. 32422-1;

**Whereas,** City staff believes it is in the best interest of the City to approve and execute the Amendment.

**Now, Therefore,** the City of Prineville resolves that the Amendment attached hereto is hereby approved and that the Mayor is authorized to sign such Amendment on behalf of the City.

Approved by the City Council this 13<sup>th</sup> day of August, 2019.

  
Stephen P. Uffelman, Mayor

ATTEST:

  
Lisa Morgan, City Recorder

**AMENDMENT NUMBER 01  
LOCAL AGENCY AGREEMENT  
Prineville Rails to Trails  
City of Prineville**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **the City of Prineville**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on June 5, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add right of way language that reflects the acceptance by the Agency of required right of way purchased to complete the Project and to update the ODOT contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

**a. Insert new RECITALS, Paragraph 5, to read as follows:**

NE Spruce Lane and NE Mason Drive are a part of the city street system under the jurisdiction and control of Agency.

**b. RECITALS, Paragraphs 5 through 7, shall be hereinafter re-numbered as Paragraphs 6 through 8.**

**c. TERMS OF AGREEMENT, Paragraph 26, Page 7, which reads:**

ODOT Contact for this Agreement is Rick Williams – Local Agency Liaison, 63055 N. Highway 97, Bldg M, Bend, OR 97703, (541) 388-6084, [richard.i.williams@odot.state.or.us](mailto:richard.i.williams@odot.state.or.us), or assigned designee upon individual’s absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

ODOT’s Contact for this Agreement is Abbey Driscoll – Local Agency Liaison, 63055 N. Highway 97, Bldg M, Bend, OR 97703, (541) 388-6064, [abbey.driscoll@odot.state.or.us](mailto:abbey.driscoll@odot.state.or.us), or assigned designee upon individual’s absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**d. Insert new TERMS OF AGREEMENT, Paragraph 19, to read as follows:**

Upon completion of the Project, Agency shall accept, as a portion of its city street system that property acquired by State and needed for the construction phases of the

Project. The conveyance from State to Agency shall be free of costs and fees. Any property being conveyed shall be vested in Agency only so long as used for public transportation purposes. If said right of way is no longer used for public transportation purposes, it shall automatically revert to State.

**e. Insert new TERMS OF AGREEMENT, Paragraph 20, to read as follows:**

Parties agree that State shall construct ADA compliant curb ramps at the location of NE Spruce Lane and NE Mason Drive at their intersection with US Route 26, which may result in minor widening or narrowing of the curb-to-curb width of the city streets. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of curb-to-curb street widths within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all modification of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.

**f. TERMS OF AGREEMENT, Paragraphs 19 through 27, shall be hereinafter re-numbered as Paragraphs 21 through 29.**

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**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 2018-2021 Statewide Transportation Improvement Program, (Key #20269) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE FOLLOWS**

**CITY OF PRINEVILLE**, by and through  
its elected officials

By Stephen P. Uffelma  
Mayor

Date AUG. 13, 2019

By [Signature]

Date AUG 13, 2019

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By N/A

Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Eric Klann – City Engineer  
387 NE Third Street  
Prineville, OR 97754  
(541) 447-2357  
[eklann@cityofprineville.com](mailto:eklann@cityofprineville.com)

**State Contact:**

Abbey Driscoll – Local Agency Liaison  
63055 N. Highway 97, Bldg M  
Bend OR, 97703  
(541) 388.6064  
[abbey.driscoll@odot.state.or.us](mailto:abbey.driscoll@odot.state.or.us)

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

By \_\_\_\_\_

Region 4 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By: Bonnie Heitsch via email  
Assistant Attorney General

Date: August 1, 2019