

**MEMORANDUM OF UNDERSTANDING
George Millican Road Support of Freight Industry**

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon by and through its Department of Transportation, hereinafter referred to as "State;" Deschutes County, by and through its elected officials, hereinafter referred to as "Deschutes County", and Crook County, by and through its elected officials, hereinafter referred to as "Crook County," all herein referred to individually or collectively as the "Party" or "Parties".

RECITALS

1. George Millican Road (GMR) is a 30-mile long county road connecting OR 126 in Crook County to US 20 in Deschutes County. The section of GMR from mile-points 0.00 to 23.04 is located in Crook County and under the jurisdiction of the Crook County Road Department; the section from mile-point 23.04 to 30.07 is located in Deschutes County and under the jurisdiction of the Deschutes County Road Department. Jurisdictional boundaries are approximately as shown the map attached hereto, marked Exhibit A.
2. 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 away from unaccommodating rural routes in both Deschutes and Crook. This function provides a significant benefit for Crook County, Deschutes County, State, and the Freight Industry.
3. The 15-mile southern section of GMR was constructed in 2005, creating a direct connection between US Highway 20 near Millican in Deschutes County and OR 126 at the City of Prineville in Crook County, for the primary purpose of serving freight trucking.
4. In 2016, by means of State Cooperative Improvement Agreement 30429, Crook County, Deschutes County, and State, along with the Federal Highway Administration, invested approximately \$7,500,000 in pavement reconstruction for the northern section of GMR in Crook County, with the primary purpose of serving freight trucking. Agreement 30429 States: "George Millican Road provides an important connect between US 20 and OR 126 for freight movement...."
5. Crook County and Deschutes County have entered into Intergovernmental Agreement No. 2015-288 for snow and ice maintenance on GMR, whereby Crook County provides contracted snow and ice maintenance services to the portion of GMR in Deschutes County, while maintaining to the same level of service as the portion within Crook County.

NOW THEREFORE, the Parties agree as follows:

1. Parties will coordinate efforts to reinforce the long-term functionality, current operations, permitting processes and requirements, and improvement decision-making expectations of GMR.
2. GMR will continue to accommodate oversized loads, including loads allowed by blanket authorization and those approved on a case-by-case basis. Parties will ensure a coordinated balance of continuing expectations and needs for freight across OR 126, GMR, and US 20.
3. The Parties will endeavor to sustain the existing condition of the GMR and its vehicle carrying capacity (over width, overweight, over length and over height). If a proposed project has the potential to restrict more than the existing size and weight of oversize loads permanently for GMR, Crook and Deschutes Counties will engage State's Region 4 and the Statewide Project Delivery Branch/Mobility to discuss impacts and/or mitigations.

Collectively, Parties will consult with the freight industry, through State's Mobility Advisory Committee (MAC), prior to moving forward with any reduction in vehicle carrying capacity, including vehicle weight. The Parties understand that:

- a. In some cases of consultation, design issues can be resolved to the point where MAC members do not consider the Proposed Action to be a reduction of vehicle-carrying capacity. Likewise, a Proposed Action may actually reduce highway dimensions, but not significantly enough to impede the movement of legal loads or over-dimension loads, and agreement is gained on the Proposed Action.
 - b. In some cases of consultation, there may be disagreement about whether the Proposed Action will create a new restriction or impedance. Disagreement does not mean the Proposed Action is without merit, and ultimately the roadway jurisdiction (e.g., County), through documented Road Authority actions (regulations, laws, ordinance, decision-making board, etc.), will make the subsequent decisions on whether or not to move forward with the Proposed Action, also through collaborative stakeholder / public involvement and their elected Board processes.
4. With close communication and collaboration among the Parties and all affected stakeholders, the Parties agree that if there is a potential need for temporary reduction to the *vehicle carrying capacity* or temporary work zone restrictions, the Parties will coordinate projects and work before implementing such temporary restrictions due to construction to ensure one route is open at all times. As needed, together the Parties will consult with the freight industry, through the MAC as facilitated by State, on the more challenging issues of potential impact.

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5. With close communication and collaboration among the Parties and all affected stakeholders, the Parties are committed to day-to-day and year-round freight supporting Operations, continuing as they do today:
 - a. Continuing to provide snow and ice removal at the current level of service on GMR, and in reference to Crook County Resolution 93-06, *A Policy for the County of Crook Regarding Snow Removal*.
 - b. Continuing to follow current over-dimensional permitting practices and requirements, with close coordination between State, Deschutes County, Crook County, and consistent communication with the freight industry, across OR 126, GMR, and US 20, and in reference to:
 - Permit practices for OR 126 and US 20 following State's *Guidelines for Pilot Vehicles on Highways in District 10 (July 2019)*
 - Permit practices for GMR following Crook County's *Crook County Weight Restricted Bridges and Approved Route List, Attachment C07*.
6. The Parties will continue to coordinate and collaborate on various maintenance and repair needs across jurisdictions including, but not limited to, working together in seeking funding, to keep GMR in a state of good repair, particularly in supporting freight.
7. The Parties will continue to stay engaged with freight industry representatives and the MAC as facilitated by State, and other key stakeholders as needed, to ensure expectations including, but not limited to, roles and responsibilities and designations, are clearly understood and appropriately applied through each jurisdiction.
8. State will ensure oversize loads will continue to be allowed on US 20, through the US 20 Ward / Hamby roundabout, evaluated by District 10 according to current Permitting processes and requirements, based on the specific characteristics of the load and hauling equipment. For example, concrete beam haulers that have historically been approved to move up to 200 feet through this corridor will continue to be accommodated with the appropriate hauling equipment.
9. State will take the lead in supporting and facilitating communication and consultation among the MAC and the Parties, related to any needs (e.g., potential changes) covering the above 1 through 8.

TERMS AND CONDITIONS

1. It is the intent of Parties to document in this MOU, the coordinated efforts regarding the long-term functionality, and continuing current operations and decision-making expectations, permitting, etc., of GMR George Millican Road (GMR) to fully support the freight industry.

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2. This MOU will become effective when all required signatures have been obtained and will remain in effect until this MOU is terminated by one or all of the Parties.
3. The terms of this MOU will not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing by the Parties.
4. Parties intend that, if an impasse or disagreement among the Parties should occur on issues pertaining to the MOU, a collaborative resolution process will be initiated to resolve the difference. Notwithstanding the resolution process, the terms of this MOU may be terminated upon 30 days written notice by any or all of the Parties.
5. The foregoing Memorandum is a non-legally binding document. Notwithstanding the signing or delivery of the Memorandum, any past, present or future actions; or approvals by any of the Parties based upon this Memorandum, and any of the Parties is under no legal obligation with respect to the intentions outlined above.
6. This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one document for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed will constitute an original.

SIGNATURE PAGE TO FOLLOW

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THE PARTIES, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and fully support it.

DESCHUTES COUNTY by and through its
elected officials

By _____
Title _____
Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____
Region 4 Manager
Date _____

APPROVAL RECOMMENDED

By _____
Title _____
Date _____

CROOK COUNTY by and through its
elected officials

By Jay M. Recanner
Title Commissioner
Date 12/1/2021

APPROVAL RECOMMENDED

By _____
Title _____
Date _____

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EXHIBIT A
MAP

