

**LEASE AGREEMENT
TILLAMOOK COUNTY AND CITY OF ROCKAWAY BEACH
LAKE LYTLE BOAT LAUNCH**

This Agreement is made and entered into between Tillamook County (County), a political subdivision of the State of Oregon and the City of Rockaway Beach (City), a political subdivision of the State of Oregon.

RECITALS

WHEREAS, County is the owner of a 0.86 acre parcel of land within the City known as the Lake Lytle Boat Launch ('Property'), being further described on Exhibit "A" attached hereto;

WHEREAS, units of local government may enter into agreements concerning managing park and recreation lands for recreational purposes;

WHEREAS, City ~~has-is~~ interested in making substantial improvements the Property to increase the recreational opportunities for the public.....; and

WHEREAS, City is in the process of adopting an improvement plan for the Property; and

WITNESSETH

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties that the mutual promises of each party are given in exchange and as consideration for the promises of the other party.

1. County leases to City the Property for a period of twenty-five (25) years from the date of this Agreement. No lease payments shall be made by City to County.
2. City agrees that the Property shall be used only for parking, public lake beach access, civic events, park, recreational and tourism purposes.
3. County agrees that it will remove all signing designating it as the authority in control of the Property. County reserves the right to place public signs on the property....
4. City agrees that it will not remove any healthy timber or, brush ~~or make any significant changes or development to the Property covered in this Agreement~~ without the written consent of County, but City may remove any dead or dying vegetation that impairs use of the Property or endangers any person or persons.
5. City agrees to control of noxious weeds on the upland portions of Property, but this provision shall not obligate City to treat the waters of Lake Lytle.
6. City is finalizing a site improvement plan which it will submit to County for review and approval. Other than those improvements contained in the plan, City may not construct any new building on the Property without the written consent of County. If County

consents to such building on the Property, said building and improvements shall become the property of County upon the termination of this Agreement.

7. City may make repairs, replacements, and minor improvements other than new building construction on the Property at any time without the consent of County. All improvements, if affixed to the land, shall become the property of County upon the termination of this Agreement.
8. City shall promptly pay all taxes and assessments levied or assessed against the Property covered by this Agreement or any improvement that may be placed thereon.
9. City shall manage ~~the~~ Property to reasonable standards acceptable to County. ~~Any fees to be charged to the public for use of the Property shall require the written consent of County.~~ County and City shall meet annually to discuss City's management of the Property.
10. ~~Provision about who collects and keeps the fee revenues.....~~ Any fees to be charged to the public for use of the Property shall require the written consent of County. County shall not impose use fees during the term of this Agreement.

INDEMNITY

11. Subject to the Oregon Tort Claims Act, County and City shall defend, save, and hold harmless the other agency, its officers, agents, employees, and members, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of their respective agencies or its subcontractors, agents, or employees allowed or required under this Agreement.
12. To the extent permitted by the Oregon Tort Claims Act, City shall indemnify County, within the limits of the Tort Claims Act, against liability for damage to life or property arising from City's activities under this Agreement, provided City shall not be required to indemnify County for any such liability arising out of the wrongful acts of employees or agents of County.
13. Fire and/or hazard insurance shall be carried by the City on buildings, facilities, and other insurable property in an amount and shall be adequate to insure existing and future improvements on the Property ~~replace such property.~~

TERMINATION

14. This Agreement may be terminated:
 - a. By mutual consent of both parties; or
 - b. By either party with ninety (90) days written notice to the other party; or
 - c. If federal or state laws or administrative rules governing County are amended or modified in such a way that County determines ~~in its sole discretion,~~ that the continuation of this Agreement is either unauthorized by law or rule; or
 - d. If either party violates any term or condition of this Agreement and such violation remains uncured thirty (30) days following delivery of notice of such violation.

Provided, however, if the violation is of such a nature that it cannot reasonably be cured within such thirty (30) day period, the cure period shall be reasonably extended to allow adequate time for the party to completely cure and avoid the termination.

MODIFICATION

15. This Agreement may be extended or modified by mutual consent of both parties.

GENERAL

16. Entire Agreement: This Agreement expresses the entire agreement of the parties as of the first date of signing by any party below and supersedes all other existing and prior agreements, written or oral, on the subject matter of this Agreement.
17. Assignment: This Agreement shall not be transferred or assigned by either party hereto, and shall remain in effect for the term of this Agreement unless terminated as herein provided.
18. Severability; Intent: In case any one or more of the provisions contained in this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. Dispute Resolution: The parties hereto agree to use their best efforts to resolve any dispute arising out of this Agreement first by conferral of the parties, followed by third party mediation. If mediation is not successful, should be scheduled to the extent possible within sixty (60) days. Should the dispute not be resolved through mediation, the parties are free to utilize any legal remedy they may have.
20. Notice: Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by certified mail, first class postage prepaid, addressed to the parties as follows:

COUNTY
Parks Department
PO Box 633
Garibaldi, OR 97118

CITY
XXXX
XXXX
XXXX

IN WITNESS WHEREOF, County and City have executed this Agreement on the dates written below.

Dated this ____ day of _____, 20232.

CITY OF ROCKAWAY BEACH

~~Sue Wilson~~ Charles, McNeilly, Mayor

By Authority of Resolution XXXXX

Dated this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

David Yamamoto, Chair

___ ___ ___/___

Erin D. Skaar, Vice Chair

___ ___ ___/___

Mary Faith Bell, Commissioner

___ ___ ___/___

ATTEST: Tassi O'Neil, County Clerk

APPROVED AS TO FORM:

By: _____

Special Deputy

William K. Sargent, County Counsel

Exhibit "A"

Insert legal description

Also known as taxlot 2N10000005000

AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT #6117
BETWEEN
THE CITY OF ROCKAWAY BEACH AND TILLAMOOK COUNTY SHERIFF'S OFFICE
FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, between the CITY OF ROCKAWAY BEACH, an Oregon Municipal Corporation (hereinafter "City"), and TILLAMOOK COUNTY, a political subdivision of the State of Oregon (hereinafter "County" or "Sheriff"), provides as follows:

(~~Strike through text~~ indicates removals and *italicized text* indicates additions).

2. TERM OF AGREEMENT: The term of this Agreement shall be from 10 June 2021 through 30 June ~~2023~~ *2024*, inclusive. This Agreement may be extended for any additional term by mutual agreement of the parties in writing. This Agreement and referenced attachments embody the entire agreement and supersedes all previous agreements relating to the performance of law enforcement services to the City by the Sheriff. This agreement shall not be effective until after its execution by both parties.

Effective July 1, 2023, Attachment A incorporated herein, shall supersede Attachment A in the original Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate.

TILLAMOOK COUNTY, OREGON

CITY OF ROCKAWAY BEACH, OREGON

Erin D. Skaar, Chair

Charles McNeilly, Mayor

Mary Faith Bell, Vice-Chair

Luke Shepard, City Manager

David Yamamoto, Commissioner

Date

Josh Brown, Sheriff

Date

ATTACHMENT A
Effective July 1, 2023

The Sheriff agrees to charge, and the City agrees to pay, as follows for services rendered pursuant to the INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
HOURLY RATE	26.52	27.32	28.14	28.98	29.85	30.75	31.67	32.62	33.60	34.61
SALARY	4,596.72	4,734.69	4,876.82	5,023.28	5,174.08	5,329.38	5,489.37	5,654.20	5,823.89	5,998.61
OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EARNINGS	4,596.72	4,734.69	4,876.82	5,023.28	5,174.08	5,329.38	5,489.37	5,654.20	5,823.89	5,998.61
Hourly Overtime Rate (no benefits)	42.97	44.26	45.59	46.96	48.37	49.83	51.32	52.86	54.44	56.08
Hourly Overtime Rate (no benefits) & 10% Admin	47.27	48.69	50.15	51.66	53.21	54.81	56.45	58.15	59.88	61.69
BENEFITS										
FICA	351.65	362.20	373.08	384.28	395.82	407.70	419.94	432.55	445.53	458.89
RETIREMENT	1,622.64	1,671.35	1,721.52	1,773.22	1,826.45	1,881.27	1,937.75	1,995.93	2,055.83	2,117.51
INSURANCE	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64
WORKERS' COMP	128.71	132.57	136.55	140.65	144.87	149.22	153.70	158.32	163.07	167.96
OREGON TRANSIT TAX	4.60	4.73	4.88	5.02	5.17	5.33	5.49	5.65	5.82	6.00
PAID FAMILY MEDICAL LEAVE	18.39	18.94	19.51	20.09	20.70	21.32	21.96	22.62	23.30	23.99
LIFE INSURANCE - HARTFORD	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00
RETIREMENT UNITS	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54
VEBA	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
UNIFORM EXPENSE	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00
TOTAL BENEFITS	3,835.16	3,898.97	3,964.71	4,032.45	4,102.19	4,174.02	4,248.01	4,324.25	4,402.73	4,483.54
TOTAL EXPENSE	8,431.88	8,633.66	8,841.53	9,055.73	9,276.27	9,503.40	9,737.38	9,978.45	10,226.62	10,482.15
Hourly Rate w/Benefits	48.65	49.82	51.01	52.25	53.52	54.83	56.18	57.57	59.01	60.48
Hourly Rate w/Benefits & 10% Admin	53.52	54.80	56.11	57.48	58.87	60.31	61.80	63.33	64.91	66.53

Hartford, Units & Uniform expense were averaged over 12 months

From: Thomas Fiorelli

Sent: Wednesday, November 9, 2022 4:53 PM

To: jay.marugg@garibaldi.gov; Leila Aman <laman@ci.manzanita.or.us>; Liane Welch <lwelch@ci.bay-city.or.us>; Luke Shepard <lukeshepard@corb.us>; Mary Johnson <maryjohnson@ci.wheeler.or.us>;

Melissa Thompson-Kiefer <mthompson@nehalem.gov>; ngeorge@tillamookor.gov

Cc: Erin Skaar <eskaar@co.tillamook.or.us>; Sarah Absher <sabsher@co.tillamook.or.us>

Subject: HB 4123 - Coordinated Homeless Pilot - Update

Good afternoon City Managers,

I am delighted to share with you that today I received back the final Memorandum of Agreement signed and fully executed by the County. The MOA is attached here for your records. Congratulations—we are officially a coordinated System!!!

The most important thing we need from cities right now is to determine who will be the representative appointed to (1) attend monthly meetings and (2) take on a specific role as required under [HB 4123](#). If you haven't already, please send us your appointees so we can include them in the forthcoming final draft of our System Plan.

I am also attaching the County's Draft Plan for your internal review—please note that we expect some of the details to change following review by CARE and the cities, but we think the structure is expected to remain the same. Collaboration is key, and any thoughts or comments you can provide would be greatly appreciated. Please also look LOC's guidance on implementation.

Thank you so very much for your collaboration and thoughtful communication in preparation for this opportunity, and for shepherding it along you respective councils for consideration. Our Coordinated System will most certainly excel in our efforts to address homelessness in Tillamook County with your local leadership and contributions. I would also like to elevate special recognition for County Commissioner Erin Skaar— this would not have come to fruition if it hadn't been for her amazing leadership and hard work!

We are looking forward to moving ahead together. If you have any questions, please don't hesitate to reach out to either myself or Commissioner Skaar.

Thank you!

T.J.



Thomas J. Fiorelli | Housing Coordinator
TILLAMOOK COUNTY | Community Development
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