

432

**INTERGOVERNMENTAL AGREEMENT
FOR TRANSFER OF REAL PROPERTY**

This Agreement is entered into this 8th day of July, 2024 by and between THE CITY OF NEWPORT, Oregon, (hereinafter "City"), and LINCOLN COUNTY, Oregon (hereinafter "County").

A. ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

- i. County has authority to contract for the purchase or lease of real or personal property. ORS 203.015; and
- ii. County has authority to sell, exchange, convey, or lease real property whenever the public interest may be furthered. ORS 271.310; and
- iii. County has authority to sell, exchange and lease lands acquired by tax foreclosure. 275.090; and
- iv. City has authority to sell, exchange, convey, or lease real property whenever the public interest may be furthered. ORS 271.310 and NMC Chapter 2.25.

B. County and City desire to exercise the above authority to exchange real property for the purpose of consolidating each party's ownership as it relates to certain public facilities, roadways, parks, and public open spaces; and

C. Public facilities where City will convey its real property interest to County include the Lincoln County Children's Advocacy Center, Lincoln County Juvenile Facility, and the Lincoln County Fairgrounds; and

D. Public facilities, roadways and open spaces where County will convey its real property interest to City include the Visual Arts Center, Nye Beach Turnaround, Agate Beach trail and open spaces, NW Biggs Street, SW Canyon Way, SE 4th Street, SE 98th Court, NE 3rd Street, and an open space area next to NE 6th Street; and

E. Use of right-of-way dedications or easements may be preferable to a fee conveyance for certain roadway or trail areas subject to this Agreement, as identified in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. DURATION/TERM. [ORS 190.020(1)(e)]. The term of this Agreement shall commence after execution by all parties and shall expire one year from the date of approval of this Agreement.

3. REAL OR PERSONAL PROPERTY. [ORS 190.020(1)(d)]. Title to the real property in Exhibit "A" will be transferred between the parties.

4. FUNCTIONS OR ACTIVITIES. [ORS 190.020(1)]. County and City agree to transfer title to the following properties, attached as Exhibit "A".

5. PAYMENT/TAXES/LIENS. [ORS 190.020(1)(a)]. The parties agree that there is no consideration for these transfers.

6. REVENUE. [ORS 190.020(1)(b)]. The parties do not anticipate any revenues will be derived pursuant to this Agreement.

7. PERSONNEL. [ORS 190.020(1)(c)]. No employees will be transferred pursuant to this Agreement.

8. TERMINATION. [ORS 190.020(1)(f)]. This Agreement may be terminated by mutual consent by the parties or by either party, at any time, for any reason, upon sixty (60) days-notice in writing delivered by certified mail or personal service to the other party. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

9. ASSIGNMENT PROHIBITED. This Agreement cannot be assigned. Any purported assignment shall be deemed a violation of the agreement and result in termination of the Agreement.

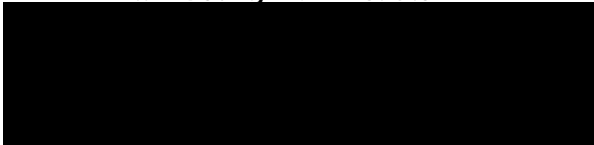
10. INDEMNITY/HOLD HARMLESS. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, (ORS 30.260 through 30.300), each party (as applicable, the 'indemnifying party') shall hold harmless, defend and indemnify the other party and its officers, employees, and agents from and against any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, suffered directly or from a third-party claim arising out of or relating to the negligent or otherwise wrongful acts or omissions of the indemnifying party or its officers, employees, or agents under this Agreement; provided, however, that a party shall not be required to defend or indemnify the other party for any liability arising out of or relating to the negligent or otherwise wrongful acts or omissions of the other party.

Such indemnification provision above shall also cover claims brought against either party under state or federal employees' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Indemnity and defense for claims arising during the term of this Agreement shall survive expiration or termination of this Agreement as allowed by law.

11. METHOD AND PLACE OF GIVING NOTICE. Notices and requests required by and given in connection with this Agreement and all other communications related to this agreement shall be in writing or email and deemed given as of the day they are received by (a) personal delivery, (b) electronic, (c) overnight delivery service, (d) United States mail, certified and return receipt requested, and addressed as follows:

City of Newport
Attn: City Manager
169 SW Coast Hwy
Newport, OR 97365
541-574-0601
s.nebel@newportoregon.gov

Lincoln County
Attn: County Administrator

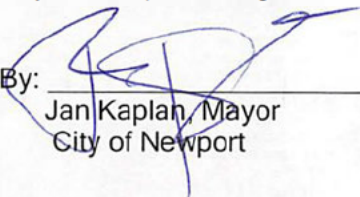


Changes may be made to the names and addresses of the persons to whom notices are to be given by providing notice pursuant to this paragraph.

12. SEVERABILITY. In the event that any part of this Agreement is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Agreement.

13. MERGER. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless it is made in writing and signed by those parties agreeing to said modification. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

City of Newport, Oregon

By:  _____
Jan Kaplan, Mayor
City of Newport

Lincoln County, Oregon

By: _____
Casey Miller, Chair

By: _____
Claire Hall, Commissioner

By: _____
Kaety Jacobson, Commissioner

Approved as to Form:

Approved as to Form:

David N. Allen, City Attorney

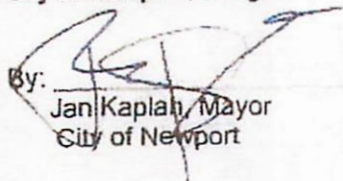
Kristin H. Yuille, County Attorney

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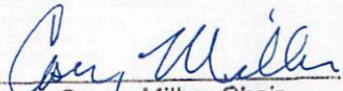
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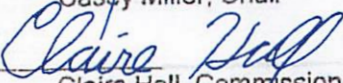
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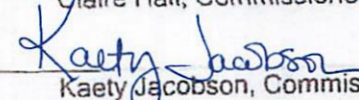
City of Newport, Oregon

By:  _____
Jan Kaplan, Mayor
City of Newport

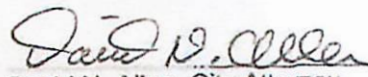
Lincoln County, Oregon

By:  _____
Casey Miller, Chair

By:  _____
Claire Hall, Commissioner

By:  _____
Kaety Jacobson, Commissioner

Approved as to Form:

 _____
David N. Allen, City Attorney

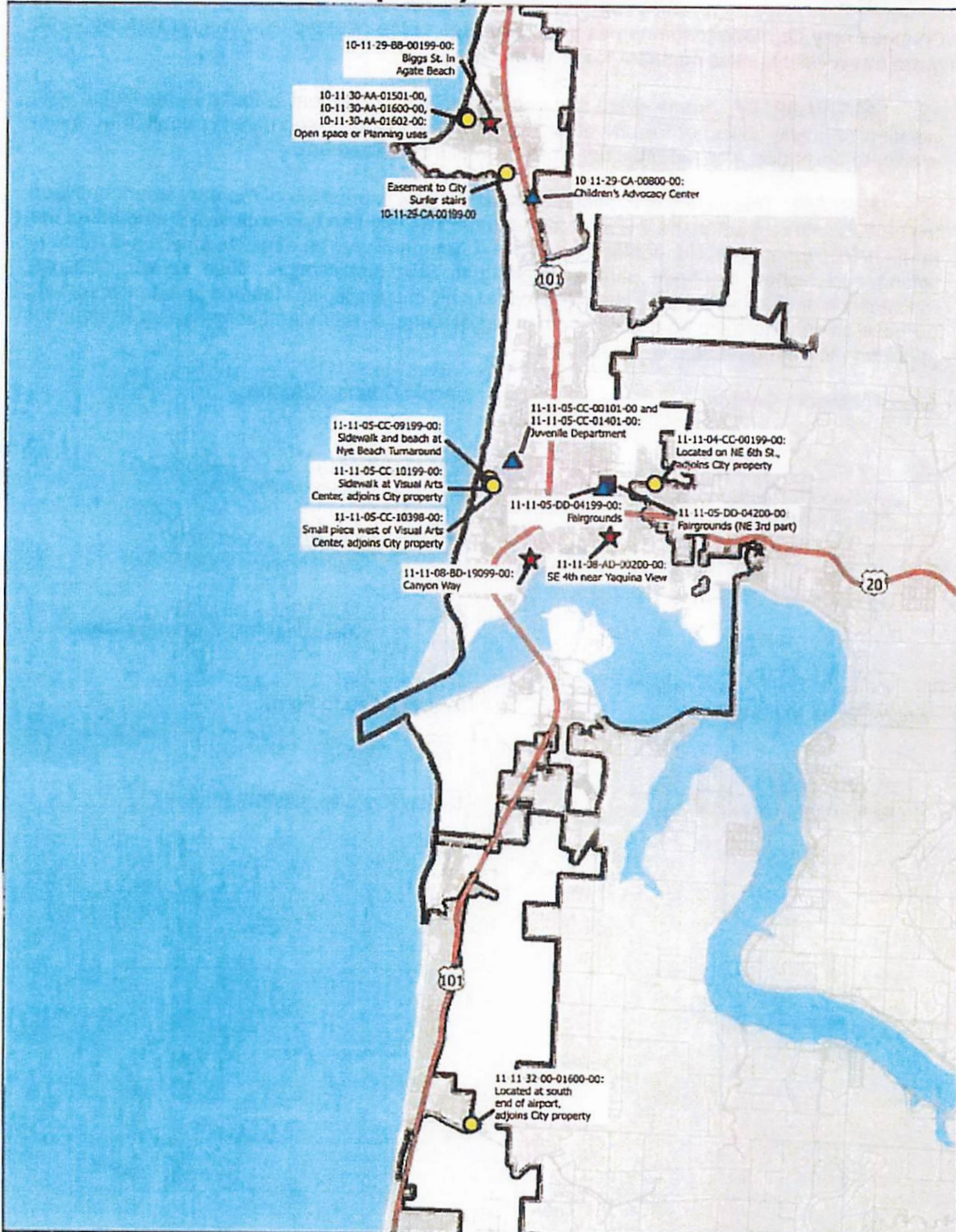
Approved as to Form:

 _____
Kristin H. Yuille, County Attorney

LINCOLN COUNTY - CITY OF NEWPORT

Property Transfers

EXHIBIT A



- Parcels to be potentially transferred to the City
- ▲ Parcels to be transferred from the City to the County
- Right of Way to be dedicated
- ★ Parcels to be potentially transferred or dedicated as Right of Way
- Taxlot Boundary
- City Boundary



0 0.5 1 Miles

Projection: NAD 83 HARN Lambert Conformal Conic
 Data Sources: Lincoln County Assessor, Lincoln County Surveyor
 Disclaimer: Lincoln County government use only.
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