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INTERGOVERNMENTAL AGREEMENT

This agreement is between Yamhill County, a political subdivision of the State of Oregon (herein "County") and the City of Newberg, Oregon, a municipal corporation (herein "City").

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Purpose of Agreement. Pursuant to authority granted by ORS 190.003 - 190.110, this agreement is intended to further cooperation between the parties in the development of Rodger's Landing County Park (herein "park" or "site"). The park is a valuable asset to both parties and its use by the public has increased dramatically in recent years. It is necessary that parameters be established for cooperation between the city and county to insure continued upgrading of park facilities and adjacent city property for the direct benefit of the general public and the recreational boating public.

Duties of City:

2. The use of property owned by city and commonly referred to as Tax Lot 3229-2700 and 3229-2800 is necessary for the full enjoyment by the public of Rodger's Landing County Park. Tax Lot 3229-2700 and the easements described in county Deed and Mortgage Records at book volume 140, page 298, are necessary to provide public access to Tax Lot 3229-2800 and Rodger's Landing County Park during periods of peak use. Tax Lot 3229-2800 is necessary for public park and recreation uses. In recognition of these facts, city shall maintain and defend its right to use the above-described easements for public purposes and its title to Tax Lots 3229-2700 and 3229-2800, or to otherwise insure that these properties will continue to be provided for the above-stated uses so long as Rodger's Landing County Park continues to be dedicated to public park and recreation uses.

3. The parties agree that the public would be served best if city water and sewer is provided to the park. The city therefore agrees to make, in good faith, all reasonable efforts to insure that city water and sewer can be provided to the site.

4. City shall provide preliminary and final engineering services necessary to extend city water and sewer service to the site. Engineering shall include routing, preparation of construction drawings, plans, and specifications. The duty to provide engineering services as specified in this paragraph is contingent upon establishment of governmental authority to provide water and sewer to the site. City shall coordinate with county to insure that engineering services are provided within the time frame of the grant for improvement obtained by county from the State Marine Board.

5. City shall cooperate with county in the development of an overall site drainage plan, and provide 50% of the funding for drainage improvements. The total city outlay for drainage improvements at the park and adjoining city property shall not exceed \$4000.

6. City shall cooperate with county in acquisition of development permits for the site. It is anticipated that fees for water hookup on site will be \$1700 and fees for sewer hookup will total \$2200. City agrees to waive the actual amount of sewer and water connection fees as part of its contribution toward providing a local match of grant funds requested by county from the State Marine Board.

7. City shall participate in the construction of improvements on property under the control of city or county at the site, using city materials, equipment, and labor as agreed between the parties, and as necessary to match grant funds for site improvement.

Duties of County:

8. The use of property owned by Smurfit Corporation and leased to county, commonly referred to as Rodger's Landing County Park, is necessary for the full enjoyment by the public of the park. In recognition of this fact, county agrees to maintain and defend its possessory interest in the area leased from Smurfit Corporation, or otherwise, to the best of its abilities, insure that the property will be perpetually dedicated to public park and recreation uses.

9. County shall participate in the construction of improvements on property under the control of city or county at the site, using materials, equipment, and labor as agreed between the parties and as necessary to match grant funds for site improvement.

10. County shall make application to the State Marine Board for grant funding for improvement of the park, and shall provide administration of such grant if approved.

11. County shall coordinate with city to provide adequate drainage of the site and adjacent city property.

12. County shall cooperate with city in its effort to extend city water and sewer service to the park.

13. County shall provide maintenance as necessary to insure that Rodger's Landing County Park and Tax Lot 3229-2800 will function as a quality public recreational asset to the community.

Both Parties Agree:

14. Both parties shall provide maintenance of the easements described in county Deed and Mortgage Records at book volume 140, page 298, and of public access provided across Tax Lot 3229-2700. Maintenance shall be provided to that level necessary to insure safe ingress and egress by the public during periods of peak use by the public of Rodger's Landing County Park.

15. Both parties shall cooperate in future planning and site development proposals regarding the existing Rodger's Landing Park, Tax Lot 3229-2700, the easements described in county Deed and Mortgage Records at book volume 140, page 298, and Tax Lot 3229-2800, and shall coordinate planning and development activities with each other and with affected city, state, and federal agencies. Future grant applications affecting the park or adjacent city property shall be administered by the party making the application.

16. Both parties shall comply with the public contracting provisions of ORS 279.310 to 279.340 to the extent those provisions apply. Any agreements entered into as a result of cooperation between county and city established by this agreement shall be in full compliance with all state, federal, and local laws and ordinances, including public bidding requirements. In order that no violation of the debt limitation on counties imposed by Article XI, Section 10 of the Oregon Constitution is made by county, any goods or services obtained under contract pursuant to the cooperation established in this agreement shall contain a nonappropriation clause allowing the county to cease payment to the vendor without further liability.

17. Both parties agree that contributions by a party toward construction on or improvement of property owned or under the control of the other party does not create a possessory interest in such improvements, nor does it allow the contributing party the right to assert a lien for such improvements.

18. To be valid, any modification of this agreement shall be in writing, signed by both parties.

19. The duration of this agreement is perpetual. Either party may terminate this agreement, without cause, by providing six months written notice of termination to the other party.

DATED this 10th day of JUNE, 1988.

CITY OF NEWBERG

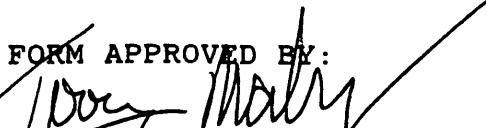
YAMHILL COUNTY


JIM WATSON
Newberg City Manager


Chairman TED LOPUSZYNSKI


Commissioner DONALD D. PORTER

FORM APPROVED BY:


TERRY MAHR
Newberg City Attorney


Commissioner DAVID E. BISHOP


TODD SADLO
Assistant County Counsel

Accepted by Yamhill County
Board of Commissioners on
6-8-88 by Board Order
88-301.

Bert-
do we have an original
if so - where is it and
where are we going to
keep it,
- To

Terry,
We didn't
get original.
File in your
agreement files.
Rona

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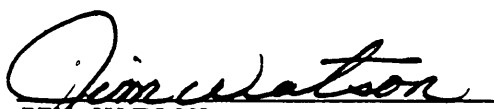
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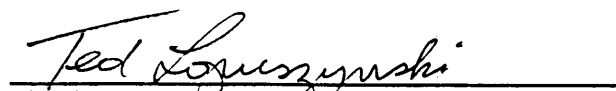
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CITY OF NEWBERG

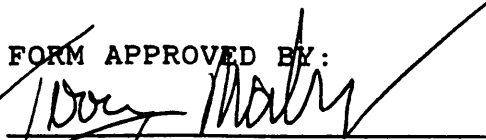
YAMHILL COUNTY


JIM WATSON
Newberg City Manager

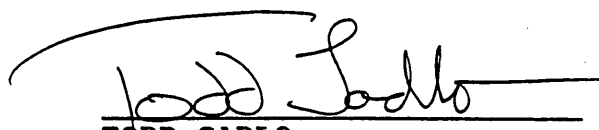

Chairman TED LOPUSZYNSKI


Commissioner DONALD D. PORTER

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