

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 16-08-30-05 ( In the matter of authorizing the County Administrator  
( to enter into an agreement with the State of Oregon  
( acting through its Department of Fish and Wildlife  
( regarding a long-term lease for the operation and  
( maintenance of a park and boat landing along the  
( Siuslaw River known as Konnie Memorial Park.

**WHEREAS**, In 2016, the Oregon Department of Fish and Wildlife (ODFW) approached Lane County Parks about the opportunity to operate and maintain Konnie Memorial Park, more specifically described in Exhibit A; and

**WHEREAS**, Lane County Parks has historically been a significant provider of water access opportunities in the County; and

**WHEREAS**, Lane County Parks currently has similar agreements with ODFW for other facilities like Mercer Lake Boat Ramp, Mapleton Boat Ramp, and Teirnan Boat Ramp; and

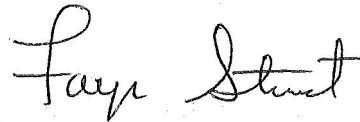
**WHEREAS**, The Board finds that leasing the property long-term will provide the best recreational opportunity into the future for the public; and

**WHEREAS**, ODFW has submitted a lease agreement for the Board's consideration and is included as Exhibit A; and

**NOW THEREFORE, IT IS**

**ORDERED** that the County Administrator is authorized to enter into an agreement with the State of Oregon, acting through its Department of Fish and Wildlife, regarding a long-term lease for the operation and maintenance of the park and boat landing along the Siuslaw River known as Konnie Memorial Park ending January 1, 2045.

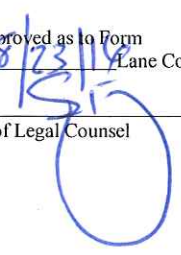
Dated this 30th day of August, 2016.



\_\_\_\_\_  
Faye Stewart, Chair  
Lane County Board of Commissioners

Approved as to Form  
Date 8/23/16 Lane County

\_\_\_\_\_  
Office of Legal Counsel



**INTERGOVERNMENTAL LEASE AGREEMENT**

This Intergovernmental Lease Agreement (this "Lease"), is made and entered into as of the date of the last signature hereto by and between the State of Oregon acting through its Department of Fish and Wildlife ("Lessor"), and Lane County, Oregon by and through its Parks Department ("Lessee").

The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this Lease. Lessor hereby leases to Lessee the Premises described below under the following terms and conditions:

1. **Premises.** The "Premises" means the property described as Tax Lots 300 shown as "Exhibit A" on the attached Lane County Assessor's Map 17-09-28-00-00300 in Lane County, Oregon. The property is approximately 144.59 acres in area.
2. **Term.** The original term of this Lease and Lessee's right to occupy the Premises shall commence on the later of (a) **July 1, 2015**, or (b) the date the conditions set forth in Section 6 hereof have been satisfied. After commencement, the original term of this Lease shall continue until **June 30, 2045**.
3. **Rent.** There is no rent due to either party under the terms of this Lease.
4. **Renewal Option.** If the Lessee is not then in default, Lessee shall have the option to renew this Lease for an additional term of thirty years. Lessee may exercise this option by written notice to Lessor given not later than **January 1, 2045** for the renewal term. The giving of such notice shall be sufficient to make the Lease binding for the renewal term without further action of the parties. Except as noted, the terms of the Lease shall be the same for the term of renewal unless the parties mutually agree to any other modifications.
5. **Appropriations.** It is understood and agreed that the obligations of Lessee under this Lease are subject to the provisions of Oregon Local Budget Law. Lessee will attempt to secure appropriate funds equivalent to its obligations for each fiscal year (July 1 to June 30). Notwithstanding any other provision in this Lease, in the event that appropriations are not made for an ensuing fiscal year, Lessee will provide thirty (30) days' notice to the Lessor of its intent to withdraw from this Lease and may then terminate this Lease at that time with no additional obligations beyond those attendant with returning the Premises to the Lessor upon such termination in accordance with the terms of this Lease.

Lessor's obligations under this Lease are conditioned upon Lessor receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Lessor, in the exercise of its reasonable administrative discretion, to meet its obligations under this Lease. Nothing in this Lease is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

**6. Conditions to Commencement of Lease.**

The commencement of the original term of Lease and of Lessee's right to occupy the Premises is conditioned on satisfaction of all of the following conditions:

- None

**7. Use of Premises.** (a) Lessee agrees to manage and maintain the Premises as a public park, which may include camp sites and/or a camp host site, and keep the Premises in as good repair as it is at commencement of this Lease, excepting reasonable wear and tear arising from the use of the Premises. Lessee may make improvements to the Premises in the furtherance of the park purposes ("Improvements"), but shall obtain Lessor's written approval of all plans before proceeding with any such Improvements. The Premises shall not be used for any other purpose without the consent of Lessor, which consent will not be unreasonably withheld. Such fees as Lessee may charge for use or services at the Premises may not exceed the amounts of fees charged for use or services at comparable facilities owned and operated by Lessee.

(b) Ownership of Improvements at termination. At the time of termination of the Lease, the Improvements will become the property of Lessor, and Lessee will have no further rights in or to the Improvements.

**8. Lessor's Covenants.** Lessor covenants that Lessor has the right to make this Lease and to lease the Premises to Lessee "as is"; that the use of the Premises by Lessee for the specific uses set forth in Section 7 is not to Lessor's knowledge in violation of any laws, including the land use regulations of the county in which Premises are located; and that on performing its covenants of this Lease, Lessee may enjoy the rights granted by this Lease free from rightful interference by Lessor.

**9. Maintenance and repairs.** Lessee shall be responsible for all maintenance and repair of the Premises and Improvements. In addition, Lessee shall take good care of the Premises and Improvements and at the termination of the Lease surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable and expected wear and tear, and permitted Improvements.

**10. Services and utilities.** Lessee shall provide all utilities and services for the Premises.

**11. Lessee's insurance.**

(a) Lessee is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A certificate of self-insurance will be provided upon request of Lessor, which shall name the Lessor, including its directors, officers, agents, and employees, as additional insureds with respect to negligent acts and omissions of Lessee, its officers, contractors, employees or agents. Revised certificates of self-insurance shall be provided to Lessor as changes occur.

(b) Lessee agrees to indemnify and (subject to ORS Chapter 180) defend Lessor and the State of Oregon, including their respective officers, divisions, agents and employees, from all

claims, suits, damages, costs and fees in defense thereof, or actions of any nature resulting from the acts or omissions of Lessee, its officers, contractors, employees, agents, invitees, guests, and all other users of the Premises under this Lease. This indemnification shall exclude any acts and omissions of Lessor, its officers, contractors, employees and agents.

(c) To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), Lessor shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Lessee against liability for personal injury or damage to life or property to the extent arising out of or in any way connected with Lessor's negligent or willful acts or omissions related to its ownership of the Premises. Lessor's activities will be deemed to include those of its agents, and employees. This indemnification shall exclude any acts or omissions of Lessee, its officers, contractors, employees and agents.

**12. Statement of self insurance.** The State of Oregon is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A certificate of self-insurance will be provided upon request of Lessee.

**13. Waiver of subrogation.** Neither Lessor nor Lessee shall be liable to the other for any loss arising out of damage to or destruction of the Premises or the Improvements or the contents thereof, when such loss is caused by any of the perils which are included within or insured against by a standard form of comprehensive general liability insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of its respective agents or employees.

**14. Holdover.** With thirty (30) days prior written notice to Lessor, Lessee may hold over this Lease for a period not to exceed two (2) months after the end of the Lease term without obtaining prior consent of Lessor. If Lessee holds over the Lease term, a tenancy from month to month shall be created on the same terms as the then current lease. The holdover shall not be construed as an exercise of any renewal option. Lessee holding over the Lease longer than the first two (2) months shall be subject to Lessor's consent.

**15. Notices.** Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective seventy two (72) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302  
Attn: Realty Services  
Phone: (503) 947-6240; FAX: (503) 947-6140  
Email: richard.d.duncan@state.or.us

Lessee: Lane County Parks Department  
3050 N. Delta Highway  
Eugene, Oregon 97408  
Attn: Mike Russell, Parks Manager  
Phone: (541) 682-2000  
Email: [Mike.Russell@co.lane.or.us](mailto:Mike.Russell@co.lane.or.us)

**16. Termination.** At any time during the Lease term, either party may terminate this Lease without further obligations or liability, with not less than ninety (90) days prior written notice to the other party.

**17. Merger.** This Lease constitutes the entire agreement between the parties on the subject matter of this Lease. No waiver, consent, modification or change of terms of this Lease shall bind either party unless in writing and signed by both parties. 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 Lease. The parties, by the signature below of their respective authorized representatives, hereby acknowledge that the parties have read this Lease, understand it, and agree to be bound by its terms.

**18.** This Lease shall not become effective and shall not be binding upon Lessor or the State of Oregon until it has been executed, in the signature spaces provided below, by all parties to this Lease, including those whose approval is required.

EXHIBIT A

Lessor: State of Oregon acting by and through its Department of Fish and Wildlife

By: \_\_\_\_\_  
Bill Herber, Acting Deputy Director for Administration

Date: \_\_\_\_\_, 2016

Lessee: Lane County, Oregon acting by and through its Parks Department

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

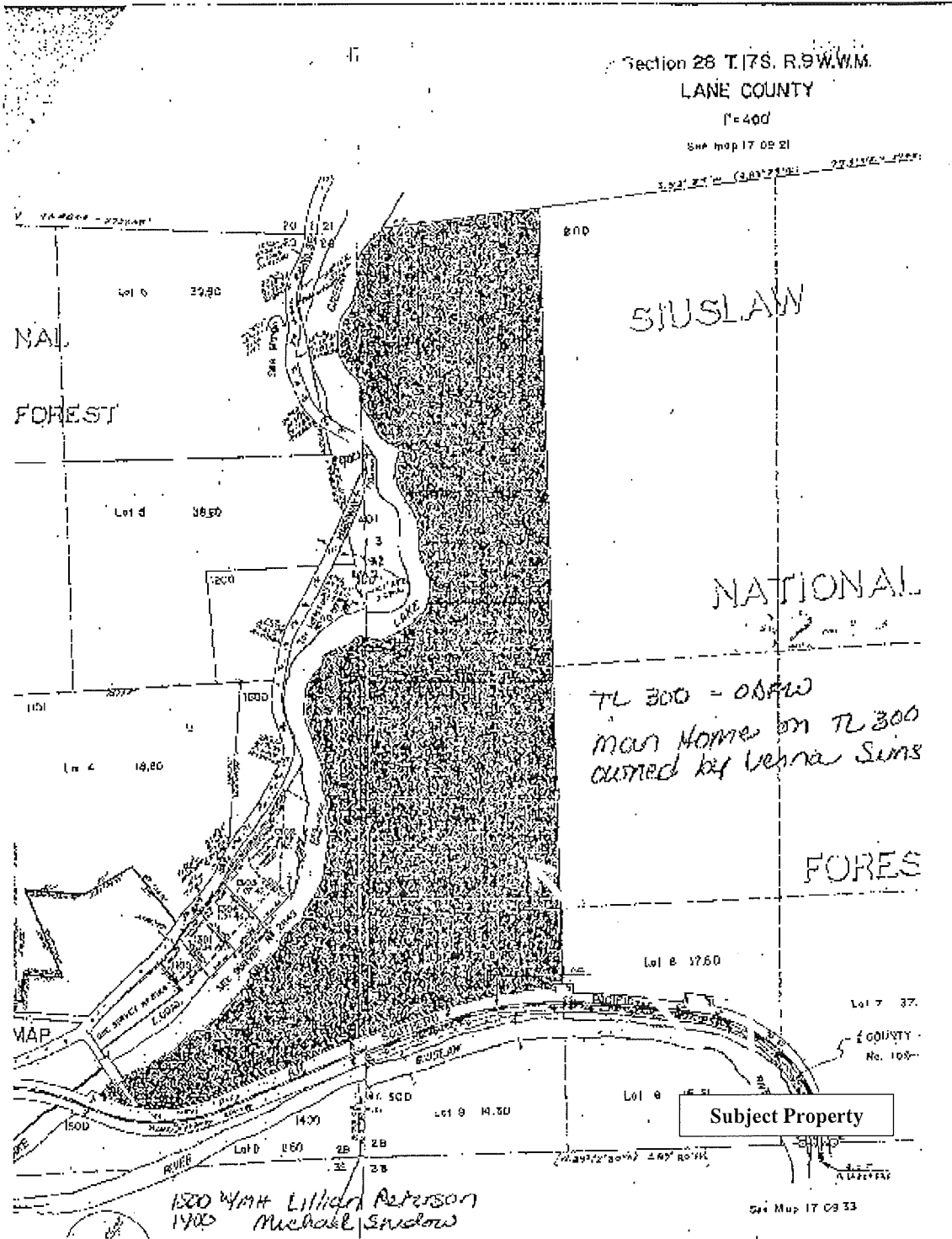
\_\_\_\_\_  
Steve Mokrohisky  
County Administrator

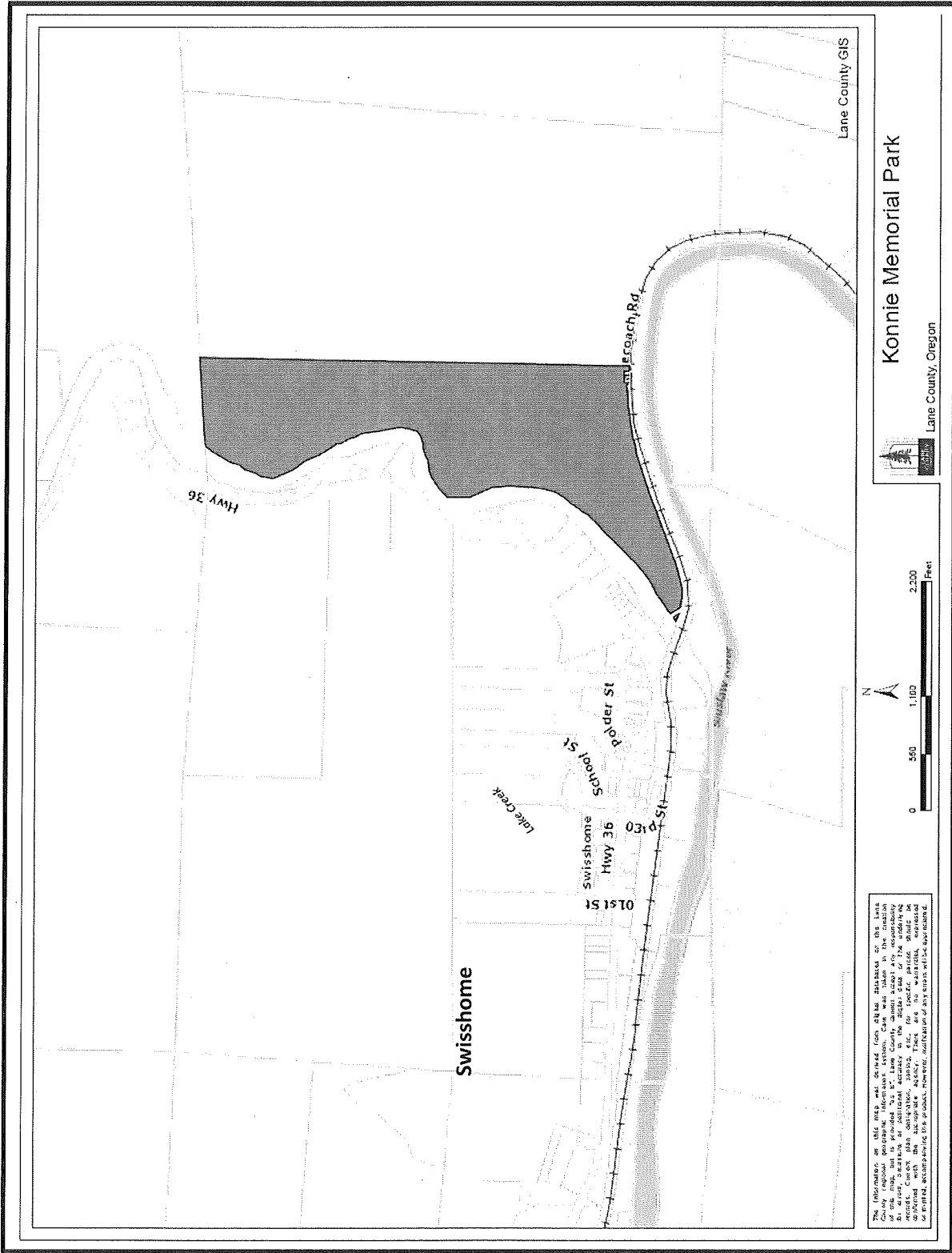
Date: \_\_\_\_\_, 2016

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
County Counsel

**EXHIBIT A**





Konnie Memorial Park Vicinity Map