



City of Rockaway Beach City Council Workshop Meeting Agenda

Date: Wednesday, March 11, 2026

Time: 4:30 PM

Location: Rockaway Beach City Hall, 276 Hwy 101 - 2nd Floor Conference Room

Watch meeting here: rockawaybeachor.portal.civicclerk.com

Join here to attend remotely:

<https://us06web.zoom.us/j/89815977150?pwd=2oLYsn5hWnBlgKlpM7UNB9h1hiNRb.1>

Meeting ID: 898 1597 7150

Passcode: 135691

Dial by your location

253 215 8782 US (Tacoma)

What is a City Council Workshop? *Workshops are intended to allow for preliminary discussions by the City Council and staff. Workshops are held to present information to the Council so that the Council is prepared for upcoming regular meetings. Workshops are subject to Oregon's public meeting law and must be noticed accordingly. No final City Council decisions are made during workshops. The public is encouraged to attend workshops but may not participate unless expressly asked.*

Note: Agenda item times are estimates and are subject to change.

1. CALL TO ORDER

2. ROLL CALL

Mayor: Charles McNeilly

Councilors: Penny Cheek, Kiley Konruff, Tom Martine, Mary McGinnis, Pat Ryan

3. COUNCIL BRIEFING/DISCUSSION

- a. Review of Proposed Amendments to City Charter (4:31 p.m.)
- b. Discussion Regarding Cap Exemption for Accessible Short-Term Rentals (STRs) (4:45 p.m.)
- c. Discussion Regarding Reappointment of Planning Commission Members (5:10 p.m.)
- d. Review of Contracts for Fire Department Services (5:15 p.m.)

Rockaway Beach City Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder Melissa Thompson at cityrecorder@corb.us or 503-374-1752.

e. Other Regular Session Agenda Items Review (5:30 p.m.)

4. ADJOURNMENT (5:35 p.m.)

ROCKAWAY BEACH CITY CHARTER OF 2027

CITY OF ROCKAWAY BEACH

PREAMBLE

We, the voters of Rockaway Beach, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this home rule Charter to guide our City Government.

Commented [MT1]: Per LOC Model, makes clear the intent to use all home rule power under Oregon Constitution.

Chapter 1

NAMES AND BOUNDARIES:

Section 1.1 Title. This charter-enactment may be referred to as the Rockaway Beach City Charter of 2027, and the

Section 1.2 Names. The City shall continue to be known as Rockaway Beach, Oregon.

Section 2.1.3 Boundaries. The City includes all territory within its boundaries as they now exist or are legally modified. The City will maintain as a public record an accurate and current description of the boundaries.

Chapter 2

POWERS

Section 3.2.1 Powers. The City has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the City, as fully as though this Charter specifically enumerated each of those powers.

Section 4.2.2 Construction. The Charter shall be liberally construed so that the City may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 5.2.3 Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This Charter vests all other City powers in the Council except as the charter otherwise provides. The Council has legislative, administrative and quasi-judicial authority. The Council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The Council may not delegate its authority to adopt ordinances.

Chapter 3

COUNCIL

Section 6.3.1 Council. The Council consists of a Mayor plus five voting Councilors nominated and elected from the City at large.

Section 7.3.2 Mayor. The Mayor shall preside over all meetings and deliberations of the City Council and be privileged to all City business. The Mayor shall nominate for appointment by a majority of the Council, Liaison Councilors, members of all committees, heads of departments, other persons as required by the Council, laws, rules or ordinances.

Commented [MT2]: Not applicable in City Manager-Council form of government.

The Mayor has no right to vote and has no veto power. ~~The Mayor is entitled to vote only when a tie vote of the council occurs.~~ The Mayor shall preserve order, enforce ordinances and Council rules, determine the order of business, and shall be responsible for the efficient, legal and orderly conduct of City business. The Mayor shall sign all warrants and all legal documents approved by the Council and shall be an ex-officio member of all boards and commissions of the City. The Mayor shall, annually or semiannually, communicate a general statement of the condition of the affairs of the City of Rockaway Beach and recommend the adoption of such measures as the Mayor may deem expedient and proper. ~~The Mayor is entitled to vote only when a tie vote of the council occurs.~~

Commented [MT3]: Moved here from below for clarity.

Commented [MT4]: Moved within section for clarity.

–The mayor serves as the political head of the city government.

~~TERM OF MAYOR’S OFFICE. The term of office shall be two (2) years.~~

Commented [MT5]: Duplicate text. Terms indicated in Chapter 7.

Section ~~83.3~~. Council President. At its first meeting each year, the Council must elect a president from its membership. The president presides in the absence of the Mayor and acts as Mayor when the Mayor is unable to perform duties.

Section ~~93.4~~. Rules. The Council must by resolution adopt rules to govern its meetings.

Section ~~103.5~~. Meetings. The Council shall meet in the City regularly at least once each month at a time and place designated by ordinance, and may meet at other times in accordance with the ordinances.

Section ~~113.7~~. Quorum. A quorum shall consist of three of the five voting council members, and such quorum is necessary in order to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules. ~~At least three affirmative votes are necessary to pass an ordinance.~~

Commented [MT6]: Legal edit. This repeats Section 15(a) and (b). This is misplaced in this section regarding quorum.

Section ~~123.8~~. Vote Required. The express approval of a majority of a quorum of the council is necessary for any Council decision, except when this charter requires otherwise.

Section ~~133.9~~. Record. A record of Council meetings must be kept in a manner prescribed by the Council rules.

Chapter ~~IV~~
LEGISLATIVE AUTHORITY

Section ~~144.1~~. Ordinances. The Council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Rockaway Beach ordains as follows:”.

Section ~~154.2~~. Ordinance Adoption.

(a) Except as authorized by subsection (b), adoption of an ordinance requires approval by three voting Councilors at two meetings.

(b) The Council may adopt an ordinance at a single meeting by the approval of at least three voting Councilors, provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the Council adopts the ordinance at that meeting.

(d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(e) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section ~~164.3~~. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

Chapter ~~V~~

~~5~~

ADMINISTRATIVE AUTHORITY

Section ~~175.1~~. Resolutions. The Council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Rockaway Beach resolves as follows:".

Section ~~185.2~~. Resolution Approval.

(a) Approval of a resolution or any other Council administrative decision requires approval by the Council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the Council adopts the resolution at that meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the Council minutes.

(d) After approval of a resolution, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section ~~195.3~~. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Chapter ~~VI~~

QUASI-JUDICIAL AUTHORITY

Section ~~206.1~~. Orders. The Council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Rockaway Beach orders as follows:".

Section ~~216.2~~. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the Council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the Council adopts the order.

(c) After approval of an order or other Council quasi-judicial decision, the vote of each member must be entered in the Council minutes.

(d) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 226.3. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII
ELECTIONS

Section 237.1. Councilors. The term of a Councilor in office when this Charter is adopted is the term for which the Councilor was elected. ~~At each general election after the adoption, three councilors will be elected for four year terms. At the 2028 general election, Council Position 1, Council Position 2, and Council Position 3 will each be elected for four-year terms, and Council Position 5 will be elected for a two-year term. Except as otherwise provided in this Charter, at subsequent elections, Councilors will be elected for four-year terms, such that the election cycle shall be staggered with either three or two Council positions being elected.~~

Commented [MT7]: Corrects the staggering of councilor elections.

Section 247.2. Mayor. The term of the mayor in office when this Charter is adopted continues until the next general election. At ~~every other each~~ general election after the adoption, a Mayor will be elected for a ~~two (2) four (4)~~ year term.

Commented [MT8]: Corrects error.

Section 257.3. State Law. City elections must conform to state law except as this Charter or ordinances provide otherwise. All elections for City offices must be nonpartisan.

Commented [MT9]: Changes Mayor's term of office from 2 years to 4 years as proposed in Council's February Workshop discussion.

Section 267.4. Qualifications for Elective Office. ~~A Person shall be eligible for an elective office of the City if at the time of election he/she is a qualified elector within the City for twelve continuous months immediately preceding the election and remains so during the term of office to which elected. The Council shall be final judge of the qualifications and election of its own members.~~

Commented [MT10]: Duplicate text deleted and reorganized in subsection (a) below.

(a) The Mayor and each Councilor must be a qualified elector under state law within the city for twelve continuous months immediately preceding the election and remain so during the term of office to which elected, and reside within the City for at least one year immediately before election or appointment to office.

(b) No person may be a candidate at a single election for more than one City office.

(c) Neither the Mayor nor a Councilor may be employed by the City.

(d) The Council is the final judge of the election and qualifications of its members.

Section 277.5. Nominations. The Council must adopt an ordinance prescribing the manner for a person to be nominated to run for Mayor or a City Councilor position.

Section ~~287.6~~. Terms. The term of an officer elected at a general election begins at the first ~~C~~eouncil meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section ~~297.7~~. Oath. The ~~M~~m mayor and each ~~C~~eouncilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section ~~307.8~~. Vacancies. The ~~M~~m mayor or a ~~C~~eouncil office becomes vacant:

(a) Upon the incumbent's:

~~(1) Failure to qualify for the office within 10 days of the time the term of office is to begin;~~

~~(3) Ceasing to reside in the city;~~

~~(4) Ceasing to be a qualified elector under state law;~~

~~(5) Conviction of a public offense punishable by loss of liberty;~~

~~(6) Resignation from the office, or~~

~~(7) Removal under Section 33(i).~~

(1) Death;

(2) Adjudicated incompetence; or

(3) Recall from the office.

(b) Upon declaration by the Council of the vacancy in case of the incumbent's:

(1) Failure, following election or appointment to the office, to qualify for the office within ten days ~~after of~~ the time ~~for his or her the~~ term of office ~~is~~ to begin;

(2) Absence from the City for 30 days without the Council's consent or from all meetings ~~for within~~ a ~~sixty-60~~-day period;

~~(c) Upon declaration by the council after the incumbent's:~~

~~(1) Failure to qualify for the office within 10 days of the time the term of office is to begin;~~

(3) Ceasing to reside in the ~~C~~eity;

(4) Ceasing to be a qualified elector under state law;

(5) Conviction of a public offense punishable by loss of liberty;

(6) Resignation from the office;

(7) Removal under Section ~~338.1~~(i).

Commented [MT11]: Original text was repeated in subsection (b). Replaced by provisions from LOC Model Charter.

Commented [MT12]: Duplicate text deleted.

Commented [MT13]: Alternate text: "Conviction of a felony;"

Section ~~317.9~~. Filling Vacancies. A vacancy in the Council shall be filled by appointment by a majority of the Council. In this matter the Mayor is considered to have a vote. The appointee's term of office runs from the time of his or her qualifying for the office after appointment until expiration of the term of the predecessor who has left the office vacant. If the vacancy is filled more than ~~ninety-90~~ days before the next general election, the appointee's term of office runs only until the first Council meeting in the year immediately following the election, and at that election a member shall be elected to fulfill the unexpired term. During a temporary, (in excess of ~~sixty-60~~ days) absence or disability period where an elected officer cannot perform ~~his/her~~their duties, the office may be filled pro ~~tern-tem~~ in the manner provided for filling vacancies adopted by Council rules ordinance.

Commented [MT14]: Corrects error.

Chapter ~~VIII~~ APPOINTIVE OFFICERS

Section ~~328.1~~. City Manager.

(a) The office of ~~Ceity M~~anager is established as the administrative head of the ~~Ceity~~ government. The ~~Ceity M~~anager is responsible to the ~~M~~ayor and ~~Ce~~ouncil for the proper administration of all ~~Ceity~~ business. The ~~Ceity M~~anager will assist the ~~M~~ayor and ~~Ce~~ouncil in the development of ~~Ceity~~ policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the ~~Ce~~ouncil must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager need not reside in the ~~Ceity~~.

(d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the ~~Ce~~ouncil. The ~~Ce~~ouncil must fill the office by appointment as soon as practicable after the vacancy occurs.

(e) The manager must:

- (1) Attend all ~~Ce~~ouncil meetings unless excused by the ~~M~~ayor or ~~Ce~~ouncil;
- (2) Make reports and recommendations to the ~~M~~ayor and ~~Ce~~ouncil about the needs of the ~~Ceity~~;
- (3) Administer and enforce all ~~Ceity~~ ordinances, resolutions, franchises, leases, contracts, permits, and other ~~Ceity~~ decisions;
- (4) Appoint, supervise and remove ~~Ceity~~ employees;
- (5) Organize ~~Ceity~~ departments and administrative structure;
- (6) Prepare and administer the annual ~~Ceity~~ budget;
- (7) Administer ~~Ceity~~ utilities and property;

(8) Encourage and support regional and intergovernmental cooperation;

(9) Promote cooperation among the Council, staff and citizens in developing City policies, and building a sense of community;

(10) Perform other duties as directed by the Council;

(11) Delegate duties, but remain responsible for acts of all subordinates.

(f) The manager has no authority over the Council or over the judicial functions of the municipal judge.

(g) The manager and other employees designated by the Council may sit at Council meetings but have no vote. The manager may take part in all Council discussions.

(h) When the manager is temporarily disabled from acting as manager or when the office of manager becomes vacant, the Council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with Council approval.

(i) No Council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the Council after a public hearing. In Council meetings, councilors may discuss or suggest anything with the manager relating to City business.

Section 338.2. Appointed Officers. The duties required of persons appointed to fill offices established by the Council shall be as prescribed in the applicable ordinance, resolution, job/position description, contract or service agreement adopted by the Council when appointing persons to those offices.

Section 348.3. City Attorney. The office of City Attorney is established as the chief legal officer of the City government. A majority of the Council must appoint and may remove the attorney.

Section 358.4. Municipal Court and Judge.

(a) A majority of the Council may appoint and remove a municipal judge ~~and any judge pro tempore.~~ A municipal judge will hold court in the City at such place as the council directs. The court will be known as the Municipal Court.

Commented [MT15]: Deleted text repeated in subsection (f).

~~Judicial Qualifications.~~

Commented [MT16]: Heading with no subtext.

~~(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.~~

~~(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.~~

~~(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.~~

Commented [MT17]: Duplicate text.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;

~~(3) Commit to jail or admit to bail anyone accused of a City offense;~~

Commented [MT18]: Provision added from LOC Model Charter.

- ~~(4)~~ Issue and compel obedience to subpoenas;
- ~~(45)~~ Compel witnesses to appear and testify;
- (6) Penalize contempt of court;
- ~~(57)~~ Issue processes necessary to enforce judgments and orders of the court;
- ~~(68)~~ Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The Council may appoint and may remove municipal judges pro-~~tertem~~.

Commented [MT19]: Corrects typographical error.

(g) The Council may transfer some or all of the functions of the municipal court to an appropriate state court.

Chapter ~~IX~~
PERSONNEL

Section ~~369.1~~. Compensation. The Council must authorize the compensation of City officers and employees as part of its approval of the annual City budget.

Section ~~379.2~~. Merit Systems. The Council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of City employees based on merit and fitness.

Chapter ~~X~~
PUBLIC IMPROVEMENTS

Section ~~3910.1~~. Procedure. The Council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by

owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section ~~4010.2~~. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Chapter ~~XI11~~
MISCELLANEOUS PROVISIONS

Section ~~4111.1~~. Debt. City indebtedness may not exceed debt limits imposed by state law. A Charter amendment is not required to authorize ~~C~~city indebtedness.

Section ~~4211.2~~. Ordinance Continuation. All ordinances consistent with this ~~C~~harter in force when it takes effect remain in effect until amended or repealed.

Section ~~4311.3~~. Repeal. All ~~C~~harter provisions adopted before this ~~C~~harter takes effect are repealed.

Section ~~4411.4~~. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section ~~4511.5~~. Time of Effect. This charter takes effect, ~~January 14, 2009~~ January 1, 2027.

Mayor's Term of Office

for reference for Charter amendment review 03/11/2026

Tillamook County

City	Term
Bay City	2 years
Garibaldi	2 years
Manzanita	2 years
Nehalem	2 years
Rockaway Beach	2 years
Tillamook	4 years
Wheeler	4 years

Clatsop County

City	Term
Astoria	4 years
Cannon Beach	4 years
Gearhart	4 years
Seaside	4 years
Warrenton	4 years

Lincoln County

City	Term
Depoe Bay	2 years
Lincoln City	4 years
Newport	2 years
Siletz	2 years
Toledo	2 years
Waldport	2 years
Yachats	2 years

Becoming rentABLE Mobility Verified (Minimum Requirements)

Filters	Descriptions
Mandatory	
Accessible parking	Accessible on-site parking space (min 9' wide) with access aisle (min 6' wide)
Accessible path to entrance door	Hard surface walkway to entrance door without stairs (less than 2% slope, Walkways must have a clear, unobstructed width of 36" or wider
Step-free, one-step, or ramp at entrance door	Zero-step entrance or ramp (less than 8.3% slope)
Step-free access to living area, full bathroom and bedroom	If a portable ramp is used, it must be at least 36" wide with a max running slope of 1:12 (one foot in elevation change for every 12 feet).
Exterior accessible door 32" or wider	Entrance doorways must be 32" or wider
Interior accessible door 32" or wider	Interior doorways must be 32" or wider

Becoming rentABLE Cognitive Verified (Minimum Requirements)

Mandatory	
	Exterior Door Secondary Lock(s)
Minimum of 7 of the below features	
	Bathtub
	Glider, swing or rocking chair
	Muted color scheme
	Noise machine
	Blackout curtains
	Dimmer switches
	Nightlights
	Door alarm or security system
	Bathtub
	Exterior Lock on Fence Gate
	Life Jackets
	Locked Chemical Storage
	Outlet Safety Covers
	TVs Anchored to Wall
	Window Pin Locks
	Fragrance-Free Environment






Recommendations are based on the ease of verification and the need from guests with disabilities. Recommending the council to add no more than 6 required features to the resolution, Exhibit A.

Proposed Rockaway Beach Mobility Features

Rockaway Beach Proposed Filters	Becoming rentABLE Recommendations
Interior hard surface flooring	■ Recommended. Can mark as our pre-existing “ Hard-surface flooring ” filter
The threshold between floor surfaces must be beveled if the vertical change is between 1/4” - 1/2”	■ Recommended. Could be included with our Step-free access determination during the Becoming rentABLE Verified process.
The threshold between floor surfaces must be ramped if the vertical change exceeds 1/2”	■ Recommended. Could be included with our Step-free access determination during the Becoming rentABLE Verified process.
Entrance door handle must be mounted between 34-48” from the floor surface	■ NOT Recommended. However, this could be included with our “ Exterior door lever handle ” filter
Interior door handle must be mounted between 34-48” from the floor surface	■ NOT Recommended. However, this could be included with our “ Interior door lever handle ” filter.
Sink lip must be no higher than 34” above floor surface. Sink must provide at least 27” of knee clearance space from the bottom to the floor surface and at least 8” of clearance space from the front edge of sink	■ NOT Recommended. The closest BR filter to this is “Wheel-Under Kitchen Sink” filter, which this could be included with. This feature entails: A sink that is designed for someone using a wheelchair to roll under and easily use. The open space underneath the sink should be more than 32–34” off the floor and knee clearance should be at least 27” tall, 29” wide, and 10” deep.
Cooktop must be 31-34” from the floor surface and must provide at least 27” of knee clearance space from the bottom of the floor surface	■ NOT Recommended. However, this could be included with our “ Wheel-under stove ” filter.
Microwave must meet the following: max high forward reach for controls and operating mechanisms is 48”; max low forward reach is 15”	■ NOT Recommended. However, this could be included with our “ Wheelchair access microwave ” filter.
Roll-in shower must include a shower seat or bench with controls positioned within reach of the provided seat and grab bars	■ NOT Recommended. However, this could be included with our “ Roll-in shower ” filter.
Toilet seat height is 17-19” from floor	■ NOT Recommended. However, this could be included with our “ Elevated toilet ” filter.
Sink must be no higher than 34” above the floor surface. Sink must provide at least 27” of knee clearance space from the bottom to the floor surface and at least 8” of clearance space from the front edge of the sink	■ NOT Recommended. However, this could be included with our “ Wheel-under bathroom sink ” filter.

The following features were proposed by Rockaway Beach but **Becoming rentABLE does not have a direct match** for them due to the fact that many are hard to quantify, verify, and some are not applicable to STRs.

Proposed Rockaway Beach Mobility Features - No BR Match

Rockaway Beach Proposed Filters	Recommendations & Notes
Ramps must provide handrail mounted so the top surface is 34-36" above ramp surface	 NOT Recommended. No BR filter.
Hard-surface driveway	This filter has been renamed on Becoming rentABLE's platform to "Accessible Parking." This feature entails: having a hard-surface place to park a vehicle and exit a vehicle, the space being a certain size to accommodate wheelchairs.
Interior access routes must have a clear, unobstructed width of 36" or wider	 NOT Recommended. No BR filter. This is extremely hard to quantify and verify.
The ability to move furniture to accommodate wheelchair access is required	 NOT Recommended. No BR filter. Defining what furniture is able to be moved is not realistic as what one person may easily be able to move may not be movable by another.
Landing area next to sink must be no higher than 34" above the floor surface and provide an area of at least 24" wide	 NOT Recommended. The closest BR filter to this is "Wheel-Under Bathroom Sink." This feature entails: A sink with an open space underneath that allows someone using a wheelchair to roll up and use the sink easily. The open space underneath the sink should be at least 30" tall.
Work aisle must be 42" or wider	 NOT Recommended. No BR filter. Not applicable to STRs.

§ 113.02 SHORT-TERM RENTAL LICENSE APPLICATION AND APPLICATION PROCEDURES.

...

(E) Number of licenses available.

(1) The City Council shall establish the total number of licenses available by Council resolution. Except for licenses that may be granted to owners under divisions (F) or (H) below, the city will not issue more licenses than the total number of licenses established by the City Council.

(2) For license renewals each year, priority will be given to existing licenses seeking renewal, so long as a complete renewal application and payment is received by the city by July 31, or the next business day if July 31 falls on a day City Hall is closed. After July 31, if existing licenses are below the total number of licenses established by the City Council, new applications will be accepted from the new license waiting list.

....

[NEW DIVISION F] License availability exception for accessible dwelling units. Notwithstanding the number of licenses established under division (E) above, an owner of a dwelling unit may obtain a short-term rental license under the following conditions: (1) the dwelling unit meets accessibility criteria for short-term rentals as established by City Council resolution and (2) the applicant has provided third-party verification certifying the dwelling unit meets the established accessibility minimum standards for short-term rentals. The City Council shall establish criteria by Council resolution, setting minimum accessibility standards for short-term rentals and establishing a third-party company to provide verification that the established criteria has been met. Short-term rental dwelling units licensed under this exception shall provide yearly third-party verification at the time of license renewal. An eligible owner that submits a complete application meeting the requirements of divisions (B) and (F) of this section may obtain a short-term rental license without regard to the number of licenses available under division (E) above. Licenses issued under this division (F) shall not count against the number of licenses established by division (E) above and the owner issued a license under this division (F) may renew the license in subsequent consecutive years. Failing to timely renew a license in any one year will forfeit the ongoing renewal preference.

...

RESOLUTION NO. 2026-XX

A RESOLUTION ESTABLISHING STANDARDS FOR ACCESSIBLE SHORT-TERM RENTALS (STRs) AND THIRD-PARTY VERIFICATION

WHEREAS, the City of Rockaway Beach regulates the licensing and operation of STRs through the City of Rockaway Beach Code of Ordinances (Code) Chapter 113; and

WHEREAS, the City Council adopted amendments to Code Section 113.02(F) by Ordinance 202x-xx on [date], authorizing, among other things, the City Council to establish by Council resolution accessibility standards and a third-party vendor to provide verification that the accessibility standards have been met; and

WHEREAS, the City Council recognizes the lack of available accessible tourist accommodation in Rockaway Beach and wishes to address this deficiency; and

WHEREAS, the City Council wishes to make the City of Rockaway Beach an inclusive and accessible community; and

WHEREAS, providing an exception to the cap on STRs for accessible tourist accommodation in the City of Rockaway Beach will enhance inclusion and accessibility; and

WHEREAS, the City Council has identified a suitable vendor to provide certification for STRs in the City of Rockaway Beach that provide accessible accommodation.

NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS::

Section 1. Pursuant to City of Rockaway Beach Code Section 113.02(F), effective [date], dwelling units which provide the accessibility standards detailed in attached Exhibit A, shall be eligible for a license availability exception to the STR cap.

Section 2. Becoming RentABLE is authorized to provide verification for STRs in the City of Rockaway Beach which meet the accessibility standards detailed in Exhibit A.

Section 3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE Xth DAY OF X 2026.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

DRAFT

Short-Term Rental Minimum Accessibility Standards

Exterior, Parking and Entrance requirements

- Accessible on-site parking space (minimum of 9' wide) with access aisle (minimum of 6' wide)
- Hard surface driveway
- Hard surface walkway to entrance door without stairs (must be less than 2% slope)
- Zero-step entrance or ramp (must be less than 8.3% slope)
- If a portable ramp is used, it must be at least 36 inches wide with a maximum running slope of 1:12 (one foot in elevation change for every 12 feet)
- Ramps must provide handrail mounted so the top surface is 34-36" above the ramp surface
- Entrance doorways must be 32" or wider
- Entrance door handle must be mounted between 34-48" from the floor surface
- Walkways must have a clear, unobstructed width of 36" or wider

Interior requirements

- Interior doorways must be 32" or wider
- Interior door handles must be mounted between 34-48" from the floor surface
- Interior hard surface flooring
- Interior access routes must have a clear, unobstructed width of 36" or wider
- Ability to get to the primary living area, full bathroom and bedroom without steps (if not, there needs to be a stair lift or elevator)
- The ability to move furniture to accommodate wheelchair access is required
- The threshold between floor surfaces must be beveled if the vertical change is between ¼-½".
- The threshold between floor surfaces must be ramped if the vertical change exceeds ½".

Kitchen requirements

- Work aisle must be 42" or wider
- Sink lip must be no higher than 34" above the floor surface. Sink must provide at least 27" of knee clearance space from the bottom to the floor surface and at least 8" of clearance space from the front edge of the sink
- Landing area next to sink must be no higher than 34" above the floor surface and provide an area of at least 24" wide
- Cooktop may be a 31-34" from the floor surface and must provide at least 27" of knee clearance space from the bottom to the floor surface
- Microwave must meet the following: maximum high forward reach for controls and operating mechanisms is 48"; maximum low forward reach is 15".

Bathroom requirements

- Roll-in shower must include a shower seat or bench with controls positioned within reach of the provided seat and grab bars
- Toilet seat height is 17-19" from floor
- Two grab bars shall be provided near the toilet. The grab bar on the wall side of the toilet must be a minimum of 42" in length and mounted 33-36" from the floor surface. The grab bar behind the toilet shall be a minimum of 36" in length and 33-36" from the floor surface.
- Sink must be no higher than 34" above the floor surface. Sink must provide at least

27" of knee clearance space from the bottom to the floor surface and at least 8" of clearance space from the front edge of the sink

- The bathroom must have adequate clearance space of 48" to accommodate a wheelchair or other mobility device

Bedroom requirements

- Bed height is 20-23" from the floor to the top of mattress

Other requirements

- Service dogs (not including emotional support animals) must be allowed without charges or conditions

Cognitive Accessibility Requirements¹

Sensory

- Glider, swing or rocking chair
- Noise machine
- Bath tub (optional)
- Muted color scheme

Lighting

- Black out curtains
- Dimmer switches
- Nightlights
- Non-fluorescent lighting

Safety

- Secondary locks on exterior doors
- Chemicals stored in locked area
- Door alarm or security system
- Safety covers on electrical outlets
- TVs anchored to the wall
- Fenced yard with exterior lock on gate
- Window pin locks
- Life jackets provided (if near water or pool)

Odor-Free Environment

- Odor or fragrance-free cleaners
- Odor free air fresheners
- Odor free laundry detergent
- Odor free candles

¹ Adapted from *Cognitive Accessible Certification* requirements provided by BecomingRentABLE.
02/06/2026

RESOLUTION NO. 2026-XX

A RESOLUTION ESTABLISHING THE NUMBER OF SHORT-TERM RENTAL (STR) LICENSES THAT MAY BE ISSUED UNDER THE ACCESSIBLE DWELLING UNIT EXEMPTION

WHEREAS, the City of Rockaway Beach regulates the licensing and operation of STRs through the City of Rockaway Beach Code of Ordinances (Code) Chapter 113; and

WHEREAS, the City Council adopted amendments to Code Section 113.02 by Ordinance 2026-xx on [Month day year], authorizing, among other things, a short-term rental license availability exception for accessible dwelling units; and

WHEREAS, the Council wishes to exercise the authority granted in Code Section 113.02 and set priorities and limits on the total number of STR licenses that can be issued under this exemption.

NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS:

Section 1. Under the authority and conditions of City of Rockaway Beach Code of Ordinances Section 113.02, effective [date], a total of x license availability exceptions may be issued to accessible dwelling units.

Section 2. Priority shall be given in order to owners on the new license waiting list as of the effective date of this Resolution.

Section 3. This Resolution shall be effective [date].

APPROVED AND ADOPTED BY THE CITY COUNCIL THE xth DAY OF 2026.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

RESOLUTION NO. 2026-15

A RESOLUTION REAPPOINTING MEMBERS TO THE PLANNING COMMISSION

WHEREAS, the Rockaway Beach Charter Chapter III, Section 7 authorizes the Mayor, with the approval of a majority of the Council, to make appointments to committees; and

WHEREAS, the City of Rockaway Beach Planning Commission has three members whose terms are expiring on June 30, 2026; and

WHEREAS, Council Meeting Rules and Procedures provide that the Mayor may consider reappointment of incumbents; and

WHEREAS, the Mayor wishes to nominate these incumbent members to serve another term.

NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS:

Section 1. The City of Rockaway Beach City Council hereby approves the reappointment of the following individuals to the Planning Commission for the positions and term dates indicated:

Position	Name	Term End Date
1	Jason Maxfield	06/30/2030
2	Stephanie Winchester	06/30/2030
5	William (Bill) Hassell	06/30/2030

Section 2. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 11TH DAY OF MARCH 2025.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

**INTERGOVERNMENTAL AGREEMENT
FOR ALL ADMINISTRATIVE AND OPERATING SERVICES RELATED TO FIRE
PROTECTION SERVICES FOR THE NEDONNA BEACH RURAL FIRE
PROTECTION DISTRICT**

Between: City of Rockaway Beach, an Oregon municipal corporation (City),

And: Nedonna Rural Fire Protection District, a rural fire protection district authorized and operating under ORS Chapter 478 (Nedonna).

RECITALS

A. ORS 190.010 provides that units of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

B. City and Nedonna (the Parties) are each authorized to supply fire protection and emergency response services within their respective jurisdictions by any available means and to provide all necessary property, equipment, and personnel incident thereto.

C. The Parties have a long history of working collaboratively to provide fire protection and emergency response services. The Parties are parties to an agreement wherein City provides fire and emergency services to Nedonna (Original Agreement). The Parties wish to modernize the Original Agreement by replacing it with this Agreement.

D. Therefore, the Parties agree that entering into this Agreement is in the public's interest as it will promote health, safety, security, and general welfare.

AGREEMENT

In consideration of the above recitals, which by reference are incorporated herein, and of the covenants, conditions, and obligations on the part of each of the Parties to be kept and performed, it is hereby agreed as follows:

1. PURPOSE: As set forth in this Agreement City will provide all administrative and operating services related to fire protection and emergency medical services to Nedonna. Advanced life support (ambulance) services are not part of the scope of services provided under this Agreement.

2. EFFECTIVE DATE AND TERM: The Parties agree that this Agreement shall supersede the Original Agreement in its entirety and that the Original Agreement shall terminate upon the effective date of this Agreement. This Agreement will become effective after each of the Parties has signed the Agreement. The initial term of the agreement will be for a period through June 30, 2036. At the end of the initial term, the Agreement will automatically renew for successive five (5) year renewal terms unless the Agreement is terminated as provided herein.

3. DELEGATION. Nedonna hereby delegates to City the power, duty, and responsibility to maintain, operate, manage, and control all fire protection and emergency medical services activities, equipment, and resources of Nedonna, and to employ the necessary personnel, and to do any and all other things necessary or desirable to provide continued efficient and economical fire protection and emergency service to all persons and property within Nedonna's service area.

City has, and may exercise, all powers and functions as vested in statutory rural fire protection districts, pursuant to ORS chapter 478, except as specifically provided in this Agreement.

The Services to be provided by City are in the nature of administrative services related to maintaining fire and emergency medical services, with Nedonna reserving to itself all policy functions – functions under the authority of the Nedonna Board of Directors. As a result, City shall have no authority for the provision of services herein without the proper budgetary appropriations from Nedonna.

The Services provided by City do not include governmental administration and operations for Nedonna. Nedonna maintains its governance obligations, including but not limited to, maintaining Board obligations under ORS Chapter 478, elections obligations, budget obligations, audit obligations, and public records obligations.

4. CITY'S OBLIGATIONS: City accepts the following obligations under this Agreement:

- a. City will exercise good faith to maintain fire protection and emergency medical services within Nedonna's service area that is equivalent to the service provided by City within City's territory.
- b. City may set and collect fees and charges for fire, life safety, and emergency medical services, including fire code inspections, plan review, permits, related services, and out-of-district or transportation corridor responses.
- c. City will regularly investigate and pursue public and private grants and other financial aid that may be available to fund or defray the cost of operations.
- d. As governed by City policies, laws, and regulations, the City Fire Chief will manage the terms of this Agreement directly or through a designee. The Fire Chief's is charged with the following duties:
 - i. To supervise all fire personnel, whether directly hired or providing services through this Agreement, including volunteers.
 - ii. To prepare and submit to the Nedonna Board an annual operating budget for the next fiscal year in accordance with the budget schedules of the City.

- iii. To adopt general operating guidelines, including operating policies and inspections policies, as deemed appropriate.
- iv. Generally, to supervise the acquisition, construction, management, maintenance and operation of the City's fire and emergency operations facilities and personnel, in compliance with City policies.
- v. To provide for the placement, staging and assignment of fire and emergency life safety equipment and personnel.
- vi. Through the chain of command, exercise sole discretion and responsibility for decisions as to the nature and extent of response to specific requests for emergency service, given the need to apportion emergency response capability among both the Nedonna and City territory, as well as honor mutual aid agreements, the State Fire Service Mobilization Plan, and further recognizing the fact that at any given time conflicting demands for service may require the exercise of discretion in setting emergency priorities for the deployment of equipment and personnel.

5. NEDONNA'S OBLIGATIONS: Nedonna accepts the following obligations under this Agreement:

- a. Nedonna will pay City \$54,244 for fiscal year 26/27 services, \$74,487 for the fiscal year 27/28 services, and \$94,731 for fiscal year 28/29 services. Nedonna shall make full payment for the then-current fiscal year by February 25 of the fiscal year. For future fiscal years, starting for fiscal year 29/30, a total payment amount will be mutually agreed to in writing by the March 31 preceding the start of the fiscal year. If a payment amount is not mutually agreed to by the March 31 deadline, the total fiscal year payment amount from Nedonna to City will increase by 5% for the next fiscal year.
- b. Nedonna shall not enter into any mutual aid, mutual response, or other agreement purporting to commit City's fire service to activities outside Nedonna's service territory unless the City has ratified or become a party to such agreement. Nedonna shall not enter into any agreement with any person occupying or owning property within its service territory purporting to accord any special privilege, priority, or nature or level of service not generally enjoyed by all persons and property within Nedonna's service territory under this Agreement.
- c. Nedonna may not annex territory into its service territory without first obtaining City's written approval.

6. PERSONNEL: This Agreement calls for the sharing of personnel resources and personnel services, but does not provide for the creation of joint employees among the Parties. City employees providing services under this Agreement are and will remain solely employees of City. The Parties agree and understand that at no time will any City employee who provides

services under this Agreement be considered an employee of Nedonna, or a joint employee, for any purpose. City employees providing services under this Agreement shall be governed by and shall apply the rules, policies, employment contracts (if applicable), performance standards, and regulations of the City. At no time will City employees providing services under this Agreement be subject to any disciplinary policies or procedures of the Nedonna.

7. TERMINATION:

- a. This Agreement may be terminated by either of the Parties with one (1) year's prior written notice provided to the other Party.
- b. This Agreement may be terminated by either Party, if either Party fails to perform any of its obligations in this Agreement or so fails to pursue its obligations so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice of such failure from the terminating Party, fails to correct such failures within twenty-one (21) days or such longer period as terminating Party may authorize.
- c. Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

8. INDEMNIFICATION: To the extent permitted by the Oregon Constitution, and as governed by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, torts, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

This Section does not confer any right to indemnity on any person or entity other than the Parties. It specifically does not waive either Party's reliance upon the limitations of the Oregon Tort Claims Act, the Oregon Constitution or other statutes relating to governmental immunity.

9. MISCELLANEOUS:

a. Inspection of Records. Except for privileged communications, either Party may inspect the records of the other Party relating to the performance of this Agreement and any subsequent agreement related to the performance of this Agreement, including those not subject to disclosure under the Oregon Public Records Laws, provided, however, the Party inspecting the records preserves the nondisclosure nature of the records.

b. Notice. Any notice required by this Agreement will be deemed given when personally delivered or when deposited in the United States mail, postage fully prepaid, addressed to Parties as follows:

City: City Manager
P.O. Box 5
Rockaway Beach, OR 97136

Nedonna: [Address]

Said notice shall be deemed to be received when hand delivered or, if mailed, three (3) days after said mailing. If the mailing address of either party changes, notice of the change of address shall be given to the other party in writing. Each Party may change its designated address by giving written notice to the other.

c. Audit. The financial records of both Parties will be audited by auditors hired to perform the audit for public agency revenue and expenditures. The cost of such audits, to be conducted annually, will be borne by each Party.

d. Third-Parties. City and Nedonna are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

e. Force Majeure. Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

f. Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, electronic or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

10. SEVERABILITY: In the event that any of the terms, covenants, or conditions of this Agreement or their application will be held invalid as to any person, corporation, or circumstance by any court having competent jurisdiction, the remainder of this Agreement will not be affected thereby. If any provision of this Agreement is determined to be unconstitutional invalid or unenforceable, such determination will not affect or impair the validity or enforceability of any other provision and the Parties agree to renegotiate the invalid or unenforceable provision so as to cure such defect, if possible and have it reflect and serve as closely as possible the original intent and purpose of same unless to do so would render the Agreement inequitable.

11. MEDIATION: In the event of a dispute between the Parties which arises out of or relates to this Agreement, any alleged default hereof, the termination of this Agreement, or the rights and duties of any of the Parties, the Parties agree to first proceed in good faith to submit the dispute to mediation. The Parties will jointly appoint an acceptable mediator and jointly pay the mediator's fees. If the parties cannot agree upon a mediator, either party may request that any person then sitting as a presiding judge of the Tillamook County Circuit Court may appoint a mediator.

CITY

NEDONNA

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

**INTERGOVERNMENTAL AGREEMENT
FOR ALL ADMINISTRATIVE AND OPERATING SERVICES RELATED TO FIRE
PROTECTION SERVICES FOR THE TWIN ROCKS WATER DISTRICT**

Between: City of Rockaway Beach, an Oregon municipal corporation (City),

And: Twin Rocks Water District, a rural fire protection district
authorized and operating under ORS Chapter 478 (Twin Rocks).

RECITALS

A. ORS 190.010 provides that units of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

B. City and Twin Rocks (the Parties) are each authorized to supply fire protection and emergency response services within their respective jurisdictions by any available means and to provide all necessary property, equipment, and personnel incident thereto.

C. The Parties have a long history of working collaboratively to provide fire protection and emergency response services. The Parties are parties to an agreement wherein City provides fire and emergency services to Twin Rocks (Original Agreement). The Parties wish to modernize the Original Agreement by replacing it with this Agreement.

D. Therefore, the Parties agree that entering into this Agreement is in the public's interest as it will promote health, safety, security, and general welfare.

AGREEMENT

In consideration of the above recitals, which by reference are incorporated herein, and of the covenants, conditions, and obligations on the part of each of the Parties to be kept and performed, it is hereby agreed as follows:

1. PURPOSE: As set forth in this Agreement City will provide all administrative and operating services related to fire protection and emergency medical services to Twin Rocks. Advanced life support (ambulance) services are not part of the scope of services provided under this Agreement.

2. EFFECTIVE DATE AND TERM: The Parties agree that this Agreement shall supersede the Original Agreement in its entirety and that the Original Agreement shall terminate upon the effective date of this Agreement. This Agreement will become effective after each of the Parties has signed the Agreement. The initial term of the agreement will be for a period through June 30, 2036. At the end of the initial term, the Agreement will automatically renew for successive five (5) year renewal terms unless the Agreement is terminated as provided herein.

3. DELEGATION. Twin Rocks hereby delegates to City the power, duty, and responsibility to maintain, operate, manage, and control all fire protection and emergency medical services activities, equipment, and resources of Twin Rocks, and to employ the necessary personnel, and to do any and all other things necessary or desirable to provide continued efficient and economical fire protection and emergency service to all persons and property within Twin Rocks' service area.

City has, and may exercise, all powers and functions as vested in statutory rural fire protection districts, pursuant to ORS chapter 478, except as specifically provided in this Agreement.

The Services to be provided by City are in the nature of administrative services related to maintaining fire and emergency medical services, with Twin Rocks reserving to itself all policy functions – functions under the authority of the Twin Rocks Board of Directors. As a result, City shall have no authority for the provision of services herein without the proper budgetary appropriations from Twin Rocks.

The Services provided by City do not include governmental administration and operations for Twin Rocks. Twin Rocks maintains its governance obligations, including but not limited to, maintaining Board obligations under ORS Chapter 478, elections obligations, budget obligations, audit obligations, and public records obligations.

4. CITY'S OBLIGATIONS: City accepts the following obligations under this Agreement:

- a. City will exercise good faith to maintain fire protection and emergency medical services within Twin Rocks' service area that is equivalent to the service provided by City within City's territory.
- b. City may set and collect fees and charges for fire, life safety, and emergency medical services, including fire code inspections, plan review, permits, related services, and out-of-district or transportation corridor responses.
- c. City will regularly investigate and pursue public and private grants and other financial aid that may be available to fund or defray the cost of operations.
- d. As governed by City policies, laws, and regulations, the City Fire Chief will manage the terms of this Agreement directly or through a designee. The Fire Chief's is charged with the following duties:
 - i. To supervise all fire personnel, whether directly hired or providing services through this Agreement, including volunteers.
 - ii. To prepare and submit to the Twin Rocks Board an annual operating budget for the next fiscal year in accordance with the budget schedules of the City.

- iii. To adopt general operating guidelines, including operating policies and inspections policies, as deemed appropriate.
- iv. Generally, to supervise the acquisition, construction, management, maintenance and operation of the City's fire and emergency operations facilities and personnel, in compliance with City policies.
- v. To provide for the placement, staging and assignment of fire and emergency life safety equipment and personnel.
- vi. Through the chain of command, exercise sole discretion and responsibility for decisions as to the nature and extent of response to specific requests for emergency service, given the need to apportion emergency response capability among both the Twin Rocks and City territory, as well as honor mutual aid agreements, the State Fire Service Mobilization Plan, and further recognizing the fact that at any given time conflicting demands for service may require the exercise of discretion in setting emergency priorities for the deployment of equipment and personnel.

5. TWIN ROCKS' OBLIGATIONS: Twin Rocks accepts the following obligations under this Agreement:

- a. Twin Rocks will pay City \$26,160 for fiscal year 26/27 services, \$42,320 for the fiscal year 27/28 services, and \$58,481 for fiscal year 28/29 services. Twin Rocks shall make full payment for the then-current fiscal year by February 25 of the fiscal year. For future fiscal years, starting for fiscal year 29/30, a total payment amount will be mutually agreed to in writing by the March 31 preceding the start of the fiscal year. If a payment amount is not mutually agreed to by the March 31 deadline, the total fiscal year payment amount from Twin Rocks to City will increase by 5% for the next fiscal year.
- b. Twin Rocks shall not enter into any mutual aid, mutual response, or other agreement purporting to commit City's fire service to activities outside Twin Rocks' service territory unless the City has ratified or become a party to such agreement. Twin Rocks shall not enter into any agreement with any person occupying or owning property within its service territory purporting to accord any special privilege, priority, or nature or level of service not generally enjoyed by all persons and property within Twin Rocks' service territory under this Agreement.
- c. Twin Rocks may not annex territory into its service territory without first obtaining City's written approval.

6. PERSONNEL: This Agreement calls for the sharing of personnel resources and personnel services, but does not provide for the creation of joint employees among the Parties. City employees providing services under this Agreement are and will remain solely employees

of City. The Parties agree and understand that at no time will any City employee who provides services under this Agreement be considered an employee of Twin Rocks, or a joint employee, for any purpose. City employees providing services under this Agreement shall be governed by and shall apply the rules, policies, employment contracts (if applicable), performance standards, and regulations of the City. At no time will City employees providing services under this Agreement be subject to any disciplinary policies or procedures of the Twin Rocks.

7. TERMINATION:

- a.** This Agreement may be terminated by either of the Parties with one (1) year's prior written notice provided to the other Party.
- b.** This Agreement may be terminated by either Party, if either Party fails to perform any of its obligations in this Agreement or so fails to pursue its obligations so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice of such failure from the terminating Party, fails to correct such failures within twenty-one (21) days or such longer period as terminating Party may authorize.
- c.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

8. INDEMNIFICATION: To the extent permitted by the Oregon Constitution, and as governed by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, torts, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

This Section does not confer any right to indemnity on any person or entity other than the Parties. It specifically does not waive either Party's reliance upon the limitations of the Oregon Tort Claims Act, the Oregon Constitution or other statutes relating to governmental immunity.

9. MISCELLANEOUS:

a. Inspection of Records. Except for privileged communications, either Party may inspect the records of the other Party relating to the performance of this Agreement and any subsequent agreement related to the performance of this Agreement, including those not subject to disclosure under the Oregon Public Records Laws, provided, however, the Party inspecting the records preserves the nondisclosure nature of the records.

b. Notice. Any notice required by this Agreement will be deemed given when personally delivered or when deposited in the United States mail, postage fully prepaid, addressed to Parties as follows:

City: City Manager
P.O. Box 5
Rockaway Beach, OR 97136

Twin Rocks: [Address]

Said notice shall be deemed to be received when hand delivered or, if mailed, three (3) days after said mailing. If the mailing address of either party changes, notice of the change of address shall be given to the other party in writing. Each Party may change its designated address by giving written notice to the other.

c. Audit. The financial records of both Parties will be audited by auditors hired to perform the audit for public agency revenue and expenditures. The cost of such audits, to be conducted annually, will be borne by each Party.

d. Third-Parties. City and Twin Rocks are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

e. Force Majeure. Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

f. Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, electronic or otherwise, all of which when

taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

10. SEVERABILITY: In the event that any of the terms, covenants, or conditions of this Agreement or their application will be held invalid as to any person, corporation, or circumstance by any court having competent jurisdiction, the remainder of this Agreement will not be affected thereby. If any provision of this Agreement is determined to be unconstitutional invalid or unenforceable, such determination will not affect or impair the validity or enforceability of any other provision and the Parties agree to renegotiate the invalid or unenforceable provision so as to cure such defect, if possible and have it reflect and serve as closely as possible the original intent and purpose of same unless to do so would render the Agreement inequitable.

11. MEDIATION: In the event of a dispute between the Parties which arises out of or relates to this Agreement, any alleged default hereof, the termination of this Agreement, or the rights and duties of any of the Parties, the Parties agree to first proceed in good faith to submit the dispute to mediation. The Parties will jointly appoint an acceptable mediator and jointly pay the mediator’s fees. If the parties cannot agree upon a mediator, either party may request that any person then sitting as a presiding judge of the Tillamook County Circuit Court may appoint a mediator.

CITY

TWIN ROCKS

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____