

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2285
A PHASE II INTERGOVERNMENTAL)
AGREEMENT WITH MULTNOMAH) Introduced by Mike Burton,
COUNTY REGARDING PARKS AND) Executive Officer
OTHER FACILITIES)

WHEREAS, Metro and Multnomah County entered into an Intergovernmental Agreement titled "Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro" dated as of December 9, 1993 (Phase I Agreement); and

WHEREAS, the Agreement was intended to be the first phase of a two-phase transfer of ownership and full responsibility for all Multnomah County parks, natural areas, golf courses, and the Expo Center to Metro; and

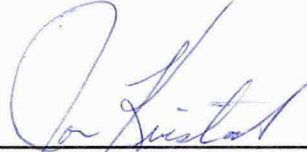
WHEREAS, pursuant to the Phase I Agreement Multnomah County and Metro have determined that a final transfer of ownership of the County Facilities transferred to Metro should occur subject to the terms, conditions, obligations and limitations contained in the Phase II Agreement attached as Exhibit "A"; now, therefore,

BE IT RESOLVED,

That the Executive Officer is authorized to enter into an agreement providing for the Phase II transfer of Multnomah County parks, natural areas, golf courses, cemeteries,

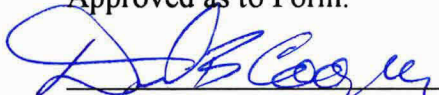
and trade/spectator facilities presently owned and operated by Multnomah County to Metro in a form substantially similar to the attached Exhibit "A".

ADOPTED by the Metro Council this 14th day of March, 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

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INTERGOVERNMENTAL AGREEMENT

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Phase II Intergovernmental Agreement Regarding Transfer of Ownership
of Regional Parks, Natural Areas, Golf Courses, Cemeteries,
and Trade/Spectator Facilities Presently Owned by Multnomah County to Metro.

(PHASE II AGREEMENT)

This Phase II Agreement dated as of _____, 1996, is between
Metro (METRO); and Multnomah County (COUNTY).

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RECITALS:

1. METRO and COUNTY entered into an Intergovernmental Agreement titled "Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro" dated as of December 9, 1993 (Phase I Agreement).
2. Pursuant to the Phase I Agreement the COUNTY and METRO have determined that a final transfer of ownership of the County Facilities transferred to METRO should occur subject to the terms, conditions, obligations and limitations contained in this Phase II Agreement.

SECTION 1

DEFINITIONS

In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:

"Council" or "Metro Council" means the Metro Council provided for in the 1992 Metro Charter, or the lawful successor thereto.

"County" means Multnomah County, Oregon, or the lawful successor thereto.

"County Chair" means the duly elected Chair of the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Commission" means the Multnomah County Board of Commissioners, or the lawful successor thereto.

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"County Facilities" means all park facilities and natural areas currently owned by COUNTY, and operated by METRO pursuant to the Phase I Agreement including but not limited to Glendoveer Golf Course; Pioneer Cemeteries; the Multnomah County Exposition Center (EXPO), including any COUNTY-owned property appurtenant to EXPO; and any new acquisitions of natural areas by COUNTY. A complete list of all properties contemplated for transfer is attached and incorporated herein as Exhibit 1.

"EXPO" means the Multnomah County Exposition Center, including any COUNTY-owned property appurtenant thereto.

"Metro" means Metro, or the lawful successor thereto.

"Metro ERC" means the Metropolitan Exposition-Recreation Commission.

"Metro ERC Facilities" means the Oregon Convention Center and other convention, trade, or spectator facilities owned by Metro or operated by Metro ERC.

"Metro Executive Officer" or "Executive Officer" means the duly elected Metro Executive Officer provided for in the 1992 Metro Charter, or the lawful successor thereto.

"Other Facilities" means present and future regional parks, natural areas, golf courses, cemeteries, and trade, or spectator facilities other than the County Facilities and current Metro and Metro ERC Facilities.

"Sheriff" means the duly elected Multnomah County Sheriff or the lawful successor thereto.

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SECTION 2

PURPOSE

The purpose of this Phase II Agreement is to provide for the second phase of consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities owned by COUNTY and operated by METRO, including but not limited to Glendoveer Golf Course, Pioneer Cemeteries, and EXPO, into the mix of natural spaces and trade/spectator facilities currently owned or operated by METRO. The first phase of consolidation was of limited duration pending this full consolidation, which includes transfer of ownership of the County Facilities to METRO. It is understood between COUNTY and METRO that this second phase of consolidation, including transfer of ownership, is of critical importance to both COUNTY and METRO.

This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and COUNTY. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

SECTION 3

TERMS OF TRANSFER

A. Transfer of Ownership

Effective July 1, 1996, COUNTY hereby transfers to METRO all right, title and interest it possesses in the property described herein. The transfer shall be evidenced by the giving of

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statutory warranty deeds, thereafter COUNTY shall have no interest in any such property except as specifically provided for in this Agreement.

The properties to be transferred to METRO are:

1. All park facilities and natural areas currently owned or operated by COUNTY, or purchased by COUNTY, or purchased by COUNTY through its natural areas acquisition and protection fund program referred to in Section 3 E(3) of the Phase II Agreement;
2. Glendoveer Golf Course;
3. Pioneer Cemeteries; and
4. EXPO.

A complete list of all properties to be transferred is attached and incorporated herein as Exhibit 1.

The recording of deeds shall occur as soon as is practicable on or after July 1, 1996. METRO may request that surveys be conducted by COUNTY, as may be reasonably necessary, in order to determine property boundaries.

B. Prior Transfers and Assignments

All transfers of funds, and personnel from COUNTY to METRO pursuant to the Phase I Agreement are hereby confirmed and deemed completed and final. All assignments by COUNTY of its interests in contracts, licenses, leases and all other agreements transferred or assigned to METRO pursuant to the Phase I Agreement are confirmed and deemed completed and final.

C. Personal Property

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Effective July 1, 1996, COUNTY hereby transfers to METRO all personal property utilized in operation of the County Facilities, or located thereon, including any personal property associated with the management or operation of the County Facilities.

D. Natural Areas Acquisition and Protection Fund

On or before July 1, 1996, COUNTY shall transfer to METRO the balance in the County's Natural Areas Acquisition and Protection Fund which is estimated to be \$1.2 million. The final balance transferred to METRO shall be subject to audit which shall verify that COUNTY has maintained the fund for its stated purpose, in accordance with Multnomah County Resolution No. 93-338 (attached as Exhibit 2) and the Phase I Agreement, and that proceeds from sales of the property known generically as "the Edgefield property" or "Edgefield Manor" which occur or which are agreed to prior to July 1, 1996, shall be placed within the Natural Areas Acquisition and Protection Fund, consistent with Multnomah County Resolution No. 93-338. After transfer of the fund to METRO, COUNTY shall have no further obligation to maintain the fund or place sale proceeds within the fund. METRO shall utilize the fund balance transferred from COUNTY for the sole purpose of maintaining, improving or operating parks and cemetery facilities transferred to METRO by COUNTY.

E. EXPO/Multnomah County Fair

COUNTY represents and warrants to METRO (a) that the current arrangements surrounding the Multnomah County Fair, the Multnomah County Fair Board, and Multnomah

County, which, inter alia, require the Fair to pay a fee for the use of EXPO, are lawful, proper, and in full compliance with the provisions of any agreements, deeds, duties, or contracts, express or implied, which exist regarding the Fair or EXPO, and (b) that Multnomah County has full authority to enter into and carry out this Intergovernmental Agreement insofar as EXPO, the Multnomah County Fair, and all other County Facilities are concerned. The provisions of Section 3(F)(1) shall include any claims made by or on behalf of the Multnomah County Fair, the Multnomah County Fair Board, any users of the Fair, or any parties claiming contractual rights, including claims of any third party beneficiaries, with respect to EXPO, the Fair or the COUNTY's past, present, or future actions with respect to EXPO or the Fair. The Multnomah County Fair shall continue to be the sole and exclusive responsibility of COUNTY. METRO shall continue to make EXPO space and expertise available for the Multnomah County Fair, through a contract(s) with the Multnomah County Fair Board. COUNTY may specify the dates for the fair. COUNTY shall give METRO reasonable notice of such dates consistent with normal business practice.

F. Indemnification

1. COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial

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and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place prior to January 1, 1994, arising from the operations of the County Facilities. COUNTY's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated prior to January 1, 1994, or is the result of conditions which were created prior to January 1, 1994.

2. METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place on or after January 1, 1994, arising from the operations of the County Facilities by METRO or Metro ERC. METRO's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated on or after January 1, 1994, or is the result of conditions which were created on or after January 1, 1994.

3. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO, Metro ERC, and COUNTY, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or person other than METRO, COUNTY, and their respective officers, employees, and agents.

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G. County Ordinances

1. All COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities in force and effect on January 1, 1994, shall remain in force and effect with regard to the County Facilities until superseded or repealed by any ordinance, resolution, executive order, procedure or rule duly adopted or promulgated by METRO, subject, however, to any restrictions contained in paragraphs K and L. In the case of EXPO, METRO may delegate its authority to supersede or repeal previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede or repeal previous COUNTY directives that may require COUNTY action to amend COUNTY ordinances.

2. METRO shall have full power and authority to enforce any COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities, to the full extent that COUNTY possesses such authority. In the case of EXPO, METRO may delegate its enforcement authority to Metro ERC.

H. County Marine Fuel Tax

COUNTY agrees to amend Multnomah County Code Section 5.30.340 to provide that the fees (taxes) collected by COUNTY from the sales of motor fuel used to propel or operate motor boats may be used for the purpose of development, administration, operation and maintenance of COUNTY Facilities transferred to METRO pursuant to this Agreement. COUNTY further agrees to pay such sums as it receives from the sale of motor fuel used to propel or operate motor boats on or before September 1 of each year for the amounts received in the previous fiscal year.

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I. Morrison Building/Office Space

1. The transfer of ownership provided for in Section 3(A) shall not include that portion of the Lone Fir Cemetery property on which the building located at 2115 S.E. Morrison Street and hereinafter referred to as the Morrison Building is located. A site plan showing the portion of the Lone Fir Cemetery property excluded from transfer to METRO is attached as Exhibit 2 hereto.

2. From July 1, 1996, to June 30, 1999, COUNTY shall continue to provide METRO to free use of the space in the Morrison Building currently utilized for cemetery operations conducted by METRO. This includes an office, storage and other associated space. This obligation shall cease sooner than June 30, 1999, if METRO shall transfer responsibility to operate the cemeteries prior to such time or if COUNTY shall sell the Morrison Building or otherwise cease to occupy the building for any COUNTY purposes.

J. Multnomah County Sheriff/Marine Operations

1. COUNTY agrees to continue to budget sufficient funds to allow Sheriff to maintain the level of patrol and surveillance at Blue Lake Park and Oxbow Park that was in effect during 1994 and 1995. Specifically this includes periodic patrols and the stationing of patrol cars in both parks on warm weather weekends, holidays and special events. This obligation shall continue as long as the Sheriff is providing patrol services in the COUNTY.

2. COUNTY agrees that the Sheriff will continue to commission parks staff to perform those certain law enforcement functions currently performed by METRO staff at the

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parcs facilities. Sheriff will also make training available for parks' staff to perform these functions. METRO shall pay any extraordinary training costs.

3. Chinook Landing Facility. As long as COUNTY honors its obligations pursuant to this Agreement, METRO agrees to allow Sheriff the continued use of the garage, office space, and boathouse, including dock, presently utilized by Sheriff at the Chinook Landing facility. Sheriff shall have the full responsibility to maintain, insure, protect and reconstruct, if necessary, the garage, boathouse, dock and elevated walkway to the boathouse including paying all expenses related thereto. METRO shall maintain the building in which the office space is located but shall have no obligation to Sheriff or COUNTY to maintain the interior office space or alarm system. Attached as Exhibit 3 is a site plan showing the location of the facilities at Chinook Landing to be utilized by Sheriff.

4. James M. Gleason Facility. As long as COUNTY honors its obligations pursuant to this Agreement, METRO agrees to allow Sheriff to occupy the office structure presently located at the James M. Gleason Boat Ramp Facility as well as the walkway, dock and boathouses presently utilized by the Sheriff for marine patrol purposes. It shall be COUNTY's obligation to maintain, insure and reconstruct, if necessary, all facilities and structures utilized by Sheriff, and pay all expenses associated with their use by Sheriff. A site plan showing the location of these facilities is attached as Exhibit 4. In addition, COUNTY and Sheriff may at no expense to METRO relocate the existing facilities described above to a different location on the Gleason facility or onto adjacent property METRO may acquire from the Port of Portland subject to METRO's right to approve the location and design thereof.

5. Radios. COUNTY and Sheriff agree that METRO may continue the use of radio frequencies assigned to Sheriff under current practices. METRO shall pay its share of any annual FCC fees. Sheriff shall provide repair and maintenance of METRO radios consistent with existing interdepartmental billing practices.

K. Measure 26-26 Local Share Funding

Pursuant to the Phase I agreement and a separate intergovernmental agreement entered into between METRO and COUNTY (the Local Share IGA), METRO is currently administering the "local share" funds allocated to COUNTY pursuant to the adoption of Metro's Open Spaces Bond Measure approved by the voters on May 16, 1995 (Measure 26-26). METRO and COUNTY agree that METRO shall be responsible for and have full authority to carry out the local share projects described in the local share IGA. Title to any property purchased with local share funds shall be taken in METRO's name and be subject to the requirements of Measure 26-26. METRO may after consultation with the County Board determine that projects are cost prohibited, degraded or otherwise infeasible and substitute other eligible projects as necessary.

L. Oxbow Park/Campground Facilities

1. As to Oxbow Park the final transfer of ownership provided for in Section 3(A) above shall not occur until such time as METRO is eligible to directly receive from the State of Oregon the funds currently received by COUNTY pursuant to ORS chapter 390 from state Recreational Vehicle Registration fees. Until such time, METRO shall be deemed to be leasing Oxbow Park from COUNTY, and operating Oxbow Park on behalf of COUNTY pursuant to COUNTY's written policies on parks and recreation as set forth in this Agreement. COUNTY

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shall maintain eligibility for such funds, apply to the State to receive the funds, and pay over to METRO all funds received. METRO shall co-operate with COUNTY to assist its efforts to apply for and receive such funds. COUNTY shall assist METRO's efforts to obtain necessary legislative approval.

2. Final transfer of title and ownership of COUNTY's interest in Oxbow Park shall occur within 30 days of METRO's written notice to COUNTY that METRO is eligible to receive funding directly from the State or that it waives its right to receive funding under this section.

3. COUNTY assigns to METRO its interest in the lease agreements with the United States Department of the Interior (Bureau of Land Management) and the State of Oregon Department of Fish and Wildlife for those portions of Oxbow Park for which COUNTY does not own.

M. County Services

COUNTY agrees that METRO may continue to utilize COUNTY-provided services at rate COUNTY's charges to other COUNTY departments. These services include fleet services, radio repair, inmate labor, sign fabrication and water quality testing. METRO shall have no obligation to utilize COUNTY services but may do so subject to standard terms and conditions to be established by COUNTY at costs no higher than charged by COUNTY to its own departments.

COUNTY shall have no obligation to provide services except subject to its standard terms and conditions and payment of costs by METRO.

N. Historical Society

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COUNTY agrees to match annually any METRO contribution in an amount up to \$10,000 to the Oregon Historical Society to support the Society's activities at the Bybee Howell House.

O. Road Maintenance

COUNTY shall have no obligation to maintain roads at park facilities except for the maintenance of existing dedicated COUNTY roads.

SECTION 4

DISPUTE RESOLUTION

A. Exhaustion of Dispute Resolution Process Required

Neither party shall resort to litigation to enforce any of the terms of this Agreement unless and until the dispute resolution process established in this section has been completed, provided, however, that a party may institute litigation in a court of competent jurisdiction to require a party to participate as provided herein.

B. Procedure

In the event of a dispute arising under this Agreement between the parties, the parties shall first attempt to resolve the dispute by negotiations with each other in good faith. In the event that such negotiations do not provide a mutually-agreeable settlement, either party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation of dispute resolution proceedings to the Metro Executive Officer, to the County Chair, and to a person mutually agreed to by the Metro Executive Officer and the County Chair. The three together shall constitute the

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Dispute Resolution Committee. The notice shall identify the dispute as to which the dispute resolution process is being initiated.

2. Not later than fifteen (15) days after receipt of the notice of initiation, each party to this Agreement may submit a written statement to the Dispute Resolution Committee stating the party's position on the dispute.

3. Not later than thirty (30) days after notice of initiation, the Dispute Resolution Committee shall decide on a resolution of the dispute and shall notify the parties to this Agreement of the resolution. Decisions of the Dispute Resolution Committee shall be by majority vote.

4. Decisions of the Dispute Resolution Committee shall be final and binding on the parties unless, within 60 days of receipt of the decision of the Committee, the governing board of either party by duly adopted resolution gives written notice of its rejection of the decision.

SECTION 5

REMEDIES

In the event a party fails to comply with any provision of this Agreement, in addition to any other right or remedy specified in this Agreement, then any other party shall be entitled to any remedy available at law or in equity, provided that the party has first exhausted its remedies under Section 4 of this Agreement.

SECTION 6

AUTHORITY TO MAKE DECISIONS

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This Agreement provides for various approvals, waivers, executions of further documents implementing this Agreement, or other decisions or actions to be made or taken on behalf of COUNTY and METRO hereunder. Except as otherwise specifically provided in this Agreement, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the County Chair, if on behalf of COUNTY, and by the Metro Executive Officer, if on behalf of METRO. Any amendments to this Agreement must be approved by the County Commission and the Metro Council.

SECTION 7

ATTORNEYS' FEES

In the event of a suit or action to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees and expenses, including the cost of depositions and expert witnesses, at trial and on appeal of the suit or action, in addition to all others sums provided by law.

SECTION 8

NOTICE

Any notice provided for hereunder shall be deemed sufficient if deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed either to the following address or to such other address or addresses as the recipient shall have notified the sender of by notice as provided herein:

METRO: Executive Officer
 Metro

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600 N.E. Grand Avenue
Portland, OR 97232-2736

With a copy to:

Clerk of the Council
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

Office of General Counsel
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

COUNTY: County Chair
Multnomah County
1120 S.W. Fifth Avenue, Rm. 1410
Portland, OR 97204

With a copy to:

County Counsel
Multnomah County
1120 S.W. Fifth Avenue, Rm. 1530
Portland, OR 97204

Notice hereunder shall be deemed received three (3) days after mailing as provided in this Section or on actual delivery to the addressee, whichever occurs first.

SECTION 9

EXECUTION OF FURTHER DOCUMENTS

In order to complete implementation of the provisions of this Agreement, it may be necessary for METRO and COUNTY to execute further documents enabling implementation. Each of them shall execute such further documents and take such other steps as are reasonably necessary or appropriate to implementing the provisions hereof.

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SECTION 10

WAIVERS

The waiver of any provision of this Agreement, whether a waiver as to a particular application of the provision, or as to all applications of the provision, shall be binding on the party making the waiver only if in writing and executed by the party. Unless otherwise expressly provided in the written waiver, the waiver by a party of performance of a provision as to a particular application shall not be a waiver of nor prejudice the party's right to require performance of the provision as to other applications or of any other provision.

SECTION 11

ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties. This Agreement may not be modified except by a written amendment dated and approved and signed by all the parties hereto then in existence. No party shall be bound by any oral or written statement or course of conduct of any officer, employee, or agent of the party purporting to modify this Agreement.

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APPROVED AS TO FORM

MULTNOMAH COUNTY

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Multnomah County Counsel

By: _____
Beverly Stein, County Chair

Date: _____

APPROVED AS TO FORM

METRO

Metro General Counsel

By: _____
Mike Burton,
Executive Officer

Date: _____

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STAFF REPORT

RESOLUTION NO. 96-2285, AUTHORIZING A PHASE II INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY REGARDING PARKS AND OTHER FACILITIES

Date: February 2, 1996

Presented by: Executive Officer Mike Burton

FACTUAL BACKGROUND AND ANALYSIS

The Metro Council adopted Resolution No. 93-1877 on December 9, 1993, authorizing an Intergovernmental Agreement (IGA) between Metro and Multnomah County for transfer of the management of certain Multnomah County facilities to Metro. Facilities transferred included the Expo Center, Blue Lake and Oxbow Regional Parks, Glendoveer Golf Course, fourteen Pioneer Cemeteries, and other park and marine facilities and natural areas. The agreement anticipated a Phase II agreement for transfer of ownership of the facilities, to be concluded by December 31, 1995 with transfer effective July 1, 1996.

Staff from both agencies began meeting in the spring of 1995 to identify issues and recommend potential agreement language to a negotiating team. Staff issued a report to the negotiating teams on September 25 which identified the issues that had been resolved and those still outstanding. Negotiating team members were Executive Officer Mike Burton, Presiding Officer Ruth McFarland, and Administrative Services Director Doug Butler from Metro, and Chair Beverly Stein, Commissioner Tanya Collier, and Environmental Services Director Betsy Williams from Multnomah County. The negotiating teams met on October 2 and November 27, reaching agreement on the issues at the November 27 meeting. Subsequently, the Metro Council and Multnomah County Board of Commissioners adopted resolutions extending the original IGA's deadline for adoption of a Phase II agreement from December 31, 1995 to April 1, 1996, in order to allow time to draft and conclude a formal written agreement.

Resolution 96-2285 would authorize the Executive Officer to conclude the Phase II agreement with Multnomah County. Major issues covered in the Intergovernmental Agreement include:

- County transfers ownership of all facilities to Metro, with one exception. Ownership of Oxbow Regional Park would not transfer, in order that State Recreational Vehicle (RV) registration fees could continue to help support the parks system; State policy currently provides that these fees are to be shared with counties that own or operate parks. The agreement stipulates that Metro will seek a change in this policy which would allow Metro to receive these fees in support of Metro's regional parks system, and that Multnomah County will assist Metro in that effort. Ownership of Oxbow will follow if the law is changed to allow Metro to receive RV funds.

- Transfer of ownership of the Expo Center will become effective upon adoption of the IGA; all other facilities will be transferred effective July 1, 1996.
- County will transfer \$1.2 million from its Natural Areas Fund to support the operations of the transferred park and cemetery facilities. Provision is made for County to purchase land on Sauvie Island adjacent to Howell Territorial Park using a portion of these funds in FY 1995-96, subject to Metro approval. County had previously committed to do so if an agreement with the seller could be reached.
- County will amend its marine fuel tax ordinance to allow Metro to receive its proceeds in support of the facilities.
- County will continue ownership of the Morrison Building, adjacent to Lone Fir Cemetery; space in that building currently used by cemetery staff will continue to be available without rent through FY 1998-99.
- County will budget sufficient funds for the County Sheriff to continue current patrol functions at Blue Lake and Oxbow Regional Parks.
- The County Sheriff will continue to use office, dock, and related space at the Gleason and Chinook Landing marine facilities.
- Metro may continue to use certain County services at internal County rates, at Metro's option. These services include fleet management, radios, water quality testing, and sign fabrication.
- Metro shall administer the County's local share funds from Measure 26-26.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2285.