

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 96-2328  
AN INTERGOVERNMENTAL )  
AGREEMENT BETWEEN METRO, THE )  
PORT OF PORTLAND AND )  
MULTNOMAH COUNTY SHERIFF'S )  
OFFICE FOR BOAT MOORAGE AT THE ) Introduced by Mike Burton,  
M. JAMES GLEASON BOAT RAMP. ) Executive Officer

WHEREAS, The Port of Portland has approached the Regional Parks and Greenspaces Department wishing to moor its emergency response boat and boat house at the M. James Gleason Boat Ramp; and

WHEREAS, The M. James Gleason Boat Ramp is presently owned by Multnomah County and managed by Metro. Effective July 1, 1996, Metro will become owner of this facility; and

WHEREAS, Multnomah County Sheriff's Office currently maintains four boat houses with docks and has the right but not obligation to do so after July 1, 1996; and

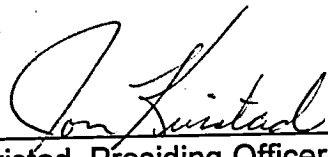
WHEREAS, Metro has recently completed dredging at the M. James Gleason Boat Ramp and the Port of Portland has paid to Metro their fair and proportionate share of these costs and will pay its share of any future dredging and/or moorage upgrades; and

WHEREAS, The Port of Portland boat house shall be moored adjacent to the Sheriff's Office boat houses and be connected to the Sheriff's utilities; now, therefore,

BE IT RESOLVED,

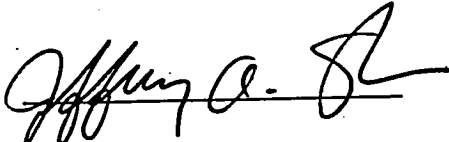
1. That the Metro Council hereby authorizes the Executive Officer to execute an intergovernmental agreement with the Port of Portland and Multnomah County Sheriff's Office for boat moorage at the M. James Gleason Boat Ramp, in a form substantially similar to attached Exhibit A.

ADOPTED by the Metro Council this 16<sup>th</sup> day of May, 1996.

  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

  
Recording Secretary

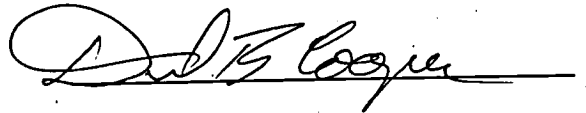
  
Daniel B. Cooper, General Counsel

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT**

**Boat Moorage at M. James Gleason Boat Ramp**

This Agreement dated as of \_\_\_\_\_, 1996, is between Metro ("METRO"), located at 600 NE Grand Avenue, Portland, Oregon 97232, and Port of Portland ("PORT"), located at 700 NE Multnomah, Portland, Oregon 97232, and Multnomah County Sheriff's Office ("SHERIFF"), located at 4325 NE Marine Drive, Portland, Oregon 97218.

**RECITALS:**

1. The PORT wishes to moor its emergency response Boat and Boat House ("Port Boat and House") at the M. James Gleason Boat Ramp ("Boat Ramp").
2. The Boat Ramp is currently owned by Multnomah County and operated by METRO. Effective July 1, 1996, METRO will become the owner of the Boat Ramp.
3. The Multnomah County Sheriff's Office currently maintains a Boat Dock ("Sheriff's Dock") at the Boat Ramp and will have the right but not the obligation to do so after July 1, 1996.
4. The parties are authorized to enter into this Intergovernmental Agreement ("Agreement").

**AGREEMENT**

**Section 1.** This Agreement shall commence on \_\_\_\_\_, 1996 and shall continue in effect until terminated pursuant to Section 4.

Section 2. Moorage Rights.

As long as this Agreement is in effect, PORT shall have the right to moor the Port Boat and House at the Boat Ramp. The Port Boat and House shall be moored to the Sheriff's Dock. SHERIFF agrees to allow PORT to connect to SHERIFF's utility connections. If SHERIFF relocates the Sheriff's Dock to another location at the Boat Ramp, PORT agrees to pay for costs of relocation of Port Boat and House or else PORT will remove Port Boat and House at its expense. PORT shall not construct any structures around Port Boat and House (i.e. docks, etc.) without prior notification and approval in writing by METRO and SHERIFF.

The PORT shall be fully responsible for obtaining permits related to the Boat House. This shall include but not be limited to local, state and federal permits.

METRO agrees to identify two parking spaces for use by PORT officials in performance of their official duties. Fees shall be waived for these spaces. In the event additional parking spaces are utilized by PORT officials, the standard day use fee shall apply.

Section 3. Moorage Fee.

PORT has paid to METRO Six Thousand Three Hundred and Eighty-Four Dollars (\$6,384.00), receipt of which is acknowledged by METRO, as PORT's share of dredging costs and in consideration of this Agreement. METRO agreed to negotiate this Agreement in good faith for no further consideration. The PORT will be billed for its utility use by Multnomah County, which fee shall be reasonably estimated by Multnomah County until such time as a separate utility meter may be installed by the PORT. The PORT will also pay its reasonably fair and proportionate share of future dredging costs and future moorage upgrades.

**Section 4. Termination.**

- A. This Agreement may be terminated at any time by mutual agreement of the parties.
- B. PORT may terminate this Agreement by giving METRO six months written notice of its intent to terminate.
- C. METRO may terminate this Agreement by giving PORT six months written notice of its intent to terminate on or after July 1, 2006.
- D. In the event of termination, PORT shall pay all costs of removing and relocating the Port Boat and House.

**Section 5. Contacts.**

The PORT's contact person for this Agreement is PORT's Airport Fire Department Manager (currently Ken Cook). METRO's contact person for this Agreement is the Director of Regional Parks and Greenspaces (currently Charles Ciecko). Multnomah County's contact is the River Patrol Unit Manager (currently Lt. Terry Jones). Each party may change its contact person by providing notice of such a change to the other at the addresses set forth below.

**METRO:** Director of Regional Parks and Greenspaces  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**PORT:** Airport Fire Department Manager  
7000 NE Airport Way  
Portland, OR 97218

COUNTY: River Patrol Unit Manager  
Sheriff's Office  
4325 NE Marine Drive  
Portland, OR 97218

Section 6. Dispute Resolution/Attorney Fees.

The parties agree to resolve any disputes concerning this Agreement through nonbinding mediation, using a mediation service or mediator agreeable to both parties. If the dispute cannot be resolved by mediation and legal action (including any action under the US Bankruptcy Code) is instituted by either party, then the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party, both at the trial court level and on any appeal therefrom.

Section 7. Indemnification.

1. PORT, 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 and SHERIFF, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, 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 arising from the operations of the Port Boat and House.

2. METRO, 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 PORT and SHERIFF, and their officers, employees, and agents from and

against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, 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 arising from the operations of the Boat Ramp by METRO.

3. SHERIFF, 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 and PORT, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, 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 arising from the operations of the Sheriff's Dock by SHERIFF.

Section 8. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior oral or written agreements or representations. This Agreement may only be modified by a writing signed by both parties.

Section 9. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

**PORT OF PORTLAND**

**METRO**

\_\_\_\_\_  
By: Mike Thorne, Executive Officer

\_\_\_\_\_  
By: Mike Burton, Executive Officer

**MULTNOMAH COUNTY SHERIFF**

\_\_\_\_\_  
By: Dan Noelle, Sheriff

jep  
contract11297



## REGIONAL PARKS AND GREENSPACES STAFF REPORT

RESOLUTION NO. 96-2328 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO, THE PORT OF PORTLAND AND MULTNOMAH COUNTY SHERIFF'S OFFICE FOR BOAT MOORAGE AT THE M. JAMES GLEASON BOAT RAMP.

---

Date: April 19, 1996

Presented by:

Charles Ciecko, Director  
Dan Kromer, O & M Manager  
Regional Parks and Greenspaces

### FACTUAL BACKGROUND AND ANALYSIS

In July, 1995, the Port of Portland (Port) approached the Regional Parks and Greenspaces Department about the possibility of relocating their water rescue boat and boat house to the M. James Gleason Boat Ramp to decrease their response time in the case of an aircraft disaster on the Columbia River. Multnomah County's River Patrol currently moor four (4) boat houses at this location. The M. James Gleason Boat Ramp is presently managed by Metro and effective July 1, 1996, Metro will become owners of this facility.

This intergovernmental agreement between Metro, the Port and Multnomah County Sheriff's Office will allow the Port to moor its boat house at the M. James Gleason Boat Ramp at least until July 1, 2006, under certain provisions.

One provision states that the Sheriff's Office agrees to allow the Port to connect to the River Patrol's utilities. The Port will be billed for its estimated utility use by Multnomah County until such a time as the Port installs a separate utility meter.

The second provision states that if the Sheriff's Office decides to relocate their boat houses to another location at the M. James Gleason Boat Ramp then the Port agrees to pay for the cost of relocation of its boat house or remove its boat house at their own expense.

Another provision does not allow the Port to construct any structure around its boat house, once located at the boat ramp, without prior notification and approval in writing by Metro and the Sheriff's Office.

The final provision has the Port paying for its reasonably fair and proportionate share of future costs associated with dredging and moorage upgrades. Metro has recently completed dredging at the M. James Gleason Boat Ramp and the Port has paid Metro their share of these costs.

Metro or the Port may terminate this agreement if it gives each other six months written notice of its intent to terminate. In the event of termination, the Port shall pay for all costs of removing and relocating its boat house.

A Regional Parks and Greenspaces staff member will be present to answer any questions by Council regarding this agreement.

**Executive Officer's Recommendation:**

The Executive Officer recommends adoption of Resolution No. 96-2328.