

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Amending Contract 500636)
(Intergovernmental Agreement for) RESOLUTION
Transfer of Property to METRO) 96-49
and Authorizing Execution of Final)
Agreement)

WHEREAS, METRO and Multnomah County entered into an intergovernmental agreement entitled "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 December 9, 1993; and

WHEREAS, pursuant to the agreement, the parties have determined that a final transfer of ownership of the County facilities should occur; and

WHEREAS, the terms of the final transfer were substantially embodied in an agreement adopted by the Board on March 7, 1996 (Contract 500636); and

WHEREAS, after negotiations about terms of the agreement relating to environmental liability, the Board has determined that it is necessary to amend the agreement in accordance with Exhibit 1 to this Resolution; now therefore

IT IS HEREBY RESOLVED that Exhibit 1 is approved; the Chair is authorized to execute a final version of the transfer agreement substantially in the form of Contract 500636 as hereby amended.

ADOPTED this 21st day of March, 1996.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON


Laurence Kressel

INTERGOVERNMENTAL AGREEMENT

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 March 21, 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.

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

"Expo" means the Multnomah County Exposition Center, including the COUNTY-owned property appurtenant thereto as described in Exhibit 1.

"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.

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

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 parks transferred under this Agreement shall be the cornerstone for a regional greenspace program under METRO's stewardship, and shall continue to be used for park purposes. 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 statutory bargain and sale deeds. In the event METRO proposes to sell or trade transferred park land, METRO shall first consult with COUNTY and conduct a public hearing. After the deed transfer, 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.
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.

On or before June 1, 1996, METRO may request that surveys be conducted by COUNTY, as may be reasonably necessary, in order to determine property boundaries. If such a request is made, the cost of such survey(s) shall be shared equally between METRO and COUNTY.

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

1. Except as provided in Subsection C(2) below, 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.

2. Major Equipment Maintenance, Upkeep and Replacement. After the effective date of this Phase II Agreement, COUNTY agrees to continue to provide METRO with COUNTY Fleet and Electronics services. These services are subject to the following terms and conditions:

(A) Attached as Exhibit 2 is an inventory of vehicles and other equipment currently owned by COUNTY and utilized by METRO.

(B) COUNTY agrees to provide maintenance, upkeep and scheduled replacement for the equipment listed in Exhibit 2 plus any other equipment mutually agreed upon.

(C) COUNTY will provide such services in the same manner and at the same rate as charged to other COUNTY departments.

(D) Commencing July 1, 1996, COUNTY shall establish and maintain an equipment depreciation and replacement schedule. METRO shall receive credit in such schedule for the replacement charges made for COUNTY equipment assigned to METRO consistent with COUNTY's standard practices. The equipment depreciation and replacement schedule will be charged for any costs of replacement of COUNTY equipment utilized by METRO. Except as

provided for herein in the event of termination of this equipment service commitment, neither party shall have an obligation to pay to the other the balance of the schedule.

(E) Either METRO or COUNTY may terminate this equipment service provision by giving the other party at least six months prior notice. In that event, the termination shall be effective on July 1 of the following year or at such other time as is mutually agreed. In the event of termination, COUNTY shall transfer title to all vehicles and equipment listed on Exhibit 2 or any replacement vehicles and equipment to METRO and METRO shall pay to COUNTY any deficit in the equipment depreciation replacement schedule. If the schedule balance is positive, COUNTY shall pay the balance to METRO.

D. Natural Areas Acquisition and Protection Fund

On or before July 1, 1996, COUNTY shall transfer to METRO \$1.2 million from the COUNTY's Natural Areas Acquisition and Protection Fund. METRO shall utilize the funds transferred from COUNTY for the sole purpose of maintaining, improving or operating parks and cemetery facilities transferred to METRO by COUNTY or acquiring additional park property in Multnomah County. If, prior to July 1, 1996, METRO completes the acquisition of approximately 20 acres of property adjacent to the Bybee House and Howell Park on Sauvies Island, the purchase price and closing costs shall be paid by Multnomah County and deducted from the \$1.2 million to be transferred to METRO. METRO may take title to such property in its own name notwithstanding any provision of the Phase I Agreement.

E. Expo

COUNTY also agrees that notwithstanding the provision of Subsection A above, the transfer of the Expo Center shall occur upon the execution of this Agreement and COUNTY shall deliver a deed to METRO as soon as practicable thereafter.

F. Indemnification

1. All Liability Other Than Environmental Liability

(A) METRO has substantial experience with the properties described in Exhibit 1 and METRO acknowledges and agrees that METRO is acquiring such properties in an "as is" condition, and solely in reliance on METRO's own inspection and examination of the properties. Moreover, METRO acknowledges and agrees that COUNTY has made no representations or warranties with respect to such properties.

(B) 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, 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 took place prior to January 1, 1994, arising from the operations of the County Facilities.

(C) The provisions of Subsection F.1.(B) shall include any claims made by or on behalf of the plaintiff(s) in the case State ex rel Multnomah County Pomona Grange vs. Board of County Commissioners, et al, Multnomah County Circuit Court Case No. 9312-01898, CA A86828, SC S42907.

(D) 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, 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 took place on or after January 1, 1994, arising from the operations of the County Facilities by METRO.

2. Environmental Liability

(A) This Subsection sets forth the agreement between the parties regarding the allocation of liability for any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation on County Facilities which are being transferred to METRO. As used in this Section, "occurred" means any contamination, fuel leak, discharge or release of toxic materials or hazardous substances that originated on County Facilities rather than off-site.

(B) METRO, to the maximum extent permitted by law, 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, fines, suits and actions relating to or resulting from any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation except for any such contamination, fuel leak, discharge or release for which COUNTY has a duty to indemnify Metro pursuant to Paragraph (C) below.

(C) COUNTY, to the maximum extent permitted by law, shall defend, indemnify and save harmless METRO, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions relating to or resulting from any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation that occurred or originated on County Facilities if such contamination, fuel leak, discharge or release occurred or originated during the period beginning on the date COUNTY became the owner or operator of the property on which the contamination, fuel leak, discharge or release occurred or originated and ending at midnight, December 31, 1993.

(D) In the event METRO or COUNTY is notified by any state or federal agency that it is a potentially responsible party as the result of any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation originating from any property described on Exhibit 1, or if either party shall become aware of any contamination, fuel leak, discharge or release, notice shall immediately be given to the other party in writing. If a notice is received from a state or federal agency, METRO shall take the lead role in responding to the notice. COUNTY agrees to cooperate with METRO in responding to any such notice. After discovery that a contamination, fuel leak, discharge or release has occurred, the parties shall meet and agree regarding responsibility under the terms of this Agreement. If the parties cannot agree regarding responsibility under this Agreement, such responsibility shall be determined in accordance with Paragraph (E) below. METRO shall take all necessary action required by the contamination, fuel leak, discharge or release, subject to reimbursement by COUNTY as provided herein, if it is determined that COUNTY is the responsible party.

(E) Dispute Resolution

In the event there is any dispute between METRO and COUNTY regarding responsibility for any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation, notwithstanding the provisions of Section 4, the dispute shall be resolved by the binding decision of a panel of experts as provided for herein.

Whichever party determines that a dispute exists may initiate the dispute resolution process by notifying the other party in writing. The party initiating the dispute resolution process shall appoint an expert environmental engineer to the dispute resolution panel within fourteen days of the notice initiating the dispute resolution process. Thereafter, the other party shall appoint its expert environmental engineer within fourteen days. The two experts so appointed shall appoint a third expert environmental engineer within thirty days of the second appointment. No expert shall be required to have any particular education, training or experience to serve on the panel.

Each party agrees to provide the other party all information and documents available to the party, its employees, agents or experts relating to the dispute, including but not limited to all expert reports (including raw data) whether or not prepared by the party's appointed environmental engineer.

The three experts shall resolve the matter. Unless a majority of the panel finds that the COUNTY is responsible pursuant to Paragraph (C) above, Metro shall be responsible pursuant to Paragraph (B) above. Notwithstanding the provisions of Section 4, the decision of the panel shall be final and binding on the parties. Each party shall pay the costs of its own expert and investigation and the cost of the third expert shall be shared equally by the parties.

3. No Third Party Beneficiary

The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO 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 persons other than METRO, COUNTY, and their respective officers, employees, and agents.

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 the effective date of this Agreement shall remain in force and effect with regard to the County Facilities until superseded 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 previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede 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 authorize transfer to METRO of the revenues collected by COUNTY from its \$.03 per-gallon fee on the sales of motor fuel used to propel or operate motor boats. Revenues from future increases in the tax rate, if any are approved by COUNTY, shall not be subject to transfer to METRO unless specifically authorized by COUNTY. Transferred revenues may be used by METRO only for the purposes of development, administration, operation and maintenance of those COUNTY Facilities transferred to METRO pursuant to this Agreement. COUNTY further agrees to transfer the above-mentioned funds to METRO on or before September 30 of each year from the amounts collected in the previous fiscal year.

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 3 hereto.

2. From July 1, 1996, to June 30, 1999, COUNTY shall continue to provide METRO 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 provided that COUNTY shall pay to METRO \$625 for each month or part thereof from the time of termination to July 1999 if METRO's occupancy is terminated by COUNTY prior to July 1999.

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 parks 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. METRO agrees to allow Sheriff the continued free 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 4 is a site plan showing the location of the facilities at Chinook Landing to be utilized by Sheriff.

4. M. James Gleason Facility. METRO agrees to allow Sheriff to occupy at no cost the office structure presently located at the M. James 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 5. 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.

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 prohibitive, 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 shall maintain eligibility for such funds, apply to the State to receive the funds, and pay over to METRO any and all funds received. METRO may, with State approval, receive all funds directly from the State on COUNTY's behalf. METRO shall cooperate with COUNTY to assist its efforts to apply for and receive such funds. COUNTY shall assist METRO's efforts to obtain necessary State 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. COUNTY shall have no obligation to transfer title unless METRO furnishes COUNTY with any necessary State approval of the transfer.

3. COUNTY shall assign 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 which COUNTY does not own simultaneously with the transfer as provided in Subsection L.2. above and not before. Transfer of COUNTY's leasehold interest shall be subject to any necessary approvals required by the United States (BLM) or the State of Oregon (Fish and Wildlife).

M. County Services

COUNTY agrees that METRO may continue to utilize COUNTY-provided services at the rate COUNTY 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

COUNTY agrees to match annually any METRO contribution in an amount up to \$10,300 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 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

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 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
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:
Clerk of the Board
Multnomah County
1120 SW Fifth Avenue, 15th Floor
Portland, OR 97204

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 8 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.

SECTION 9 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 10 SURVIVAL

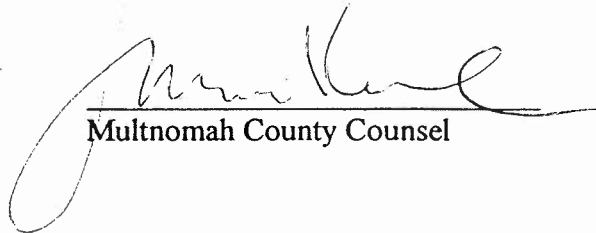
The provisions of this agreement shall survive the closing and recordation of all deeds for an unlimited period.


**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.

REVIEWED:

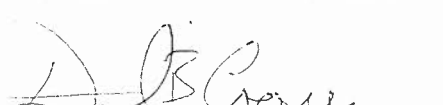
MULTNOMAH COUNTY



Multnomah County Counsel

By: 
Beverly Stein, County Chair
Date: March 21, 1996

APPROVED AS TO FORM

METRO


Metro General Counsel

By: 
Mike Burton, Executive Officer
Date: March 21, 1996

jep
contract\1178g

EXHIBIT 1

NATURAL AREAS AND REGIONAL FACILITIES

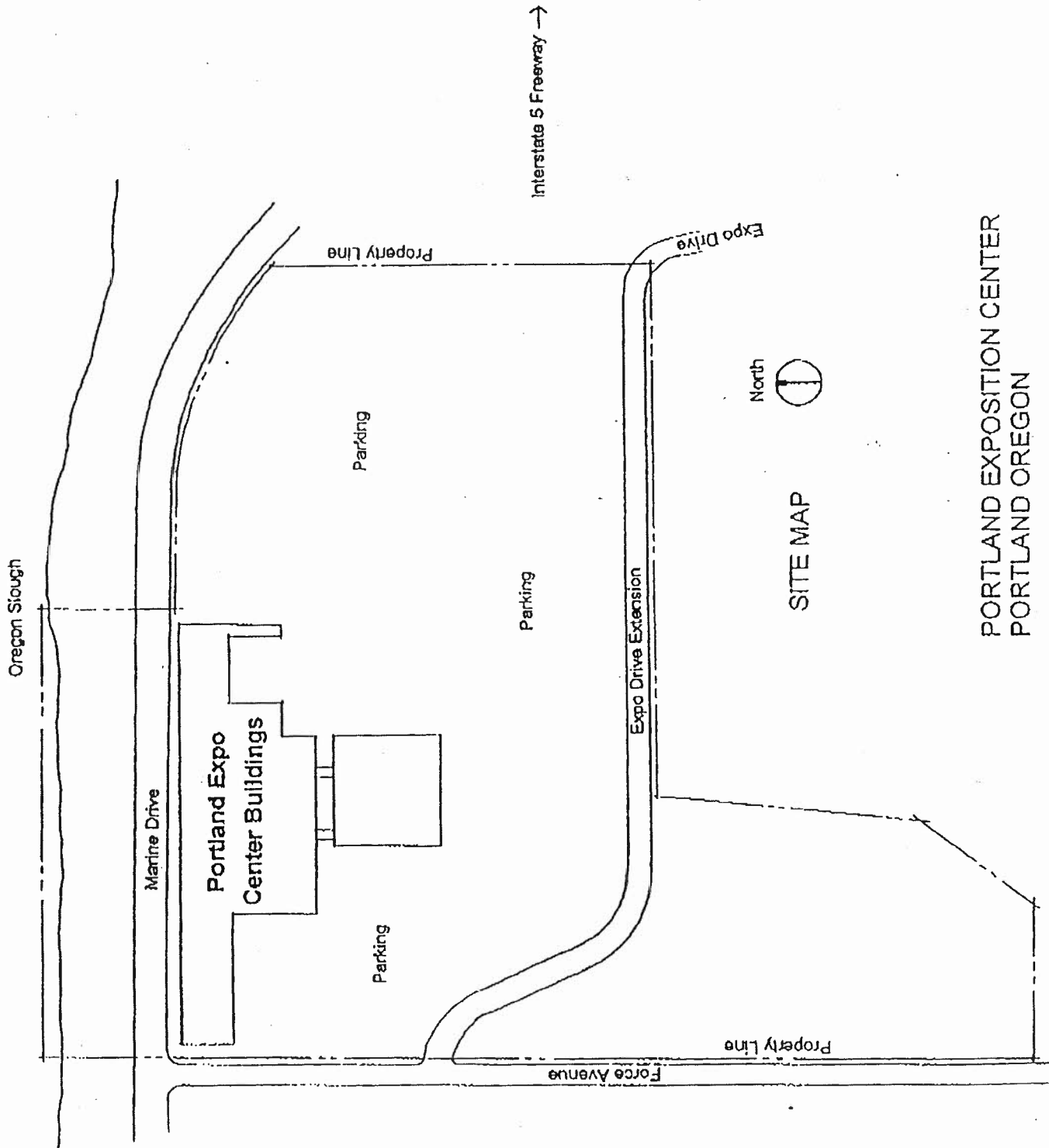
1. Mason Hill
2. Sauvie Island Boat Ramp
3. Multnomah Channel
4. Bybee-House & Howell Park
5. Bell View Point
6. M. James Gleason Memorial Boat Ramp
7. Broughton Beach
8. Beggars Tick Marsh
9. Glendoveer Golf Course & Fitness Trail
10. Blue Lake Park
11. Gary and Flagg Islands
12. Oxbow Park
13. Indian John Island
14. Larch Mountain Corridor
15. Chinook Landing Marine Park
16. Sandy River Access Points
17. Smith & Bybee Lakes Addition
18. Phillipi Property

PIONEER CEMETERIES

1. L. Jones
2. Grand Army of the Republic
3. Lone Fir
4. Multnomah Park
5. Brainard
6. Columbia Pioneer
7. White Birch
8. Escobar
9. Gresham Pioneer
10. Mt. View Stark
11. Douglass
12. Pleasant Home
13. Powell Grove
14. Mt. View Corbett

PUBLIC TRADE & EXHIBITION FACILITY

1. Portland Exposition Center and appurtenant land (see attached map)



PORTLAND EXPOSITION CENTER
PORTLAND OREGON

EXHIBIT 2

Parks Equipment

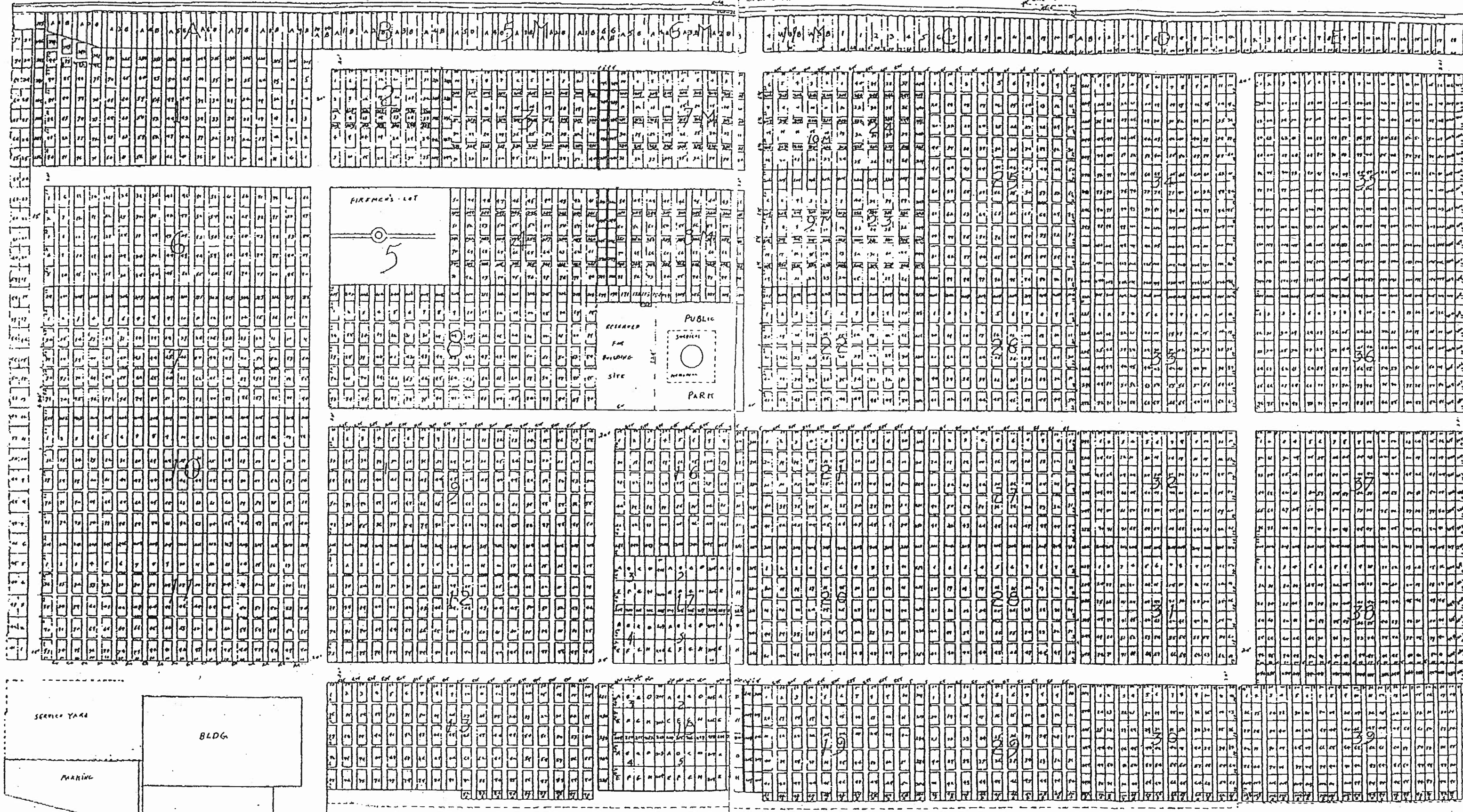
Equipment	License	Year	Make	Model	VIN
PM8	E187734	1992	Ford	Tempo	2FAPP36X4NB1847
PM3	E169491	1988	Ford	F350	2FDLF47G0JCB315
PM5	E169484	1988	Ford	F350	2FDLF47G9JCB315
PM16	E170796	1989	Ford	F250	1FTHX25H9KKA860
PM19	E187707	1993	Ford	Ranger	1FTCR14UXPPA664
PM23	E170770	1989	Dodge	B250	2B7HB21Z7KK3772
PM24	E188800	1993	Ford	F700 Dump Trck	1FDXK74C8PVA412
PM25	E188801	1993	Ford	F700 Dump Trck	1FDXK74C7PVA 410
PM202	E124140	1974	IH	2505	U202457
PM204	None	1977	JD	Track Loader	350CB28858IT
PM205	None	1979	IH	TD7	902U4686
PM207	None	1992	Case	580Super K	JJG0165807
PM218	None	1993	Ford	5640 Tractor	BD35229
PM290	None	1994	Rayco	RG1635A Chip	1R9151318RW2100
PM296	None	1975	Davis	Trencher	S693492
PM297	None	1981	Chlpm	TM120C3	G481121100
PM299	None	1975	Mlr	Welder	HF880060
PM328	E194697	1978	Beaver	Trailerlow 3	T9D7813
PM362	E194698	1979	Beaver	Trallerlow 3	T9D7816
PM17	E175587	1990	Dodge	W150 4X4	1B7HM16Z7L86977
PM259	None	1991	Jake	T422D	4792 - 60 Inch
PM9	E170794	1989	Ford	F250	1FTHX25H5KKA860
PM10	E170793	1989	Ford	F250	1FTHX25H7KKA860
PM14	E170792	1989	Ford	F250	1FTHX25H9KKA860
PM237	None	1994	Jake	T422D	6613206455
PM238	None	1994	Jake	T422D	6613206495
PM239	None	1994	Jake	T442D	6613206456
PM261	None	1991	Jake	T422D	4791 - 60 Inch
PM4	E192819	1988	Ford	F350	2FDLF47G9JCB315
PM6	E166751	1987	Ford	F250 4X4	2FTHF28H2HCA472
PM11	E175589	1990	Dodge	W250 4X4	1B7KM26Z7LS6979
PM13	E003721	1942	GMC	Fire Truck	C228111783
PM21	E170788	1989	Ford	Ranger	1FTCR10A3KUB573
PM201	None	1985	Kubot	L355SS	L3555561491
PM260	None	1991	Jake	T442D	4763 - 60 Inch
PM271	None	1991	Jake	T442D	661324056
PM272	None	1991	Jake	T442D	661324421
MCPC	None	1983	JD	950	None

Equipment	License	Year	Make	Model	VIN
PM12	E192825	1974	Chev	C30	CCY334Z172057
PM15	E170796	1989	Ford	F250	1FTHX25H7KKA860
PM18	E187706	1993	Ford	Ranger	1FTCR14U1PPA664
PM22	E170765	1989	Ford	Ranger	1FTCR10A5KUB348
PM203	None	1994	Jake	HR-15	7052101956
PM212	E44864	1981	Jake	HF15	371127602
PM227	None	1990	Promk	942001	209 ENG #200380
PM231	None	1989	Jake	T422D	2598
PM244	None	1995	Jake	T422D	7267
PM245	None	1995	Jake	T422D	7268

#1

S.E. STARK ST

EXHIBIT 3

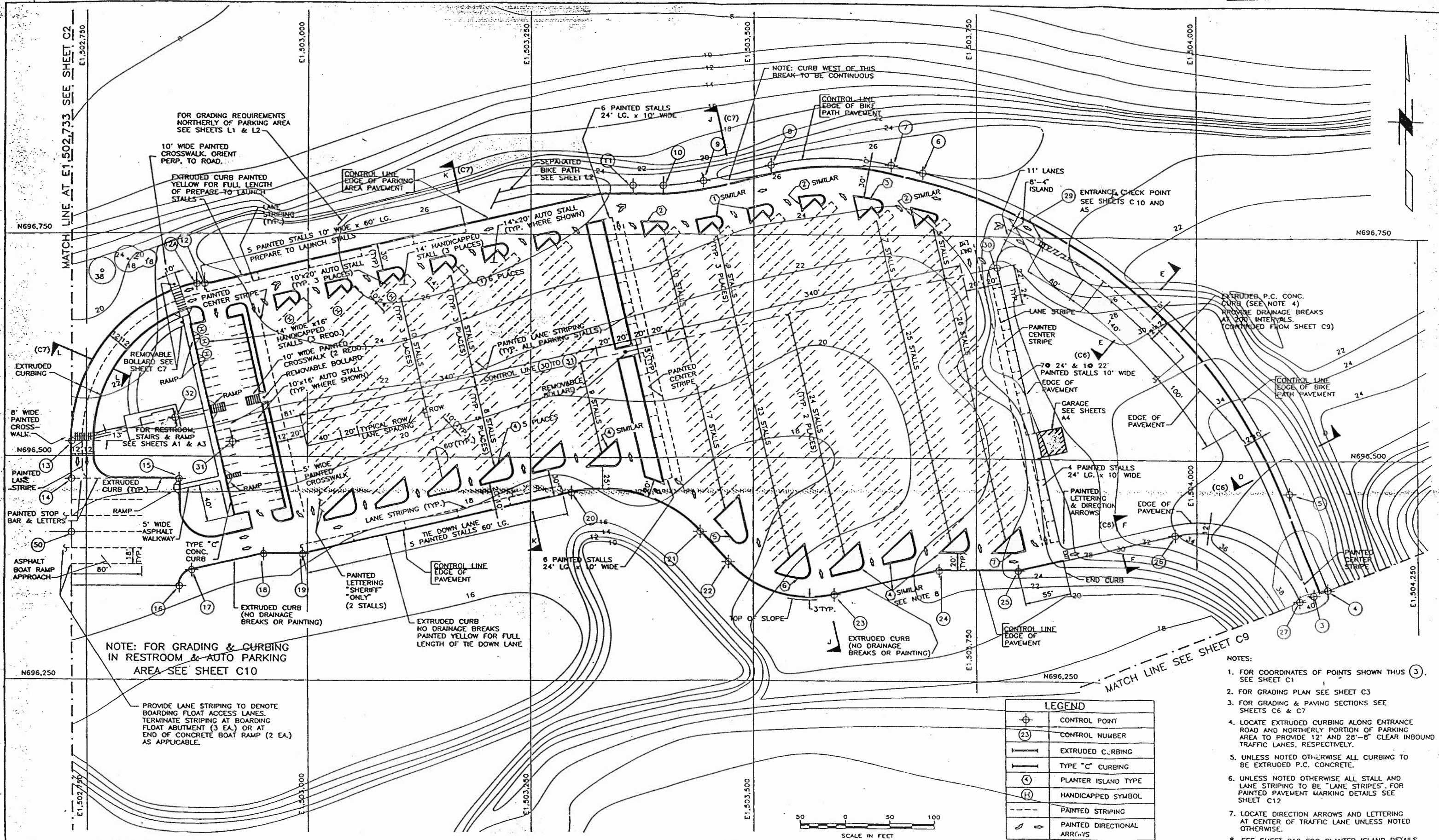










SCALE 1"=40'
SEC. 17, T. 15, R. 1E.

LONE FIR CEMETERY
AMENDED PLAT 1054-1958

REV 1958 BY

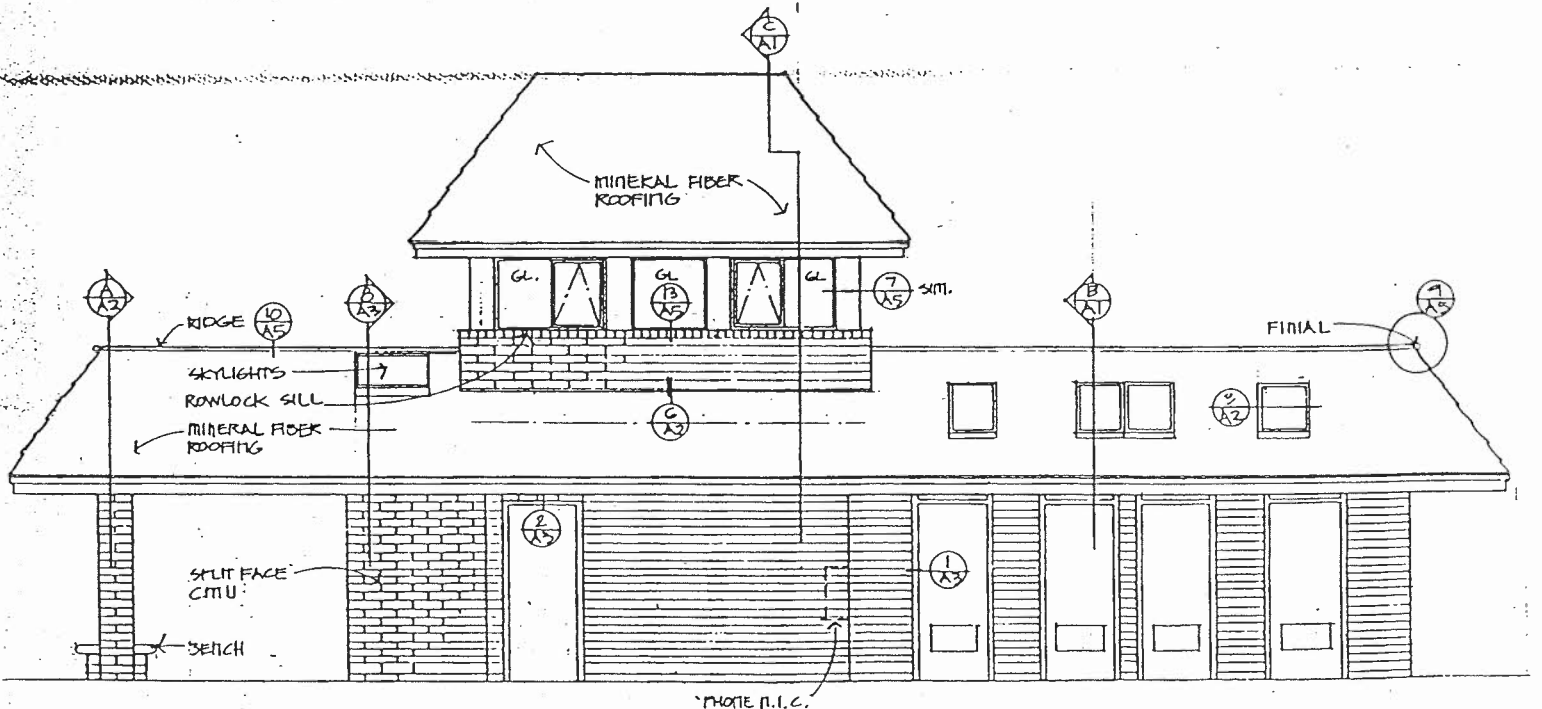
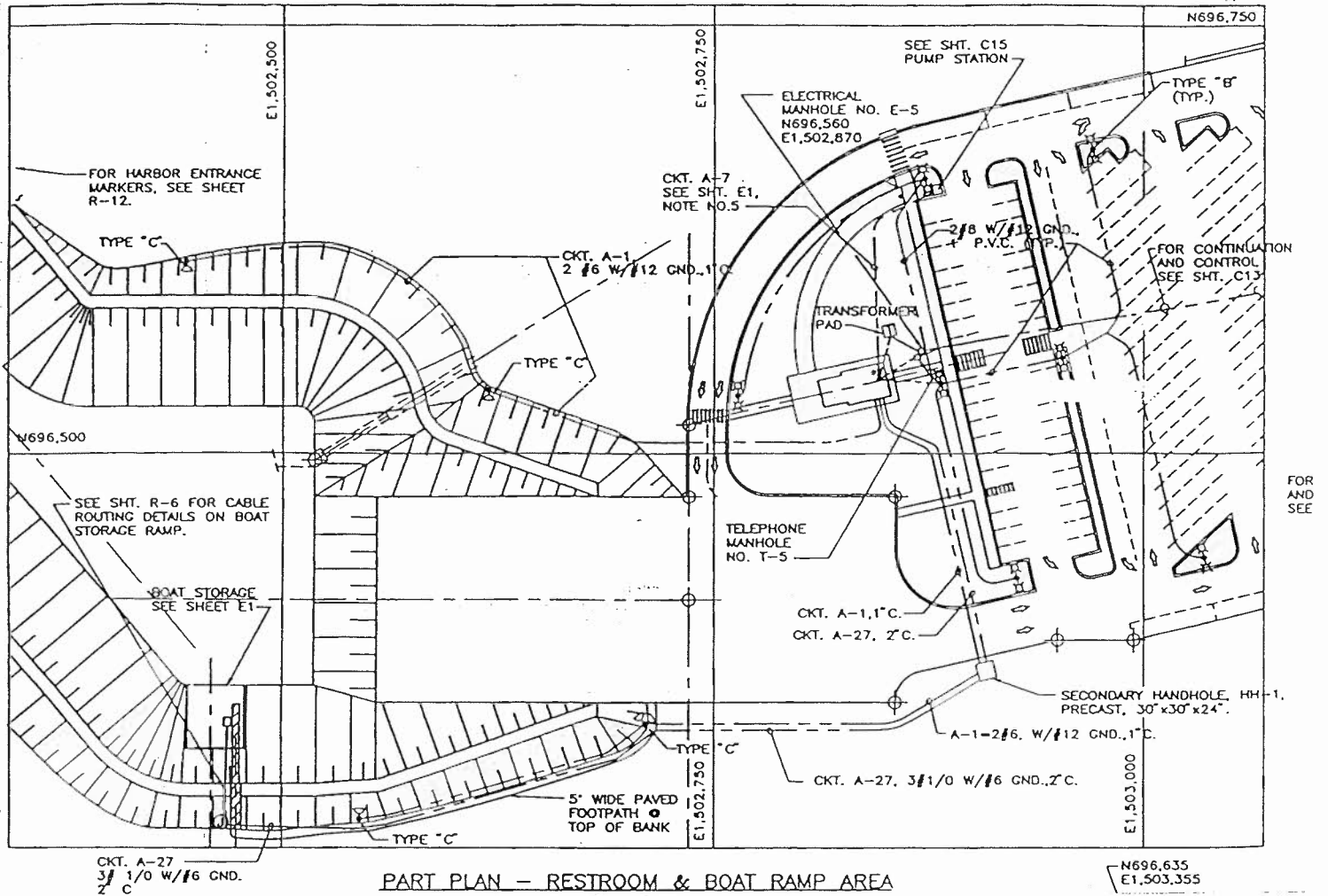
S.E. MORRISON ST.



LEGEND	
	CONTROL POINT
	CONTROL NUMBER
	EXTRUDED CURBING
	TYPE "C" CURBING
	PLANTER ISLAND TYPE
	HANDICAPPED SYMBOL
	PAINTED STRIPING
	PAINTED DIRECTIONAL ARROWS

- NOTES:
1. FOR COORDINATES OF POINTS SHOWN THUS (3).
 2. FOR GRADING PLAN SEE SHEET C3
 3. FOR GRADING & PAVING SECTIONS SEE SHEETS C6 & C7
 4. LOCATE EXTRUDED CURBING ALONG ENTRANCE ROAD AND NORTHERLY PORTION OF PARKING AREA TO PROVIDE 12' AND 28'-8" CLEAR INBOUND TRAFFIC LANES, RESPECTIVELY.
 5. UNLESS NOTED OTHERWISE ALL CURBING TO BE EXTRUDED P.C. CONCRETE.
 6. UNLESS NOTED OTHERWISE ALL STALL AND LANE STRIPING TO BE "LANE STRIPES". FOR PAINTED PAVEMENT MARKING DETAILS SEE SHEET C12
 7. LOCATE DIRECTION ARROWS AND LETTERING AT CENTER OF TRAFFIC LANE UNLESS NOTED OTHERWISE.
 8. SEE SHEET C10 FOR PLANTER ISLAND DETAILS

				JOB No. 78612		DESIGNED: GLD		PROJECT ENGINEER: WAJ		<div>URS CONSULTANTS</div>		WESTERN REGION		<div>REGISTERED PROFESSIONAL ENGINEER 9663 J. J. Jajou OREGON JULY 14, 1991 WALID A. JAJOU</div>		<div>REGISTERED PROFESSIONAL ENGINEER 413475 George L. Drake OREGON AUG. 15, 1991</div>		MULTNOMAH COUNTY PARKS SERVICES DIVISION and OREGON STATE MARINE BOARD		PARKING AREA CIVIL SITE PLAN		SHEET: C 8	
				SCALE: 1"=50'		DRAWN BY: VCH		APPROVED BY:				500 N.E. MULTNOMAH PORTLAND OREGON 97232											
						CHECKED BY:		DATE: 26 JUNE 89															
GENERAL REVISIONS PER OWNER REVIEW																							
No. DATE BY				REVISION														DRAWING NO. 78612- CR		SHT. OF			

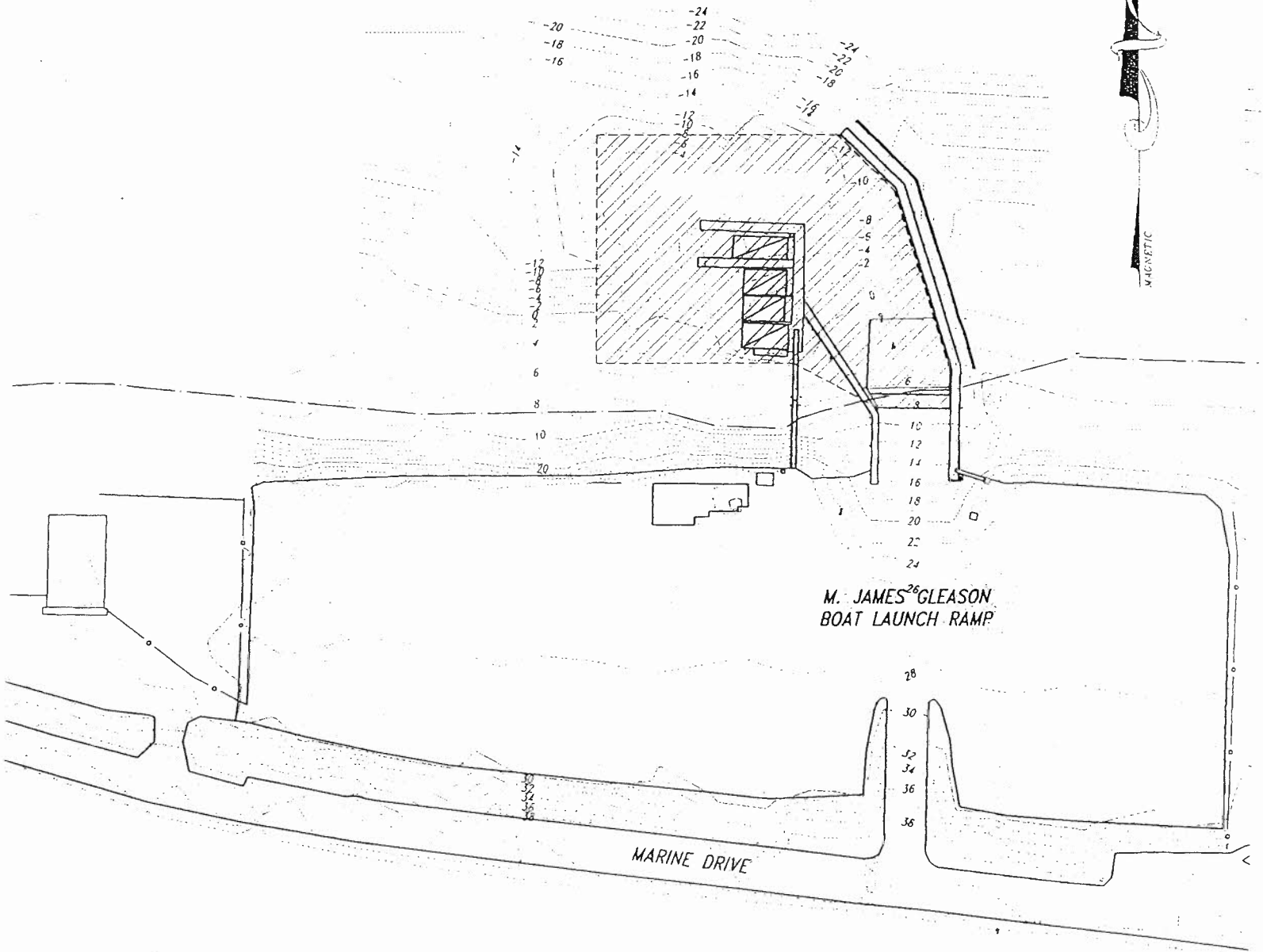


SOUTH ELEVATION
NORTH ELEV. SIMILAR

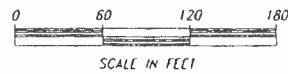
1/4" = 1'-0"

EXHIBIT 5

COLUMBIA RIVER
RIVER MILE



SITE PLAN





C O L U M B I A

PLANK

Boat
House

5705.5'

RIVER

PLANK

SHERIFF'S
RIVER PATROL
Bldg.

BOAT RAMP

4325 N.E. MARINE DRIVE

NO SCALE

245,000 sq'

5.6 ACRES

2.90'

K.B. 770
MAP 358
1/12

N.E. MARINE DRIVE
Rt. 1450
500' E

Approx.
875'

500' E

500' E

500' E