

**INTERGOVERNMENTAL AGREEMENT FOR MANAGEMENT OF THE  
GRESHAM PORTION OF THE SPRINGWATER CORRIDOR**

This intergovernmental agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the CITY OF PORTLAND, acting by and through its PARKS and RECREATION BUREAU (hereinafter "Portland" or "PPR"), and the CITY OF GRESHAM, (hereinafter "Gresham"), collectively referred to as "the Parties."

**RECITALS**

A. Portland and Gresham are municipal corporations of the State of Oregon and enter into this Agreement pursuant to the authority granted by ORS Chapter 190.

B. Portland owns the Springwater Corridor, which extends from the Willamette River to milepost 21.573 in Boring, Oregon, with a portion of it located in the City of Gresham. This Agreement pertains only to that portion of the Corridor which is in the City of Gresham.

C. In 1990 Portland acquired the Springwater Corridor from Portland Traction Company and requested a "Notice of Interim Trail Use" pursuant to 116 U.S.C. §1247(d) from the Interstate Commerce Commission, in order to obtain and protect a virtually irreplaceable segment of the 40 Mile Loop Regional Trail system of walking, hiking, biking and equestrian trails on behalf of Portland and the entire metropolitan region.

D. It is the intent of the Parties that, to the extent reasonably feasible, there be uniformity, in terms of appearance, signage, and applicable rules along the entire Springwater Corridor, whether in Gresham, Portland or another jurisdiction.

E. Pursuant to a 1992 Intergovernmental Agreement which expired on December 31<sup>st</sup>, 1996 and is hereby terminated with this agreement, Gresham designed and constructed the Springwater Trail in Gresham, using 1988 voter-approved bond issue funds, and has managed and provided routine maintenance for the Gresham portion of the Springwater Trail since that time. The Parties wish to continue this successful and mutually beneficial management relationship.

**AGREEMENT**

1. **Purpose.** The purpose of the Agreement is to establish the framework, terms and conditions under which the Gresham Portion of the Springwater Trail will be improved, maintained and managed for recreational and commuting purposes.

2. **Premises.** Unless otherwise agreed, authorities and responsibilities of Gresham under this Agreement apply only to that portion of the Springwater Corridor in the City of Gresham, which currently extends from Jenne Rd. to 252nd, and is generally depicted on **Exhibit A** hereto (the "Trail" or "Premises"). If the city limits of Gresham expand to include additional sections of the Springwater Corridor, then those sections will also be managed under this Agreement.
3. **Term.** The Agreement will become effective upon the date of the last signature and will continue in full force and effect for a period of ten (10) years, unless terminated by the Parties as provided for herein.
4. **Acceptance of the Premises.** Except as otherwise provided herein, Gresham accepts the Premises on an "as-is" basis at the time of this agreement, with no representations or warranties, express or implied, being made by Portland, its officers, agents or employees. Furthermore, all rights granted to Gresham are subject to the prior existing rights of others, including but not limited to that easement dated April 23, 1953 granted to Portland General Electric. The Parties also acknowledge that the Corridor is "railbanked" and may in the future be needed as a rail transportation corridor.
5. **Consideration.** The rights granted to Gresham hereunder are provided in consideration of Gresham operating and maintaining the Premises on behalf of Portland as specifically provided for in **Section 6** of this Agreement.
6. **Rights and Obligations of Gresham.** Gresham, at its cost, will use and manage the Premises in a professional and fully accountable manner with said rights and obligations to include the following at a minimum:
- A. **Event Permitting.** Gresham is responsible for issuing permits to individuals or entities wishing to hold recreational or fundraising events on the Trail. Gresham will timely notify Portland Parks and Recreation Permit Center (503-823-2525) of any events that it permits to ensure that conflicts do not arise. As the Trail is used for commuting purposes, Gresham will make reasonable efforts to avoid permitting events that will close the Trail to commuters. The Trail may not be closed to the public without the written consent of Portland. Gresham is authorized to retain all revenues it receives. Gresham will require as a term of its permits that the permittee indemnify and defend the City of Portland against all claims and actions arising out of the permittee's use of the Trail and name the City of Portland as an additional insured on the permittee's insurance policy.

- B. **Routine Maintenance and Repair.** To the extent it has the funds available, Gresham shall provide for and fund routine maintenance of the Trail; including, but not limited to, mowing, brush clearing, spraying, removal of refuse, tree maintenance and drainage maintenance. Wherever the City of Gresham has been issued a permit by Portland for construction of facilities and appurtenances along the Springwater Corridor, such as for the future construction of the Springwater Trail Spur, gateway plaza and gateway structure in Main City Park, the City of Gresham will own and be solely responsible for the maintenance of these facilities and appurtenances. Gresham shall also be responsible for making all minor repairs necessary to maintain the Springwater Corridor in a safe condition. In the event that Gresham does not have sufficient funds available to fulfill its obligations under this Agreement, it will provide Portland with sufficient written notice of the potential deficiency and work in a good faith manner with Portland to remedy the problem. Gresham will consult with Portland before commencing significant repairs to the Premises and will provide PPR with design documents for PPR review prior to construction, and reports on completed repairs.
- C. **Trail Improvements.** Any improvements to the Trail, including parking or picnicking areas, shall be in accordance with design plans developed by Gresham and approved by Portland. Unless otherwise agreed, all improvements must be consistent with Portland's then-current Springwater Trail Corridor Master Plan, and must preserve the potential future use of the Corridor as an active transportation rail corridor. Gresham will submit to Portland design documents and specifications at the 30%, 60% and 90% completion points for review and approval. Portland agrees to not unreasonably withhold approval. Upon receipt of the design documents and specifications, Portland shall have thirty (30) days to review and submit comments and requested changes to Gresham or the submittal shall be deemed approved. Gresham will reimburse Portland for its staff costs associated with plan review.
- D. **Non-Trail Improvements.** In the event that Gresham wishes to make improvements, such as underground utilities, in the Springwater Corridor that are not related to its recreational and commuting purpose, then Gresham will submit its request through Portland's Non-Park Use of Park Property process and will receive a 50% discount on applicable use and easement fees, but not application fees, in accordance with then-current Portland policies and practices.

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- E. **Encroachments.** Gresham will periodically monitor the Trail to determine whether encroachments (e.g. illegal dumping, fencing, parking, construction, etc.) on the Trail are occurring and work with Portland to resolve encroachments in a mutually acceptable manner. The parties intend that Gresham will be primarily responsible for monitoring and removal of "nuisance" type encroachments which can be remedied with a minimum of formal legal action. To the extent that a more permanent encroachment is observed which threatens the integrity of the Springwater Corridor, Portland, as the underlying property owner, will be primarily responsible. The parties anticipate that communication and cooperation between their respective city attorney offices will best resolve any difficulties relating to this aspect of trail management. Neither party is obligated to undertake any legal action beyond what each respectively considers appropriate and feasible.
- F. **Signage.** Signs installed by Gresham will specifically identify the Trail as part of the 40-Mile Loop Regional Trail System, and, to the extent feasible, will be designed to look substantially similar to signs installed on the Portland portion of the Springwater Trail. With the exception of Gresham signs currently in place on the Trail, Gresham may not display or erect any permanent signs on the Premises without the advanced, written approval of Portland.
- G. **Compliance with Law.** Gresham and Portland will comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, decisions, licensing and permitting requirements, and agreements.
- H. **Public Access.** Except in the case of reasonable restrictions associated with permitted events or public safety, the public's right to use and pass through the Premises will not be unreasonably impaired or restricted.
- I. **Utilities.** Gresham will pay utility costs associated with the Trail, with costs to include those associated with lighting of the Trail.
- J. **Safety.** After becoming aware of such conditions or practices, Gresham will promptly correct any unsafe condition of the Premises for which Gresham, its agents or invitees, is responsible, as well as any unsafe practices by persons using the Premises, permitted or otherwise. Gresham shall cooperate fully with Portland in the investigation of any damage to persons or property occurring on or about the Premises.
- K. **Security.** To the extent it has the funds available, Gresham will provide an adequate level of security for protection of the Trail, Gresham-authorized users and the general public, including, but not limited to sufficient security or crowd control personnel during significant Gresham-authorized events at the Premises. In accordance with this responsibility, Gresham shall require that its permittees provide appropriate security as necessary to their particular operations on the Premises. Gresham police are authorized to enforce Portland Park rules on the Trail.

- L. **Hazardous Materials.** No party shall be allowed to dispose at, on, or about the Premises any Hazardous Substance (as defined in ORS 465.200 or as it may hereafter be amended, and any implementing regulations). All Hazardous Substances shall be handled in a manner that protects the Premises and the environment from accidental spills and releases. Neither Party, nor any of its directors, officers, employees, agents, contractors, subcontractors, servants, successors, assigns, lessees, permittees, licensees, or invitees shall cause or authorize to occur any unauthorized release of a Hazardous Substance or any condition of pollution or nuisance at, on or about the Premises, whether affecting surface water or groundwater, air, the land or the subsurface environment.
- M. **Taxes and Assessments.** Gresham will pay any and all applicable federal, state or local taxes assessed against the Premises as a result of this Agreement.
7. **Portland Retained Responsibilities, Rights and Authorities.** Portland hereby reserves all rights and authorities to itself not specifically granted to Gresham under this Agreement. At a minimum, Portland retains the following responsibilities, rights and authorities:
- A. **Right of Entry.** Portland reserves the right to enter the Premises for any purpose, including evaluation of Gresham's services, with the understanding that when exercising said right Portland will make a reasonable effort to minimize disturbances to activities being managed by Gresham. It is expressly understood by the parties that Portland, whether or not it conducts visits or inspections, assumes no responsibility for the quality, adequacy or safety of any work that is done by or for Gresham.
- B. **Third Party Requests.** In addition to its primary use as a recreational and commuting trail, the Springwater Corridor may also be used for non-intrusive, compatible uses such as locating communications facilities, utilities, crossings, etc. As the owner of the entire Springwater Corridor, Portland retains the exclusive right to grant easements, licenses, leases, and permits (other than recreational use/event permits) for such non-intrusive, compatible uses. Gresham will forward any such requests to Portland for consideration and will inform the requestors that the City owns the underlying fee to the Springwater Corridor. Portland will notify Gresham of any request made to Portland for a crossing, permit, license, or easement within Gresham's portion of the Springwater Corridor. Gresham will be given a reasonable opportunity to comment on any such request. Portland will require any such applicant to comply with any code or regulation of Gresham, including Gresham's land use codes and regulations. If Portland authorizes the disturbance of the Trail for any reason, (e.g., by granting a request or use which involves construction on the Springwater Corridor), Portland will require, as a term of any agreement authorizing the request or use, that the Trail be restored to the same or better condition at no cost to Gresham.

If Portland grants an easement to a third party, the easement fee will be split evenly between Portland and Gresham. All easement or use fees charged to bureaus or departments of the City of Portland or City of Gresham will be retained by Portland. Except as stated in paragraph 6A above, all other revenue generated on the Gresham portion of the Springwater Corridor will be retained by Portland. Exhibit B provides examples of how fees will be split. Nothing in this paragraph shall entitle Portland to a portion of any franchise fee to which Gresham may be entitled under any agreement with utility companies, with the understanding that Gresham does not have the authority to include Springwater Corridor lands in any franchise agreement.

- C. **Emergency Repairs.** PPR reserves the right, in its sole discretion, to make emergency repairs to the Premises when said repairs are necessary to address immediate health and safety concerns. To the extent that it is reasonable to do so, PPR will make a good faith effort to coordinate with Gresham as to these repairs.
8. **Major Maintenance.** Portland and Gresham will evenly split the costs of all major maintenance, which consists of trail repaving, bridge repair, culvert replacement, bank erosion, and subgrade failure repairs. The parties will meet at least annually to discuss major maintenance needs, prioritize projects, and identify sources of funding. Once a major maintenance project is identified as a priority, the parties will agree in writing as to the parties' roles and responsibilities. It is anticipated that grants will be needed to fund most major maintenance projects.
9. **Reserve Fund.** So that some funding is available for major maintenance projects, the parties agree that each party will contribute 50% of its share of easement revenue to a trust fund account, managed by Portland. These funds are to be used exclusively for costs related to major maintenance projects on the Gresham portion of the Springwater Corridor that both Parties agree to. These funds may be used as grant match funds for such projects. Revenue generated by the grant of rights to other City of Portland bureaus will not be contributed to the trust fund. All interest earned on this account will accrue to the trust fund.
10. **Grants.** The parties acknowledge that both parties may apply for grants from a variety of regional, state and/or federal programs to supplement available financial resources for the management, repair, and improvement of the Trail. Both parties agree to notify the other party when submitting a proposal for a grant for the Gresham portion of the Springwater Corridor. The parties will reasonably assist each other in efforts to secure grants.
11. **Transfer and Assignment.** Rights granted under this Agreement are personal to Gresham, and may not be transferred, sold, conveyed, or otherwise hypothecated without the prior express written consent of Portland, which consent may be granted or denied in its sole discretion.
12. **Damage to the Premises.** If the Premises are damaged as a result of the negligent acts or omissions of Gresham or its officers, employees, agents, contractors, licensees,

permittees, or others acting under the direction and/or control of Gresham, Gresham will promptly notify Portland and shall, in consultation with Portland and in cooperation with Gresham's insurance carrier, if a claim is involved, either repair or replace the affected property at Gresham's expense or reimburse Portland for its reasonable costs of repairing or replacing the affected property.

13. **No Liens.** Gresham shall keep the Premises free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Gresham. If any lien is filed against any portion of the Premises as a result of the acts or omissions of Gresham, or of Gresham's employees, agents, or contractors, Gresham shall discharge, bond or otherwise secure the same to Portland's reasonable satisfaction within thirty (30) days after Gresham has notice that the lien has been filed. If Gresham fails to discharge, bond or secure any lien within such thirty (30) day period, then, in addition to any other right or remedy of Portland, Portland may, at its election, upon five (5) days' prior written notice to Gresham, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, Gresham shall pay on demand any amount so paid by Portland for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Portland incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary reasonable disbursements in connection therewith.

14. **Indemnification.**

- A. **Indemnification by Gresham.** Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, Gresham shall indemnify and defend Portland, its directors, officers, employees and agents, against, and hold Portland, its directors, officers, employees and agents, harmless from any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, charges, judgments, costs and expenses (including all reasonable attorneys' fees and court costs) (collectively, "Losses") of any nature whatsoever that may be imposed upon, incurred or paid by, or asserted against Portland, its directors, officers, employees and agents, Gresham, the Premises or any interest therein to the extent that such Losses are the result of, arise from, or are in connection with any act or omission related to Gresham's use, improvement or management of the Premises or its performance under this Agreement.
- B. **Indemnification by Portland.** Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, Portland shall indemnify and defend Gresham, its directors, officers, employees and agents, against, and hold Gresham, its directors, officers, employees and agents, harmless from any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, charges, judgments, costs and expenses (including all reasonable

attorneys' fees and court costs) (collectively, "Losses") of any nature whatsoever that may be imposed upon, incurred or paid by, or asserted against Gresham, its directors, officers, employees and agents, Portland, the Premises or any interest therein to the extent that such Losses are the result of, arise from, or are in connection with Portland's activities on the Premises or its performance under this Agreement.

- C. **Contractors and Other Authorized Users.** Gresham will include sufficient indemnification language in its third party contracts and other written authorizations indemnifying Portland from any and all claims related to the contract work or authorized uses.

**15. Insurance.**

- 1) The Parties acknowledge that Portland Parks is fully self insured, and Gresham is self insured for workers compensation and insured by an insurance company for liability. If requested, each party will provide the other party with a Certificate of Self Insurance indicating that it has sufficient coverage, to the satisfaction of their respective city attorneys.
- 2) Gresham will include insurance requirements, which are satisfactory to Portland, in its contracts, recreational use permits, and other written authorizations related to the Trail.

**16. Force Majeure.**

- A. Neither Portland nor Gresham shall be in default hereunder if the performance of any act required of it hereunder is prevented or delayed by reason of events, contingencies or causes beyond its reasonable control and without its fault, including, but not limited to, fire, flood, earthquakes, lightning, unusually severe weather, acts of God, acts of any governmental authority, war, riot, accidents, embargoes, strikes, labor disputes, shortage of labor, fuel, raw materials, or machinery, or technical or yield failure, affecting such party or its suppliers or subcontractors. However, nothing in this Section 15 shall excuse either party from the prompt payment of any amount required under this Agreement.
- B. Notwithstanding anything to the contrary herein, if the Premises are rendered unusable by an event described in this Section and if such condition continues for more than sixty (60) consecutive days, or if Portland notifies Gresham that it is impractical or uneconomic to restore any physical damage that is responsible for the interruption of service, either Portland or Gresham may terminate this Agreement by written notice to the other party.

**17. Termination.**

A. **Termination.**

- 1) Voluntary- Either Party may voluntarily terminate the Agreement with no less than six (6) months written notice to the other party.
- 2) For cause- A material breach of this Agreement by either party shall, upon 90 days written notice to the other, constitute grounds for termination. In the event



that the breach is cured to the satisfaction of the non-breaching party within the 90 day period, the notice of termination will be rescinded by the non-breaching party.

- 3) **Restoration of rail service-** Portland may terminate this Agreement upon a determination that use of the Trail is necessary for restoration of rail services. Portland agrees to provide Gresham timely notice if it learns of a serious proposal to restore rail service.

B. **Termination Process.** Upon termination, Gresham shall surrender the Premises to Portland in a clean and safe condition. All repairs for which Gresham is responsible shall be completed prior to such surrender.

C. **Existing Contracts at Time of Termination.** Any contracts, leases or permits of Gresham, which remain valid as of the termination date of this Agreement, will, upon request of PPR, be terminated or transferred to PPR for ongoing administration, with the associated third parties notified of said transfer in writing by Gresham.

D. **Ownership upon Termination or Expiration.** Upon the expiration or termination of this Agreement, all fixtures, improvements and personal property located on or associated with the operation of the Premises shall become the property of the Portland, unless otherwise agreed in writing.

#### 18. Miscellaneous.

A. Nothing in this Agreement shall obligate either party to expend funds in excess of funds available to it.

B. **Portland Consent.** Unless otherwise stated, whenever consent, approval or direction by Portland is required under the terms contained herein, all such consent, approval or direction must be in writing from the Director of PPR or a person designated in writing by the Director. Unless otherwise stated herein, consent will not be unreasonably withheld.

C. **Gresham/Portland Coordination and Cooperation.** Gresham and Portland will take cooperative actions, as reasonably necessary, to fulfill the intent of this Agreement. Portland and Gresham will meet at least once annually to discuss management and budget issues related to the Trail.

D. **Gresham Consent.** Unless otherwise stated, whenever consent, approval or direction by Gresham is required under the terms contained herein, all such consent, approval or direction must be in writing from the City Manager, or a person designated in writing by the City Manager. Unless otherwise stated herein, consent will not be unreasonably withheld.

E. **Third-Party Use of the Premises.** Except as provided for in this Agreement, Gresham may not lease, license, transfer to, or swap, exchange with, or otherwise allow the use of the Premises by third parties. It is understood and agreed that, notwithstanding any such arrangements, no such third party shall have any rights under this Agreement, either as a party hereto or a third-party beneficiary.

F. **Notices.** All notices under this Agreement shall be in writing and shall be deemed validly given if sent by mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. If any such notice or communication is not received or cannot be delivered due to a change in the

address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice or other communication shall be effective on the date delivery is attempted. Notices should be addressed as follows, except that Gresham's communications to Portland concerning insurance coverage should be sent to the following:

<u>PPR:</u>	<p>Portland Parks and Recreation Bureau  1120 SW 5<sup>th</sup> Ave, Suite 1302  Portland, Or 97024  Attention: Property Manager  Telephone: (503) 823-5229  Facsimile: (503) 823-5570</p> <p>With copy to:  City Attorney's Office  Attn: Harry Auerbach  1221 SW 4<sup>th</sup>  Portland, OR 97204  Telephone: 503-823-4047  Fax: 503-823-4079</p>
<u>Gresham:</u>	<p>City of Gresham  1333 NW Eastman Pkwy  Gresham, OR 97030  Attention: David Ris, City Attorney's Office  Telephone: 503-618-2429  Facsimile: 503-667-3031</p>

Any party may change the designated recipient of notices by so notifying the other party in writing.

- G. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Oregon, excluding its choice of law principles.
- H. **Forum.** Any litigation between Portland and Gresham arising under this Agreement, or out of work performed under this Agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
- I. **Disputes.** The Parties will make a good faith effort to resolve disputes in a reasonable manner and will proceed through the following courses of action prior to resorting to litigation: party to party negotiations; administrative appeals; and mediation and/or non-binding arbitration.
- J. **Construction and Interpretation of Agreement.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a

document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Agreement and that legal counsel was consulted by each party before the execution of this Agreement.

- K. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.
- L. **Further Documents.** Each party agrees to cooperate with the other in the execution of any documents necessary to protect its rights under this Agreement.
- M. **Illegality.** If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.
- N. **Waiver in Writing.** No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.
- O. **The Rights to Gather and Be Heard.** Gresham will not take any action which would be considered a denial of the public's constitutional right to gather and be heard in the common areas of the Premises.
- P. **No Partnership.** Nothing contained in this Agreement is intended to create, or shall in any event or under any circumstance be construed as creating, a partnership or a joint venture between PPR and Gresham.
- Q. **Exhibits; Successors; Time of Essence; Counterparts; Amendments.** The Exhibits attached to this Agreement are made a part of this Agreement. This Agreement shall benefit and bind PPR and Gresham and their respective personal representatives, heirs, successors and assigns. Time is of the essence of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. This Agreement may not be amended or modified except by a written instrument signed by PPR and Gresham. To the extent amendments are consistent with the general intent of the Parties, the Director of PPR is authorized to execute amendments to this Agreement.

IN WITNESS WHEREOF, PPR and Gresham have caused their duly authorized representatives to execute this Agreement in duplicate.

**PORTLAND PARK AND RECREATION  
BUREAU**

**CITY OF GRESHAM:**

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

Name: Nick Fish

Title: Commissioner

Date: \_\_\_\_\_

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

Name: Erik Kvarsten

Title: City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

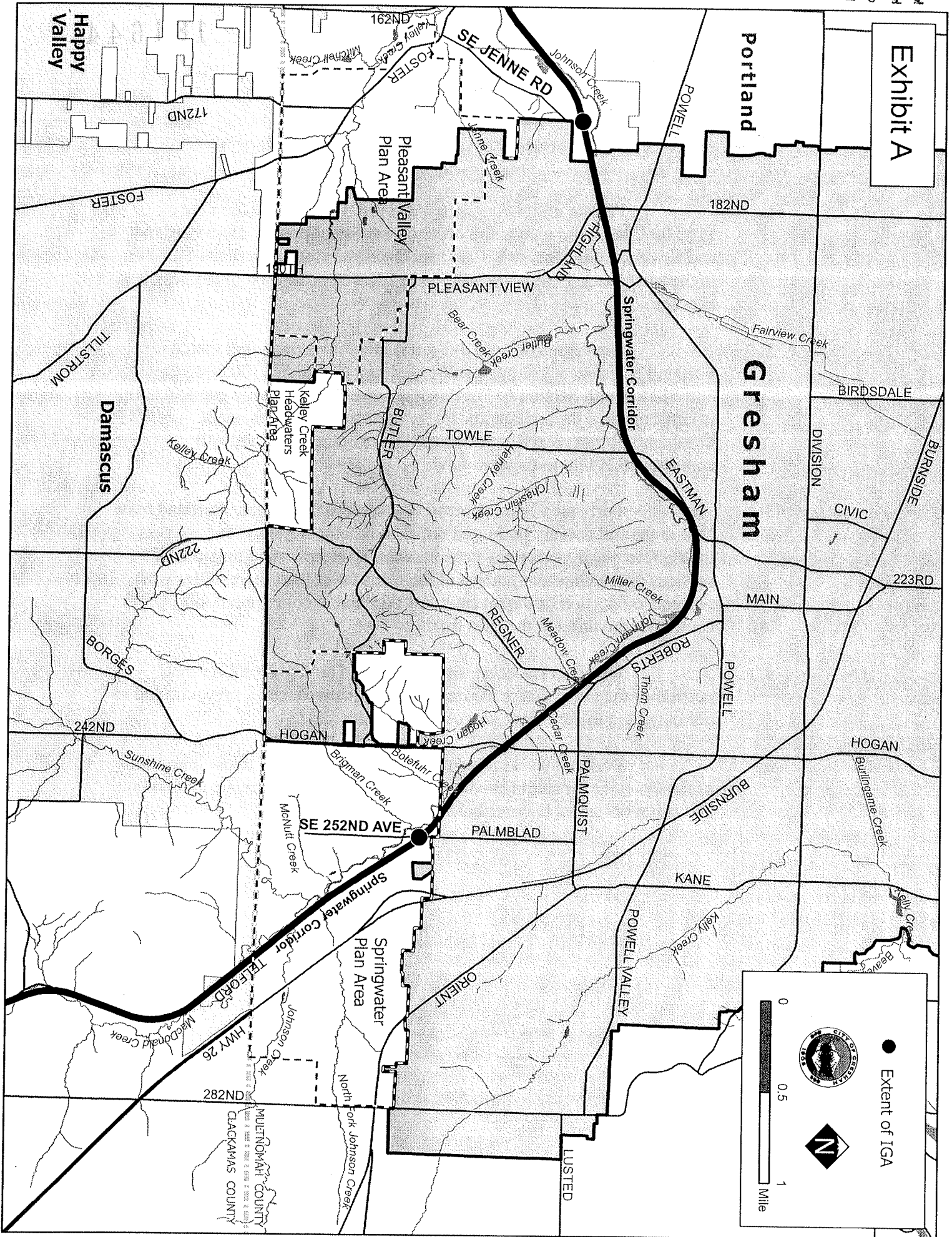
*Amela Meng*  
CITY ATTORNEY

\_\_\_\_\_  
Harry Auerbach  
Chief Deputy Portland Attorney

**APPROVED AS TO FORM**

\_\_\_\_\_  
David Ris  
Gresham City Attorney

Exhibit A



**EXHIBIT B**  
**Revenue Sharing Examples**

1. Private utility company is granted an easement for a fee of \$100,000, in accordance with Portland's easement policy. Both Portland and Gresham will receive \$50,000 and each party will contribute \$25,000 to the trust fund. Each party will retain \$25,000 to be used in any way it chooses.
2. Gresham's Water Division is granted an easement that, under Portland's easement policy, would result in a charge of \$100,000. In accordance with Section 6.C of this IGA, Gresham will only pay \$50,000 in this case plus the application fee, to Portland for the easement. Gresham will not receive a portion of this revenue. Portland will contribute \$25,000 to the trust fund.
3. Portland's Water Bureau is granted an easement. Portland may charge the full amount permitted under its easement policy, but reserves the right to negotiate for any consideration it wishes, including in kind services in the Gresham portion of the Corridor or elsewhere. Gresham receives no portion of the revenue and Portland is not required to contribute anything to the trust fund.
4. Gresham issues an event permit to Hood to Coast for that portion of the event that is in Gresham. Gresham retains all revenue and is not obligated to contribute any of it to the trust fund.
5. Portland issues a permit to a private company to use a portion of the Corridor for staging and/or parking. Portland will retain all revenue and is not obligated to contribute it to the trust fund.