

**EXHIBIT A**

FACILITY GRANT NO. 893 - AMENDMENT NO. 2  
 STATE MARINE BOARD  
 FACILITY GRANT COOPERATIVE AGREEMENT  
 DUCKWORTH MEMORIAL DOCK BOATING FACILITY PROJECT

This Amendment hereby modifies the Facility Grant Cooperative Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called the "Board," and the City of Portland, hereinafter called the "Recipient". The referenced project is Facility Grant No. 893, located at the Kevin J. Duckworth Memorial Dock for the construction of a transient tie-up dock on the Willamette River.

The Agreement entered into on August 27, 1997, amended on August 22, 2014, shall be amended pursuant to Board action on March 29, 2016.

The following provisions shall be modified, with deleted text indicated by strikethrough (~~deleted~~), and new text indicated by underline (new).

III. Term of Agreement.

The original term of the Agreement ~~was~~ is twenty (20) years commencing on August 27, 1997 ~~the date of execution by or in behalf of the Director of the Board and the Recipient, and was is being~~ extended by one year for the pilot project period in Amendment 1. This Amendment 2 will extend the term and for an additional three years for a total grant term of twenty-four years, with a new Agreement expiration on ~~to~~ August 27, 2021

VII. Other Provisions.

3. ~~The City in addition to providing for day use of the facility for recreational boat use, shall allow tie-up for a minimum 24 hours but not to exceed 72 hours (Except as noted in condition No. 6) Reserved.~~

6. ~~The original term is being suspended during the one year trial service period as identified in Item 7. Reserved~~

7.

- a. The Recipient must allow the mooring of boats for a period of up to 72 hours from Friday at noon to Monday at noon from the full weekend prior to the Memorial Day holiday weekend through the full weekend after the Labor Day weekend. This time period is considered the "peak boating season". During the rest of year, the Recipient must allow mooring of boats as day-use only with no overnight mooring. Overnight mooring may be permitted in writing by the Recipient or the Harbor Master consistent with the requirements of Portland City Code 19.16.500. ~~The restriction will expire after one full year from the date of full~~

implementation of the restriction, at which time it will be evaluated by the City and Board to determine if the restriction will be lifted or extended;

- b. The Recipient must collect and report information on the use of the Project during the one-year trial period to the Board . Reserved.
- c. The restriction will not be fully implemented until the City enacts a City Ordinance including language listed in this Amendment and the penalties for violation of the restriction; Reserved.
- d. The Recipient is responsible for patrolling and enforcing the Recipient-approved in accordance with Ordinance City Code PCC 19.16. City enters into an agreement with a law enforcement agency to provide periodic patrol and enforcement of the Ordinance.
- e. The City Recipient may close the Project to boat mooring or public access with a 30-day advanced notice to the public and Board Staff during special City-sanctioned or sponsored events including the Rose Festival, or for scheduled maintenance {or repair} activities. The Recipient will notify the public and Board Staff within one-week that the facility is reopened after the event or completion of scheduled work activity. Closures, if necessary should be kept at a minimum and no longer than necessary and consistent with the goal to minimize the impact to recreational boaters.
  - I. The Recipient will make an increased effort to plan maintenance closure activities to occur before or after the peak boating season identified in 7(a).
  - II. The Recipient agrees to minimize full closure of the Project by making an increased effort to limit closures to only portions of the Project during maintenance activities. Partial maintenance closure would be defined as no more than fifty-percent of the Project closed to the recreational boaters.
  - III. The Recipient agrees to increase a welcoming environment by pressure washing the dock a minimum of twice a year, be proactive promoting the Project is open and coordinate with other parties such as Portland Parks Bureau to include the Project on their webpage.
  - IV. The Recipient agrees that each day of closure excluding the mandatory closure for Rose Festival will add days extending the term of the agreement as follows:
    - A. January 1 to beginning of peak boating season identified in 7(a) will be a 1 to 1 day ratio.
    - B. During peak boating season will be a 2 to 1 ratio.
    - C. The end of peak boating season to December 31 will be a 1 to 1 ratio.

D. Partial maintenance closure where at least fifty-percent of the Project is open to the recreational boaters that does not exceed ten days will not have additional days added. However, if the partial maintenance closure exceeds the ten day period, days will be added at the ratio identified in Item A through C above and can include the initial ten day period.

V. Time extension amendments, if necessary will be completed annually. Within 30 days of the Recipient's notice that the Project is reopened, the Board staff will notify the Recipient of the number of additional days extending the term of the agreement. At the end of the year Board staff will compile the notices and prepare one amendment extending the term of the agreement.

- f. If the Board staff has reason to believe that the Recipient has failed to comply with the terms of the Agreement, Board staff shall notify Recipient in writing and include any available supporting documentation. Board staff will provide this notice to Recipient within one month of learning of the issue. Recipient will have the right to respond to the notice with an explanation. Once the Board staff have had an opportunity to fully investigate the situation and consider Recipient's explanation, the Board staff will work with the Recipient to correct the situation if possible, and if necessary, modify Agreement at the end of the year to extend the term of the Agreement.

8. As to Project damage and closure June 2016, the Recipient notified the Board that the Project was damaged and would be closed until repairs can be completed. The Recipient has indicated that the repairs will be completed and the Project opened to the public by May 15, 2017. The Recipient will not close the dock for foreseen maintenance activities which has historically occurred after Rose Festival. The Board will not add any days if the dock is repaired and reopened to recreational boaters by May 15, 2017 and not closed again for foreseen maintenance activities. If the dock is not reopened by May 15, 2017 days will be added per Item 7e(IV)(A through D).

9. The Board agrees upon execution of this amendment that no other attempts to extend the term of the Agreement or to assert default in the performance of the Agreement will be brought forward for activities occurring before January 1, 2017

10. Single Point of Contact for Recipient and Board.

Recipient: Richard Gray, Safety, Training and Employee Development  
Portland Bureau of Transportation  
2929 N. Kerby Ave. Portland, OR 97227  
Tel: 503-823-5250 or FAX: 503-279-2668  
Email: [Richard.Gray@portlandoregon.gov](mailto:Richard.Gray@portlandoregon.gov)

Board: Janine Belleque, Boating Facilities Manager

Oregon State Marine Board  
PO Box 14145 (435 Commercial St NE. Suite 400), Salem, OR 97309  
Tel: 503-378-2628 or FAX: 503-378-4597  
Email: [Janine.Belleque@state.or.us](mailto:Janine.Belleque@state.or.us)

11. The Board approved on March 29, 2016 that the Recipient may pursue the relocation of the Project approximately 2.75 miles downstream to Swan Island. The Board approval is conditioned upon the Recipient complying with the provisions identified in a letter from the Board to the Recipient dated February 1, 2017. The letter is included in Exhibit A.

This Amendment forms a part of the Agreement. Except as specifically modified above all other terms and conditions of the original Agreement and any previous Amendments are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

BOARD  
State of Oregon, acting by and through  
its State Marine Board

RECIPIENT  
City of Portland

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: Scott Brewen  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: Director

Title: \_\_\_\_\_

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

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

## Exhibit A



# Oregon

Kate Brown, Governor

## State Marine Board

435 Commercial St NE, Suite 400  
 PO Box 14145  
 Salem, OR 97309-5065  
 (503) 378-8597  
 Fax (503) 378-4597



February 1, 2017

Richard Gray  
 Safety, Training and Employee Development  
 Portland Bureau of Transportation  
 2929 N. Kerby Ave.  
 Portland, OR 97227

RE: Relocation of the Duckworth Dock

Dear Richard,

The Oregon State Marine Board (Board) held a special Board meeting, March 29, 2016 to discuss the City's proposal to relocate the Duckworth Dock approximately 2.75 miles downstream to Swan Island. The following conditions were intended to be incorporated directly into an amendment to Facility Grant No. 893; however it has been determined to document the conditions in a letter and attach as an appendix to the amendment of the grant.

The Board approved the City to pursue the relocation of the Duckworth provided the following conditions are met:

- a. The relocation is contingent upon the Bureaus of Transportation and Parks and Recreation reaching an agreement on the transfer of the dock and who will be responsible for the operation and maintenance of the dock if it is relocated.
- b. The City would be responsible for obtaining the necessary approvals to relocate the dock which includes but is not limited to the approval and issuance of all required permits, easements, leases, construction and onsite security presence and monitoring. The City can contract or obtain these items using a third party.
- c. The dock will remain in public ownership and be known as the "Kevin J. Duckworth Memorial Dock". The dock will be clearly identified through signage, media and other messaging, especially during transition to the new location. The City would be responsible for the coordination and notification to interested parties.
- d. The overnight restrictions identified Facility Grant Agreement No. 893 will be removed upon dock relocation. The 72-hour maximum stay limit will be modified to allow a maximum of 72-hours use within a 30-day period. The overnight stay restrictions can be modified with Board approval if the City provides sufficient documentation that the Board finds would necessitate the need.
- e. The 100-foot commercial space will remain on the outside (river side) portion of the dock and will be signed or designated with striping. Activities that occur in the designated commercial space will not impact recreational boaters using the remaining portion of the dock.

- f. The City may request Board staff to review proposed modifications to the dock such as connecting a structure to the dock to assist paddlecraft with launching or retrieving from the Project. Board staff will review the proposed modification for issues such as, but not limited to the type of product, method of attachment, impact to other recreational boaters, and non-exclusive use. Board staff will approve or deny the request in writing.
- g. The City will obtain additional parking to be dedicated for public use to access the dock.
- h. The dock will be located in an area with minimum water depth of seven feet at ordinary low water to allow for larger recreational boats to safely use the dock. Gangway or upland connection to the dock will not prohibit or restrict access to the inside (shoreward) side of the dock by motorized recreational boats.

Please contact me, if you have any questions at 503-378-2628 or email [Janine.Belleque@oregon.gov](mailto:Janine.Belleque@oregon.gov).

Sincerely,



Janine Belleque

Janine Belleque  
Boating Facilities Manager