

INTERGOVERNMENTAL AGREEMENT

Between PORT OF COLUMBIA COUNTY and CITY OF ST HELENS

This Intergovernmental Agreement (“IGA”) is entered into as of this ____ day of _____, 2024 (“Effective Date”), by and between the Port of Columbia County (“Port”) and the City of St Helens (“City”) for the purpose of allowing mutual admittance to the City owned St Helens Industrial Business Park and Port owned Railroad Corridor Industrial Park (collectively referred to as the ‘Industrial Properties’).

RECITALS:

- A. Port is an Oregon Port district authorized to conduct economic development activities pursuant to the terms of ORS Chapter 777.
- B. City is a local government governed by the St Helens City Charter and Municipal Code.
- C. Port requires a secondary entrance point for the Railroad Corridor Industrial Park.
- C. City owns an industrial site, known as the St Helens Industrial Business Park, which the Port needs passage through to access the Railroad Corridor Industrial Park via Kaster Road.
- D. Both parties wish to enter into an IGA to give mutual admittance to the Industrial Properties and are authorized to do so pursuant to ORS 190.003 to ORS 190.1110.

NOW THEREFORE, the parties agree as follows:

1. TERM

This IGA shall be effective upon the date last signed below. The IGA shall remain in effect for a period of five (5) years. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by written notice delivered as outlined in Section 7, “Notices.” Such termination notice shall become effective immediately upon receipt.

2. PURPOSE

The purpose of this agreement is to set forth the duties and obligations of each party to allow access to the Railroad Corridor Industrial Park. Nothing contained in the foregoing is intended to affect the Port or the City's responsibility as respective owners of the Industrial Properties from complying with all state and federal laws, and all rules and regulations applicable to such ownership.

2.1 Port Obligations. The Port shall:

- a. Provide a representative that will be the point of contact for all interests and speak on behalf of the Port.
- b. Purchase and provide construction materials, namely rock, to the City for grading the access roadway.

- c. Allow the City access to Railroad Corridor Industrial Park.
- d. Be responsible for all Port hired contractors and Port tenants utilizing the Industrial Properties for access and shall require and maintain agreements with these parties, including policies of insurance.

2.2 City Obligations. The City shall:

- a. Provide a representative that will be a point of contact for all interests, speaking on behalf of the City and coordinating with the Port.

2.3 Manage construction activities, including but not limited to grading the access roadway.

- b. Allow the Port access to the St Helens Industrial Park via Kaster Road, including two locked gateways.

3. MUTUAL INDEMNIFICATION

Subject to the procedures and limitations of the Oregon Tort Claims Act, but without in any way limiting the applicability or availability of the insurance provided pursuant to this Agreement, Port agrees to protect, indemnify and hold harmless City, its City Council, directors, officers, employees, volunteers, agents, and representatives, against and from any and all loss, claims, actions, or suits, including costs and attorneys' fees, at trial and upon any appeal, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of property belonging to Port, City, or others resulting from: (a) any negligence whatsoever on the part of Port or any of its Commission, directors, officers, agents, contractors, employees, volunteers, sublessees, licensees, or invitees in connection with this Agreement; or (b) any failure on the part of Port to perform or comply with any of the terms, provisions, or conditions in connection with this Agreement.

Subject to the procedures and limitations of the Oregon Tort Claims Act, but without in any way limiting the applicability or availability of the insurance provided pursuant to this Agreement, City agrees to protect, indemnify and hold harmless Port, its Commission, directors, officers, employees, volunteers, agents, and representatives, against and from any and all loss, claims, actions, or suits, including costs and attorneys' fees, at trial and upon any appeal, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of property belonging to Port, City, or others, resulting from: (a) any negligence whatsoever on the part of City or any of its City Council, directors, officers, agents, contractors, employees, volunteers, sublessees, licensees, or invitees in connection with this Agreement; or (b) any failure on the part of City to perform or comply with any of the terms, provisions, or conditions in connection with this Agreement.

4. INSURANCE

Each party shall furnish evidence of the following liability insurance coverage within thirty (30) days of specific written request by the other party and shall keep such insurance in effect during the term of this Agreement. Such insurance shall provide that it is not cancelable without giving at least thirty (30) days prior written notice. Such insurance coverage shall be in a form and with an insurance carrier reasonably satisfactory to each party, as follows:

- Comprehensive or Commercial General Liability insurance or a similar self-insurance program shall cover bodily injury, personal injury and property damage. Coverage limits shall be \$2,000,000 combined single limit for each occurrence and \$4,000,000 annual aggregate or \$2,000,000 on a per occurrence basis.
- Automobile Liability insurance or similar self-insurance program with a coverage limit of \$2,000,000 combined single limit for each accident.

5. LIMITATION OF LIABILITY

NOT WITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) REGARDING ANY PERFORMANCE OR FAILURE OF PERFORMANCE, HOWSOEVER CAUSED, UNDER THIS AGREEMENT.

6. GENERAL PROVISIONS

This IGA shall be governed and construed according to the laws of the State of Oregon. Jurisdiction is in Columbia County Circuit Court, St. Helens Oregon. Port and City are the only parties to this IGA and as such are the only parties entitled to enforce its terms. Time is of the essence in the performance of and adherence to each and every covenant and condition of this IGA. Port and City each warrant and represent to one another that this IGA constitutes a legal, valid and binding obligation of that party and that the individuals executing this IGA have full and lawful authority to execute this IGA on behalf of the entity for whom they are acting.

7. NOTICES

All notices required or desired to be given under this IGA shall be in writing and may be delivered by personal delivery, electronic mail (with accompanying email reply confirming receipt), or by deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

Port of Columbia County

P.O. Box 190
Columbia City, Oregon 97018
Bynum@portofcolumbiacounty.org

City of St Helens

265 Strand St.
St Helens, OR 97051
jwalsh@sthelensoregon.gov

or such other addresses as may be designated by either party by written notice to the other. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery; any notice delivered by mail as set forth in this IGA shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

IN WITNESS WHEREOF, Port and City have executed this IGA effective as of the Effective Date listed above.

PORT OF COLUMBIA COUNTY

CITY OF ST. HELENS

By: _____
Sean P. Clark, Executive Director

By: _____
John Walsh, City Administrator