

**PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON**

RESOLUTION NO. 2021-11

**A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS FOR THE PORT OF
BROOKINGS HARBOR ADOPTING PUBLIC DOCK HOIST RATES AND USE
AGREEMENT**

WHEREAS, the Port of Brookings Harbor is a port district, organized and operated under the provisions of ORS Chapter 777, and has the authority to adopt resolutions; and

WHEREAS, a commercial lease for the dock hoist at the steel wall will terminate on October 31, 2021; and

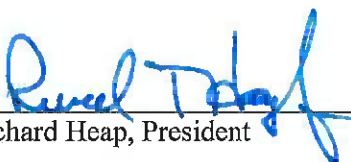
WHEREAS, on November 1, 2021, the public dock hoist new rates will take effect; and

WHEREAS, on September 21, 2021, the Port Commission unanimously approved the Public Dock Hoist Use Agreement & Release form with a \$35.00 per hour rate for unloading or loading equipment and materials and \$0.05 per pound of product.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as follows:

1. The Port of Brookings Harbor Board of Commissioners approves the use of the public dock hoist after completing a Public Dock Hoist Use Agreement & Release with the Port Office beginning on November 1, 2021.
2. The attached document "Rates FY 2021-22, Section 9, Public Dock Hoist 600-Pound Maximum Capacity" is incorporated herein by reference as Exhibit A.
3. All previous public dock hoist rates and/or resolutions are hereby repealed.

APPROVED AND ADOPTED and made effective the same day by the Board of Port Commissioners of the Port of Brookings Harbor this 20th day of October, 2021.


Richard Heap, President

ATTEST:

Joseph Speir, Vice-President

PORT OF BROOKINGS HARBOR
RATES

EXHIBIT A

JULY 1, 2021 to JUNE 30, 2022

Section 9. Public Dock Hoist, 600-Pound Maximum Capacity

Rates effective November 1, 2021. Public Dock Hoist Use Agreement & Release must be completed prior to use. Rates include dock and hoist only. No other equipment, scales or personnel are included in the rates.

A. <u>Equipment / Materials Loading or Offloading (600-Pound Maximum Capacity)</u> per hour	\$	35.00
B. <u>Fish / Crustaceans (600-Pound Maximum Capacity)</u> per pound	\$	0.05



Port of Brookings Harbor

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Board of Commissioners

Richard Heap, President
Joseph Speirs, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

Public Dock Hoist Use Agreement & Release

USER INFORMATION:

Owner/Operator/Unloader ("Licensee"): _____ Phone: (____) _____ -- _____

Mailing Address: _____

Name of Vessel & Doc/Res Number: _____

GENERAL TERMS AND CONDITIONS:

PORT ORDINANCES: This Agreement is subject to the Port of Brookings Harbor ordinances.

PORT RESPONSIBILITY: The Port of Brookings Harbor ("Port") is responsible for a functioning 600-pound maximum capacity dock hoist.

OWNER/OPERATOR/UNLOADER RESPONSIBILITY: The Owner/Operator/Unloader ("Licensee") is responsible for the use of the dock hoist.

ASSUMPTION OF RISK: Licensee acknowledges full responsibility and agrees to make no claim for any damages whatsoever, but rather assumes the sole risk for himself/herself. For all claims, demand, suits, actions and proceedings against the Port, of every kind of nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amount set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon, for the County of Curry.

ATTORNEY'S FEES: If suit or action is instituted in connection with any controversy arising out of a haul out, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

HOLD HARMLESS: The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. Licensee is fully responsible for the care and safety of the vessel, its contents and for himself/herself, his/her family, his/her employees or invitees to the Port's premises and agrees to hold the Port harmless and free from claim for any damages, injury or loss resulting from the acts or failure to act of Licensee, his/her family, his/her employees or invitees. Licensee hereby releases the Port, its officers, directors, Port Manager, employees, and agents from any and all liability of responsibility arising from Licensee's use of the dock hoist. Licensee agrees to indemnify and save harmless the Port, its officers, directors, Port Manager, employees, and agents with respect to any and all claims for damage to property or for injury to any persons that may arise as a result of the use of the dock hoist.

ENVIRONMENTAL LAWS: All applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and effect as if set forth herein in full.

RULES AND REGULATIONS: Licensee agrees to comply at all times with any and all Rules and Regulations promulgated by any Federal, State, Local government authority or this Port. Further, Licensee agrees to abide by special requests made in the interests of public or vessel safety by Port Manager or his/her designee. It is the Licensee's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's Ordinance is available from the Port Office or website.

ACCEPTANCE OF PREMISES: Licensee acknowledges he/she has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Licensee agrees to keep the premises neat, clean, free of hazardous or flammable materials and to preserve the dock space in as good condition and repair as is now or may be put hereafter by the Port. Clean-up fees will be charged for each man-hour at established rates. Equipment charges and disposal or any material are extra.

SCHEDULING: Port dock hoist will be used during normal Port business hours unless approved by the Port Manager or his/her designee.

PAYMENT: The Licensee agrees to pay in full to the Port of Brookings Harbor the time used in one-hour increments for equipment use and \$0.05 per pound for fish/crustaceans. Past due accounts will be assessed a late charge of 1.5% per month (18% per annum). In the event, suit or action is instituted to collect any amount owed on this account, Licensee agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. Failure to pay for charges or misuse of Port facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.

BINDING EFFECT: This agreement is binding upon the assignees, heirs, and successors of Licensee.

I AGREE TO THE TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT:

USER ("Licensee"): _____
Signature _____ Print Name _____ Date _____

FOR PORT USE ONLY:

DATE OF USE: _____ TIME OUT: _____ TIME IN: _____ PORT INITIALS: _____