

AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Portland, a municipal corporation of the State of Oregon (hereinafter referred to as "City") and Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as "County"),

WITNESSETH:

WHEREAS, the State legislature abolished the Municipal Court of the City of Portland (hereinafter referred to as "Municipal Court") in 1971 and transferred the powers and duties of the Municipal Court with respect to violations of city charter and ordinances to the District Court of the State of Oregon for the County of Multnomah (hereinafter referred to as "District Court"); and

WHEREAS, the consolidation of the Municipal and District Courts and the transfer from the City to the County of the responsibility for the cost and operation of all courts, prosecution, detention, and probation services to Multnomah County, took effect on January 1, 1972; and

WHEREAS, the City and County agreed to an apportionment of revenues and fees derived from the issuance of traffic citations within the City to help defray the additional costs incurred by the County as a result of the consolidation; and

WHEREAS ORS Chapter 190 provides for intergovernmental agreements and the apportionment of fees or other revenue derived from the functions or activities of the parties; and

WHEREAS, it has been the long-standing and accepted practice for the County to receive revenue from enforcement of the City parking regulations, which is paid into the District Court in the form of fines and bail forfeitures; and

WHEREAS, the City and the County entered into an agreement on August 3, 1973 which apportioned revenues and fees received from enforcement of City parking regulations in the non-metered sections of the City (Exhibit A);

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions, and covenants contained herein below, the parties hereto agree as follows:

1. The City shall maintain a parking patrol enforcement program in the metered areas of the City for the purpose of enforcing City parking regulations and other nonmoving violations as prescribed by ordinance.
2. The City shall have exclusive responsibility for the administration of the parking patrol enforcement program and shall provide the physical facilities, equipment, and supplies necessary for operating the parking patrol enforcement program.
3. On a quarterly basis, the City shall submit to the Director of the Department of Justice Services a report of all violations of City Ordinance issued by the Parking Patrol Enforcement Unit by type and location. The report shall indicate the number of violations issued in the metered and nonmetered areas of the City.
4. The City shall retain all revenue generated by parking meters within the City.
5. The County shall retain 100% of all fines, fees, and bail forfeitures collected by the District Court in metered areas of the City.
6. This agreement shall take effect as of the date it is executed but may be terminated by mutual consent upon six (6) months written notice, provided, however, that said agreement may only be terminated at the end of a fiscal year.

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7. All notices pursuant to the terms of this Agreement shall be addressed as follows:

Notices to City - Director
Office of Management Services
1220 S.W. Fifth Avenue, Room 407
Portland, Oregon 97201

Notices to County - Director
Department of Justice Services
County Courthouse, Room 809
1021 S.W. 4th Avenue
Portland, Oregon 97204

IN WITNESS WHEREOF, County, acting by and through its County Executive, and City, acting by and through its Mayor and Auditor, and pursuant to Ordinance No. _____, have caused this Agreement to be executed this _____ day of 1979.

MULTNOMAH COUNTY, OREGON

By: _____

Donald E. Clark
County Executive

Approved as to form:

JOHN B. LEAHY, County Counsel
for Multnomah County, Oregon

By: _____

John B. Leahy

CITY OF PORTLAND, OREGON

By: _____

Connie McCready
Mayor

By: _____

Auditor

Approved as to form:

Christopher P. Thomas
City Attorney

EXHIBIT AA G R E E M E N T

THIS AGREEMENT, entered into by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as the "City," and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the "County,"

WITNESSETH:

WHEREAS the City currently maintains a Parking Patrol Division consisting of twenty-one (21) persons to enforce the parking regulations in the metered zones of the City; and

WHEREAS the City is desirous of providing increased enforcement of its parking regulations by extending its parking patrol outside the present metered parking zones and into the non-metered zones of the City; and

WHEREAS the County is currently receiving revenue from enforcement of the City parking regulations, which is paid into the District Court of the State of Oregon for the County of Multnomah in the form of fines and bail forfeitures; and

WHEREAS the County has agreed to provide the City with a portion of said revenue in order to defray the cost of an extended parking enforcement program; now, therefore,

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. THINGS THE CITY SHALL DO:

- A. The City shall establish and maintain an expanded parking patrol program which shall patrol the non-metered zones of the City of Portland.
- B. The City shall have exclusive responsibility for administering the extended parking patrol program created by this agreement.
- C. All persons hired as Parking Patrol Deputies for the expanded parking patrol program envisioned by this agreement shall be City employees and will be subject to the City's civil service system.
- D. The City shall provide the physical facilities, equipment and supplies necessary for operating the extended parking patrol program.

II. THINGS THE COUNTY SHALL DO:

A. The County shall reimburse the City for its costs of performance hereunder as follows:

1. The County shall reimburse the City for the initial and continuing direct and administrative costs necessitated by the expanded parking patrol program established and maintained by the City pursuant to this agreement.
2. With regard to all mobile equipment purchased by the City pursuant to this agreement, the County shall reimburse the City for the original acquisition cost of said equipment, at the rate of twenty-five percent (25%) per year for four (4) years.
3. With regard to the physical space requirements necessary to house the additional personnel resulting from the expansion of the City parking patrol program, reimbursement shall be made to the City by the County as follows:
 - a. If the additional personnel are located in the City's central Parking Patrol Division facility, the County will share the prorated cost of any additional space requirements in the ratio to which the additional personnel necessitated by the expanded program bears to the total number of personnel.
 - b. If the increased personnel have quarters in locations outside the central Parking Patrol Division facility the County shall reimburse the City for the total cost of establishing and maintaining said additional personnel facilities.
 - c. Notwithstanding the language of this Paragraph A, if the cost of operation of the extended parking patrol for any fiscal period should be greater than the income generated (fines and bail forfeitures), the City agrees to pay the deficit.
 - d. The County agrees to reimburse the City as stated above on a quarterly basis, commencing with the end of the first complete fiscal quarter following execution of this agreement.

III. DURATION OF AGREEMENT

This agreement shall take effect as of the date it is executed and shall continue until terminated by either party, provided, however, that said agreement shall not terminate prior to June 30, 1975.

IV. TERMINATION.

After June 30, 1975, this agreement may be terminated upon six (6) months written notice by either party, provided, however, that said agreement may only be terminated at the end of a fiscal year.

IN WITNESS WHEREOF, this 3rd day of August, 1973, the County has caused this agreement to be executed in triplicate by the Chairman of its Board of County Commissioners pursuant to an order of that Board dated June 14, 1973, and the City has caused the same to be executed in triplicate by its Mayor and Auditor pursuant to Ordinance No. 136868

Approved as to form:

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

Charles S. Evans

Charles S. Evans
County Counsel for
Multnomah County, Oregon

By

W. James Gleason
Chairman

Approved as to form:

CITY OF PORTLAND, OREGON

Clifford N. Carlsen, Jr.
City Attorney for the
City of Portland, Oregon

By

W. J. Carlsen, Jr.
Mayor

By

Edith Depoux
Edith Depoux
Deputy

By

George Johnson
Auditor

ORDINANCE No. 148505

An Ordinance authorizing an intergovernmental agreement with Multnomah County to provide for the disposition of fines, fees and bail forfeitures collected by the District Court in metered areas of the city, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- (1) That on January 1, 1972 the city Municipal Court and the county District Court were consolidated which resulted in the transfer from the City to the County of the responsibility for the cost and operation of all courts, prosecution, detention, and probation services;
- (2) That an agreement has heretofore been entered into between the City and the County relating to the disposition of fines, fees and bail forfeitures derived from non-metered areas of the city, and
- (3) It is desirable that a formal intergovernmental agreement be entered into between the City and Multnomah County to provide for the disposition of the parking meter revenues generated by parking meters within metered areas of the city and the disposition of fines, fees and bail forfeitures collected by the District Court in metered areas of the city.

NOW, THEREFORE, the Council directs:

- (a) That the Mayor and Auditor are hereby authorized to enter into an intergovernmental agreement pursuant to the provisions of ORS Chapter 190 to provide that the City shall retain all revenue generated by parking meters within the city in metered areas, and that the County shall retain all fines, fees and bail forfeitures collected by the District Court in metered areas of the city. Such agreement shall be in accordance with the form of agreement attached to this ordinance.

Section 2. The Council declares:

In order that the intergovernmental agreement herein authorized may be entered into and the disposition of revenues, fees, fines and bail forfeitures collected in metered areas of the city may be fixed without unnecessary delay, therefore, an emergency exists and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

SEP 26 1979

Mayor McCready
September 18, 1979
RLHurtig/fq

Attest:


Mayor of the City of Portland


Auditor of the City of Portland

Calendar No. 3316

ORDINANCE NO. 148505

Title

An Ordinance authorizing an intergovernmental agreement with Multnomah County to provide for the disposition of fines, fees and bail forfeitures collected by the District Court in metered areas of the city, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Ivancie	1	
Jordan	1	
Lingbees	1	
Schwab		
McCreedy	1	

FOUR-FIFTHS CALENDAR

Ivancie	
Jordan	
Lingbees	
Schwab	
McCreedy	

Filed SEP 21 1979

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By George Yerkovich
Deputy

INTRODUCED BY
Mayor McCreedy

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Prepared By:

Date:

RLHurtig/Fg Sept. 18, 1979

Budget Impact Review:

☐ Completed ☐ Not required

Bureau Head:

NOTED BY

City Attorney

City Auditor

City Engineer