

EXHIBIT 'A'

149631

AGREEMENT

Expanded Enforcement and Towing Program

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 home-rule political subdivision of the State of Oregon, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the City currently maintains a Parking Patrol Division to enforce the parking regulations in the City; and

WHEREAS, the City and the County have entered into agreements which apportioned revenues and fees received from enforcement of City parking regulations in the metered and nonmetered sections 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 (hereinafter "District Court") in the form of fines and bail forfeitures; and

WHEREAS, the County is desirous of implementing more effective collection of parking citation fines specifically for those vehicles whose owners have multiple outstanding citations (hereinafter designated as vehicles on the tag warrant list or as "warrant vehicles"); 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, the County has agreed to provide the City with a portion of said revenue in order to defray the cost of an increased enforcement and towing program.

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

ARTICLE I

City Responsibilities

1. City shall hire two additional Parking Patrol Deputies (hereinafter "Deputies"), and one Clerk whose exclusive assignment shall be the discovery of and issuance of tow authorization tags for motor vehicles in the City which appear on the tag warrant list. Existing Deputies shall continue to commit a portion of their time to the issuance of tow authorization tags.

2. The two Deputies shall patrol the City to identify potential warrant vehicles, call the City parking operations to verify the existence of any outstanding warrants, and if verification is received, shall put a tow authorization tag on the vehicle windshield. The City, after confirming the outstanding warrants to the deputies, shall call a tow dispatcher to have the vehicle towed.
3. City shall furnish and supply all necessary supervision, equipment, facilities, and supplies necessary to maintain the level of service to be rendered hereunder.
4. All persons employed in the performance of such services and functions pursuant to this Agreement shall be City employees. The rendition of the services herein, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services, the control of personnel so employed shall remain with the City.
5. On a quarterly basis, City shall submit to County a report of all vehicles towed by the Parking Enforcement Tow Unit by license number and location.
6. On a quarterly basis, City shall bill County for costs associated in hiring two additional Deputies and one Clerk pursuant to this Agreement

## ARTICLE II

### County Responsibilities

1. County shall reimburse City for the initial and continuing direct costs necessitated by the expanded enforcement and towing program established and maintained by City pursuant to this Agreement.
2. Notwithstanding the language of paragraph 1 of this Article, if the cost of operating the expanded enforcement and towing agreement for any fiscal period should be greater than the net income generated, the City agrees to pay the deficit. The City may reduce the level of expanded enforcement to ensure that total operating cost does not exceed net revenue.
3. County shall reimburse the City (Police Records Division) for all towing dispatch fees that did not result in the towing of a vehicle.
4. County shall reimburse the private towing companies or the vehicle owners for any refunded towing and impound charges resulting from Court dismissal or other action.



5. County shall not be liable for any additional physical space requirements necessary to house the additional personnel resulting from the expansion of City parking patrol program or for any other indirect costs.
6. County shall be responsible for the release of all vehicles towed by City pursuant to this Agreement and shall retain one hundred percent (100%) of all fines, fees, and bail forfeitures collected by the District Court.
7. County agrees to reimburse City on a quarterly basis, commencing with the end of the first complete fiscal quarter following execution of this Agreement.

### ARTICLE III

#### General Provisions

##### 1. TORT LIABILITY

Both parties are subject to the Oregon State Tort Claims Act ORS 30.265 et. seq. Liability for injury or damage to property of third persons shall be imposed according to that law.

##### 2. ANNUAL OPERATING BUDGET

On an annual basis, City and County shall negotiate and agree upon an operating budget for the expended enforcement and towing program. The provisions and covenants contained in the operating budget shall become Exhibit "A" to this Agreement. Exhibit "A" is hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

##### 3. TERM

This agreement shall take effect on July 1, 1980, and shall continue indefinitely unless terminated in accordance with Paragraph 4 of this Article.

##### 4. TERMINATION

- A. This Agreement may be terminated by mutual written consent of the parties or upon six-months written notice by one party.
- B. Any payment due shall be prorated to and include the day of termination.
- C. Termination under any provision of this paragraph shall not effect any rights, obligations or liability of City or County which accrued prior to such termination.

5. MODIFICATION

This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be reduced to writing and signed by the parties.

6. NOTICES

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

Notices to City:

- City Traffic Engineer  
Bureau of Traffic Engineering  
317 S.W. Alder Room 301  
Portland, OR 97204

Notices to County:

- Director  
Department of Justice Services  
County Courthouse, Room 809  
1021 S.W. 4th Avenue  
Portland, OR 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 excuted this day of 1980.

MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_  
Donald E. Clark  
County Executive

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
John B. Leahy

CITY OF PORTLAND, OREGON

By: \_\_\_\_\_  
Connie McCready  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher P. Thomas  
City Attorney

City of Portland  
Bureau of Management & Budget

Exhibit 'A' to Mult. Co./City of Port. Agreement  
Expanded Enforcement and Towing Program  
FY 80/81 OPERATING BUDGET

149631

Code	Object Title	Parking Patrol Div. Expenses	Bureau of Electronic Services	TOTAL		
110	Full-Time Employees	40,091		40,091		
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime	220		220		
150	Premium Pay	913		913		
170	Benefits	10,545		10,545		
190	Less-Labor Turnover					
100	<b>Total Personal Services</b>	<b>51,769*</b>		<b>51,769</b>		
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance	50		50		
260	Miscellaneous Services					
310	Office Supplies	150		150		
320	Operating Supplies	150		150		
330	Repair & Maint. Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms	2,090		2,090		
380	Other Commodities-External					
410	Education					
420	Local Travel					
430	Out-of-Town Travel					
440	Space Rental					
450	Interest					
460	Refunds					
470	Retirement System Payments					
490	Miscellaneous					
510	Fleet Services	7,438		7,438		
520	Printing Services	25		25		
530	Distribution Services					
540	Electronic Services	882	2,400	3,282		
550	Data Processing Services					
560	Insurance					
570	Telephone Services	320		320		
580	Intra-Fund Services					
590	Other Services-Internal					
200- 500	<b>Total Materials &amp; Services</b>	<b>11,105</b>	<b>2,400</b>	<b>13,505</b>		
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment	725		725		
600	<b>Total Capital Outlay</b>	<b>725</b>		<b>725</b>		
700	Other	Ø		Ø		
	<b>TOTAL</b>	<b>63,599</b>	<b>2,400</b>	<b>65,999</b>		

\* subject to increases resulting from



ORDINANCE No. 149631

An Ordinance authorizing the Mayor and Auditor to execute an agreement with Multnomah County relating to reimbursement to the City of costs resulting from an extended parking citation enforcement and towing program, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City Traffic Engineer has recommended an extended parking citation enforcement and towing program in the Parking Patrol Division of the Bureau of Traffic Engineering.
2. Multnomah County is willing to enter into an agreement to reimburse the City for all costs resulting from the implementation of this program.
3. It is in the best interests of the City to authorize the Mayor and Auditor to execute said agreement as program implementation will encourage observation of the parking regulations within the City of Portland.
4. Identified appropriations have been included in the Bureau of Traffic Engineering FY 80/81 budget to support this program.

NOW, THEREFORE, the Council directs:

- a. That the Mayor and Auditor are hereby authorized to execute an agreement with Multnomah County relating to the reimbursement to the City of costs resulting from an extended parking citation enforcement and towing program, said agreement to conform substantially to the form of agreement attached to this ordinance (marked Exhibit 'A').

Section 2. The Council declares that an emergency exists so that the necessary preparations can be finalized prior to an anticipated implementation date of July 1, 1980; therefore this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, MAY 21 1980

Mayor Connie McCreedy  
Charles J. Masco/as  
April 28, 1980

*Richard Schwab*  
RESIDENT OF THE COUNCIL AND ACTING  
Mayor of the City of Portland

Attest:

*George Yehonik*  
Auditor of the City of Portland

1699  
Calendar No. ~~1615~~

**ORDINANCE NO. 119631**

Title

An Ordinance authorizing the Mayor and Auditor to execute an agreement with Multnomah County relating to reimbursement to the City of costs resulting from an extended parking citation enforcement and towing program, and declaring an emergency.

MAY 14 1980  
CONTINUED TO MAY 15 1980  
MAY 15 1980  
CONTINUED TO MAY 21 1980

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

  

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

Filed MAY 9 1980

**GEORGE YERKOVICH**

Auditor of the CITY OF PORTLAND

*Jordan L. Gaskell*  
Deputy

INTRODUCED BY  
*Mayor McCready*

NOTED BY THE COMMISSIONER

Affairs  
Finance and Administration  
*[Signature]*

Safety  
Utilities  
Works

BUREAU APPROVAL

Bureau: Traffic Engineering  
Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Charles J. Masco 04/28/80

Budget Impact Review:  
 Completed  Not required

Bureau Head: *[Signature]*

NOTED BY

City Attorney

City Auditor

City Engineer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_