

EXHIBIT AAGREEMENT

THIS AGREEMENT, made and entered into by and between MULTNOMAH COUNTY, OREGON, a home-rule subdivision of the State of Oregon, hereinafter called County, and the CITY OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter called City, and THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter called Port,

W I T N E S S E T H:

WHEREAS, there is a need for marine enforcement in the Willamette River; and

WHEREAS, the County's Division of Public Safety, hereinafter called Sheriff, has an existing contract with the Oregon State Marine Board, hereinafter called State Marine Board, to provide boating law enforcement services on that portion of the Willamette River within the County; and

WHEREAS, Oregon Revised Statutes, Chapter 190, provides for inter-governmental agreements;

NOW, THEREFORE, the parties hereto agree as follows:

GENERAL PROVISIONS

1. The County agrees, through the Sheriff, to provide enforcement of the boating laws of Oregon to the extent and in the manner hereinafter set forth. The services provided shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County under Oregon boating laws and the statutes of the State. Such services

provided shall include investigation of complaints of boating law violations; investigation of boating accidents; enforcement of the boating laws applicable to the waters within the County; such services in the field of boating safety; and related fields within the legal power of the Sheriff to so provide.

2. For the purpose of performing law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, and communications facilities necessary to maintain the level of services to be rendered hereunder.

3. The City shall furnish and equip one (1) boat suitable for the performance of the marine law enforcement services set forth in this Agreement. During the term of this Agreement, ownership of said boat shall remain with the City, but the County shall have the exclusive right to utilize, equip, and control said boat. The City agrees to provide suitable facilities for mooring the river patrol boat at no cost. Funds necessary for purchase of the boat contemplated in this Agreement are to be provided by the State Marine Board. Any funds provided by the State Marine Board or any other entity or agency not a party to this Agreement shall not be counted in determining the pro rata cost of operating the law enforcement patrols.

4. The County shall make available for the performance of the duties hereunder properly supervised officers, for the minimum of eighty (80) hours per week during the contract period, said hours to be in addition

thereto to those duties customarily performed by the Sheriff under the obligations and provisions of the state statute which he now enforces. All law enforcement officers employed in the enforcement of boating laws pursuant to this Agreement must have completed a Boating Law Enforcement Training Course approved by the State Marine Board and certified by the Board on Police Standards and Training.

5. All personnel assigned to the duty of boating law enforcement shall be mentally and physically capable of performing the duties to which they are assigned. They shall have a good knowledge of boating laws, and the power, duties, and limitation of authority of peace officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining to such operations. A law enforcement officer shall be in charge and in control of an individual marine patrol.

6. All persons engaged in the boating law enforcement program shall, through their representatives, answer questions, make reports, and show records as requested by the parties to this Agreement.

7. The County agrees to perform the following services in those areas of the Willamette River within the County:

A. Investigate complaints of boating law violations within its jurisdiction.

B. Investigate boating accidents.

C. Enforce the provisions of the boating laws which are applicable to the waters within the Willamette River.

D. Keep records pertaining to violations, accidents, and authorized expenditures.

E. Advise boat owners and operators on the safe method of operating boats.

F. Assist in the distribution of relevant public information.

8. The County agrees to conduct a seven (7) day a week, ten (10) hour per day boating law enforcement and safety patrol program in the Willamette River from April 11, 1980, through and including October 7, 1980.

9. All persons employed in the performance of such services and functions pursuant to this Agreement shall be County employees.

10. The County agrees to hold harmless the City and the Port, its officers, agents and employees, from and against any claim, demand or liability, including attorneys' fees, arising out of any act of the County, its officers, agents or employees, in connection with the performance of duties required by this Agreement.

11. The Port shall contribute sums not to exceed Twenty-Three Thousand One Hundred and No/100 Dollars (\$23,100.00) toward costs incurred in the initial term and thereafter Port participation shall terminate. The

remainder of the actual cost necessary to operate the boating law enforcement program shall be divided equally between the City and the County.

For purposes of this Agreement, costs mean any and all costs related to the operation of the extended boating law enforcement program including, but not limited to, expense incurred as a result of the purchase, maintenance, equipment, and insurance for a suitable river patrol boat, the cost of fuel and outfitting of the river patrol boat, and the salary and fringe benefits for those County deputy sheriffs assigned to the patrol.

12. The County agrees to provide sufficient staff to conduct patrols from April 11, 1980, through and including October 7, 1980. The cost of operating the patrols in the Willamette River shall be incorporated into this Agreement as Exhibit "A" (Cost to Operate River Patrol in Willamette River).

13. The County will bill the City and the Port for their pro rata share of the cost set forth in Exhibit "A." The first (1st) payment will be due on July 1, 1980, and the second (2nd) payment will be due on October 15, 1980.

14. The term of this Agreement shall be from April 11, 1980, through and including October 7, 1980. In the event that the State Marine Board does not execute a contract with the City for the purchase and equipping of one (1) boat for the performance of marine law enforcement services in the Willamette River, this Agreement shall be automatically terminated.

15. In the event that the City does not renew this Agreement, ownership of the river patrol boat acquired through the use of State Marine Board funds shall vest in the County. The County shall then be obligated, subject to budgetary, financial, and personnel constraints, to provide a boating patrol program on the Willamette River.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the ____ day of _____, 1979.

MULTNOMAH COUNTY, OREGON

THE PORT OF PORTLAND

By _____
County Executive

By _____
President

APPROVED AS TO FORM

By _____
Assistant Secretary

Counsel for
Multnomah County, Oregon

APPROVED AS TO FORM
Billy G. Crofoot

Counsel for
The Port of Portland

By _____
Chief Deputy Counsel

CITY OF PORTLAND

By _____
Mayor

By _____
Auditor

APPROVED AS TO FORM

City Attorney

12/19/79
L9L:L/ES

EXHIBIT "A"Cost to Operate River Patrol in Willamette River

Date: April 11, 1980, through and including October 7, 1980.

Costs:

Personnel Cost:	\$57,100
Fuel and Maintenance:	<u>9,000</u>
Total Cost:	\$66,100

11/26/79

L9L:L/ES

ORDINANCE NO. 149007-1

An Ordinance authorizing an agreement between the City and Multnomah County and the Port of Portland to provide for law enforcement services on certain sections of the Willamette River, providing for an allocation of duties and costs, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- (1) Multnomah County's Division of Public Service (Sheriff) has an existing contract with the Oregon State Marine Board to provide boating law enforcement services on a portion of the Willamette River, and the City through recent legislation was appropriated certain funds by the Legislature through the State Marine Board for the purchase of a patrol boat.
- (2) That it is in the interest of both the County and the City that an intergovernmental agreement be entered into between the City and the County and the Port of Portland to provide law enforcement services on the Willamette River within a portion of the jurisdictional limits of the City of Portland.
- (3) That it has been tentatively agreed that the County would provide the necessary personnel to conduct the enforcement program 7 days a week, for a minimum of 10 hours per day from April 11, 1980, through and including October 7, 1980, and that the City furnish the patrol boat to be purchased from State Marine Board funds for use by the County in such patrolling activity.
- (4) That the Port of Portland has agreed to contribute the sum of \$23,100 toward the costs incurred in the initial term of this agreement but thereafter the Port's participation in funding would cease.
- (5) That the County and City would share equally (excluding the Port's original contribution) in the cost of the operation of such patrol activities.
- (6) That an intergovernmental agreement should be authorized between the City and the Port of Portland and Multnomah County to provide for the river patrol enforcement program as described.

NOW, THEREFORE, the Council directs:

- (a) That the Mayor and Auditor are hereby authorized to enter into an intergovernmental agreement between the City and Multnomah County and the Port of Portland to provide equipment and costs for a law enforcement program on the Willamette River for the period from April 11, 1980 through October 7, 1980, and to provide for an allocation of the costs of such programs.
- (b) Such agreement shall be substantially in accordance with the form of agreement attached to this ordinance.

ORDINANCE No.

149007

Section 2. The Council declares:

In order that the intergovernmental agreement herein authorized may be entered into and preparations made for the law enforcement program without undue delay, therefore, an emergency exists and this ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE NO. 149007
JAN 9 1980

Passed by the Council, JAN 9 1980

Mayor McCreehy
January 3, 1980
RLHurtig/fg

Cornie McCreehy
Mayor of the City of Portland

Attest:

George F. Johnson
Auditor of the City of Portland

Calendar No. 86

ORDINANCE No. 149007

Title

An Ordinance authorizing an agreement between the City and Multnomah County and the Port of Portland to provide for law enforcement services on certain sections of the Willamette River, providing for an allocation of duties and costs, and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>[Signature]</i>
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau:	
Prepared By: RLHurtig/fg	Date: 1/3/80
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head:	

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>

Filed JAN 4 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *[Signature]*
Deputy