

Calendar No. **1434**

ORDINANCE No. 154634

Title

An Ordinance authorizing an agreement with the District Court for Multnomah County, State of Oregon, to provide for the disposition of fines, fees and bail forfeitures collected by the District Court for violations of the City of Portland's parking regulations, for the transfer of certain costs from the State to the City, and declaring an emergency.

MAY 26 1983

Filed

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By

Gordon Crall
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
Commissioner Lindberg
NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>m2/m3</i>

BUREAU APPROVAL
Bureau: Traffic Engineering
Prepared By: Charlie Masco Date: May 26, 1983
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Donald E. Bergstrom <i>RE</i>

CALENDAR
Consent Regular <i>X</i>

NOTED BY
City Attorney
City Auditor
City Engineer

154634

ORDINANCE No.

8. It is desirable that a formal agreement be entered into between the City and the State to provide for the disposition of the fines, fees and bail forfeitures collected by the District Court for violation of the City's parking regulations, and the transfer of certain costs from the State to the City, as described in 6 and 7 above.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to enter into an agreement to provide that the City shall receive one-half of the fines, fees and bail forfeitures collected by the District Court for violations of the City's parking regulations and that the City shall assume certain costs of maintaining its parking patrol and tag warrants program. Such agreement shall conform substantially to the form of the agreement attached to this ordinance as Exhibit A.

Section 2. The Council declares that an emergency exists because the State has been operating the Parking Tag Section of the District Court and the City its parking and tag warrant enforcement programs without an agreement since January 1, 1983; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Calendar No. 1434

ORDINANCE No. 124631

MAY 5 8 1983

GEORGE JERBOACH

George Jerboach

Passed by the Council, JUN 1 1983

COMMISSIONER LINDBERG
CMasco:mc
May 26, 1983

JEWEL LANSING

Auditor of the City of Portland

By *Edna Carver*
Deputy

ORDINANCE NO. 154634

An Ordinance authorizing an agreement with the District Court for Multnomah County, State of Oregon, to provide for the disposition of fines, fees and bail forfeitures collected by the District Court for violations of the City of Portland's parking regulations, for the transfer of certain costs from the State to the City, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City has adopted regulations which prohibit curb parking in certain areas and in excess of specified time limits, and which permit the City to tow vehicles which are parked in violation of these conditions under certain conditions.
2. Pursuant to agreements with Multnomah County (County), the County received revenues from the enforcement of City parking regulations which were paid into the Parking Tag Section of the Multnomah County District Court in the form of fines and bail forfeitures.
3. Pursuant to agreements between the City and County, the County partially reimbursed the City for the cost of the parking enforcement and towing efforts in exchange for receiving 100% of the fines and forfeitures collected by the Parking Tags Section of the Multnomah County District Court.
4. On January 1, 1983, the State of Oregon, by and through the Chief Justice of the Supreme Court and the State Court Administrator, assumed responsibility for administering the Multnomah County District Court. The City's agreements with the County terminated on that date.
5. The City and State wish to continue the present administration of the bail, fines and forfeitures for parking citations and the issuance of tag warrants for defaulting violators on and after January 1, 1983, with minor modifications.
6. ORS 221.315(2) requires the District Court to pay to the City one-half of the fines, fees and bail forfeitures collected by the District Court for parking violations issued by agencies of the City of Portland. The City wishes to receive its statutory share of these revenues on and after January 1, 1983.
7. In consideration for receiving one-half of these revenues, the City agrees to assume the costs of maintaining its parking patrol and towing program which were formerly assumed by Multnomah County prior to January 1, 1983.

Memorandum of Agreement
 City of Portland/District Court for Multnomah County
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Notices to City:

City Traffic Engineer
 Bureau of Traffic Engineer
 The Portland Building, 902
 Portland, Oregon 97204

Notices to State:

State Court Administrator
 Supreme Court Building
 Salem, Oregon 97310

Presiding Judge of the District Court
 Trial Court Administrator of District
 Court

IN WITNESS WHEREOF, the City, by and through its Mayor and Auditor,
 and pursuant to Ordinance No. _____, and the State, by and through its
 Presiding Judge, District Court for Multnomah County, have caused this
 agreement to be executed this _____ day of _____, 198__.

Approved as to form:

STATE OF OREGON

 Attorney General

State of Oregon

By

 Presiding Judge, District Court for
 Multnomah County

Approved as to form:

CITY OF PORTLAND

 Deputy City Attorney for the
 City of Portland

By

 Mayor

 Auditor

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IV. TORT LIABILITY

Both parties are subject to the Oregon Tort Claims Act, ORS 30.365 et seq. Liability for injury or damage shall be imposed according to that law.

V. ANNUAL OPERATING BUDGET

Since the UNIVAC/Pertec XL-40 equipment described in Section III.6.b is maintained by Multnomah County's Data Processing Authority, that agency and the City shall negotiate directly and agree upon an operating budget and billing procedure for that equipment.

On an annual basis, the City and State shall negotiate and agree upon an operating budget for the Motor Vehicles Computer related equipment and telephone lines described in III.A.6(a).

VI. TERM

This agreement shall take effect on January 1, 1983, and shall continue indefinitely unless terminated in accordance with Section VII of this Agreement.

VII. TERMINATION

- A. This agreement may be terminated only upon six (6) months written notice by either party.
- B. Any payments due under this agreement shall be prorated to and include day of termination.
- C. Termination under any provision of this paragraph shall not affect any rights, obligations or liability of the City or the State which accrued prior to such termination.

VIII. MODIFICATION

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

IX. NOTICES

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

Memorandum of Agreement
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8. Shall enforce all unpaid parking citations through its tag warrant program.
 9. Assume the cost of printing citations commencing in July of 1983 and thereafter. The City further agrees to submit for approval the proofs and specifications as to size, form, content, style and number being ordered of each new parking citation order to the court prior to placement of that order.
 10. Recommend to the State, through the Multnomah County District Court, fine and bail schedules for parking violations within the City.
- B. The State, by and through the Multnomah County District Court, shall:
1. Have exclusive responsibility for administering the court's parking tag section, and continue to function in the same manner and provide the same or equivalent services presently provided except for those modifications numerated within the terms of this memorandum of understanding.
 2. Continue to maintain its existing data processing services. It is understood between the parties to this agreement that the Court has an established data processing system operational in the parking tag section, which provides numerous services to the City. However, should the City seek and successfully obtain substantial changes through the State legislature or through City ordinance or through mutual agreement with the Court which would require a significant change in the Court's present data processing and/or operating systems, the City agrees to negotiate with the Court its share of the costs required for systems design, development, implementation, and material/equipment purchases.
 3. Be responsible for issuing the release order of all vehicles towed by the City pursuant to its warrant towing program.
 4. Be responsible for reimbursing the towing companies for any tow charges incurred under the tag warrant program which are clearly attributable to District Court clerk error.
 5. Remit to the City on a monthly basis, no later than 28 days after the end of the prior month, commencing February, 1983, fifty percent (50%) of all fines, fees, and bail forfeitures for parking violations issued by the agencies of the City of Portland collected by the parking tag section of the Multnomah County District Court and shall retain the remaining fifty percent (50%).

- H. In consideration for receiving one-half of these revenues, the City agrees to assume the costs of maintaining its parking patrol and towing program which were formerly partially assumed by Multnomah County as described in Section III of this Agreement.

III DUTIES AND RESPONSIBILITIES

A. The City shall

1. Maintain a parking patrol program under which authorized City personnel shall patrol curb parking within the City and shall issue citations at an adequate and effective level in support of State law and City parking ordinances.
2. As part of the parking patrol program, provide for the discovery of and issuance of towing authorization tags, in lieu of any other tag warrant enforcement programs which may develop, for motor vehicles in the City which appear on the tag warrant list issued by the State, by and through the Parking Tag Section of the Multnomah District Court.
3. Have exclusive responsibility for administering the parking patrol and tag warrant enforcement program described in paragraphs "1" and "2" above.
4. Provide personnel for the parking patrol and tag warrant enforcement programs described in paragraphs "1" and "2" above that are City employees, subject to the City's civil service system.
5. Provide the physical facilities, equipment and supplies necessary for operating the parking patrol program and provide the same for operating the tag warrant program.
6. Be responsible for reimbursing towing charges for any tows, other than tag warrant tows, clearly authorized in error by City of Portland agencies.
7. Be responsible for the telephone and data processing equipment currently installed and located at its Parking Patrol facilities at The Portland Building, Room 1017, 1120 S. W. 5th Avenue, Portland, Oregon, 97204, which is reasonably necessary for the operation of its parking patrol and tag warrant programs. This equipment and the City's responsibilities are more fully described as:
 - a) An IBM 3767 computer terminal connected to the Motor Vehicles computer. Identification No. 13881.
 - b) A UNIVAC/Pertec XL-40 Modem Adapter, Identification No. 4154-2.
A UNIVAC/Pertec XL-40 Remote Control Unit, Identification No. 4153-2.
A UNIVAC/Pertec XL-40, 2000 character CRT, Identification No. 4143-4.

MEMORANDUM OF AGREEMENT

- I. Parties to this agreement are: the City of Portland, a Municipal Corporation of the State of Oregon, and the District Court for Multnomah County, State of Oregon.

II. RECITALS:

- A. The City has adopted regulations which prohibit curb parking in certain areas and in excess of specified time limits, and which permit the City to tow vehicles which are parked in violation of these regulations under certain conditions.
- B. The City currently enforces these parking and towing regulations through its Bureau of Police, Parking Patrol Division of the Bureau of Traffic Engineering and Neighborhood Quality Division of the Bureau of Buildings.
- C. Pursuant to agreements between the City and Multnomah County (County), the County currently receives revenues from the enforcement of the City parking regulations which is paid into the Parking Tag Section of the Multnomah County District Court in the form of fines and bail forfeitures.
- D. Pursuant to agreements between the City and the County, the County partially reimburses the City for the cost of its parking enforcement and towing efforts in exchange for receiving 100% of the fines and forfeitures collected by the Parking Tags Section of the Multnomah County District Court.
- E. Under Oregon Laws 1981 Special Session, Chapter 3, the State of Oregon, by and through the Chief Justice of the Supreme Court and the State Court Administrator, will assume responsibility for the administration of the Multnomah County District Court on January 1, 1983, and the City's agreements with the County will terminate on that date.
- F. The State and the City desire to continue the present administration of the bail, fines and forfeitures for parking citations and the issuance of tow warrants for defaulting violators on and after January 1, 1983, with minor modifications.
- G. ORS 221.315(2) provides the District Court pay to the City one-half of the fines, fees and bail forfeitures collected by District Court for parking violations issued by agencies of the City of Portland unless otherwise contracted between the City and the Court. The City desires to receive the statutory share of these revenues as provided by law on and after January 1, 1983.