

## INTERGOVERNMENTAL AGREEMENT

THIS Intergovernmental Agreement (hereinafter referred to as the "IGA" is made and entered into by and between the Multnomah County Sheriff's Office River Patrol Unit (hereinafter referred to as "MCSORPU") and the CITY OF PORTLAND (hereinafter referred to as the "City"), acting by and through its Bureau of Parks and Recreation, (hereinafter, "PP&R"), collectively referred to herein as "Parties".

### RECITALS

1. The Multnomah County Sheriff's Office River Patrol Unit routinely partners with other organizations to provide law enforcement services and safe commercial and recreational access and passage to the waterways, rivers, lakes, shorelines and islands in Multnomah County. The unit members provide security protection to moorages, marinas and houseboat communities, and actively enforce boating statutes and ordinances.
2. The City of Portland wishes to maintain consistent law enforcement of trespass laws, the Portland City Code, Park rules, any relevant local, state or federal statutes and/or regulations along the entire range of property over which the City exercises jurisdiction, and access and security on and around its Municipal Boat Landings is of particular concern.
3. The City of Portland agrees that Multnomah County Sheriff's Office River Patrol Unit may enforce trespass laws, the Portland City Code, Park rules, any relevant local, state or federal statutes and/or regulations on certain property that the City owns.
4. The City of Portland's Bureau of Parks and Recreation has historically maintained, operated and provided security for the Riverplace Marina Municipal Boat Landings.
5. This IGA is for the purpose of increasing current enforcement of trespass laws, the Portland City Code, Park rules, any relevant local, state or federal statutes and/or regulations at the City's Municipal Boat Landings, and specifically, at the Riverplace Marina Municipal Boat Landings.
6. The City of Portland and MCSORPU desire to authorize the MCSORPU to act as the City's agent for the purpose of enforcing trespass laws, the Portland City Code, Park rules, any relevant local, state or federal statutes and/or regulations concerning problem boats and vessels and abandoned and derelict boats and vessels, at the Riverplace Marina Municipal Boat Landings.
7. The purpose of this IGA is to define the responsibilities of each party with respect to the designation of the MCSORPU as a Person In Charge for trespass law enforcement purposes, and for the purpose of enforcing the Portland City Code, Park rules and any relevant local, state or federal statutes and/or regulations including, though not limited to, issues and problems concerning abandoned and derelict vessels on waterways and at the Riverplace Marina Municipal Boat Landings.

8. The goal of the Agreement is to maintain a safe environment for the public at the City's Municipal Boat Landings.

9. The Parties agree to cooperate and to work with other public safety providers, to provide due deference to their respective policies and to act in compliance with all applicable City, County, State and Federal laws and regulations.

NOW THEREFORE, the Parties agree as follows:

### AGREEMENT

1. The City of Portland hereby authorizes Multnomah County Sheriff's Office River Patrol Unit to act as its agent for the purpose of enforcing laws and the Portland City Code on City-owned property, waterways and Municipal Boat Landings in Multnomah County, and specifically, for the purpose of this Agreement, at the Riverplace Marina Municipal Boat Landings.

2. Parks specifically consents to enforcement of trespass laws, Parks rules, the Portland City Code and any laws and regulations concerning problem vessels, including abandoned and derelict vessels by MCSORPU on properties owned or managed by Parks, and Parks specifically requests and authorizes MCSORPU enforcement on the Riverplace Marina Municipal Boat Landings that are owned by the City of Portland adjacent to Tax Lots R326757, R326756, R326751 and R246180.

3. Members of the MCSORPU are hereby designated "Persons In Charge", as defined in ORS 164.205, of the properties specified in Paragraph 3, for the purpose of enforcing trespass laws, Parks rules, the Portland City Code and laws concerning problem vessels, including abandoned and derelict vessels, or any applicable rule of conduct thereon. Members of the MCSORPU are authorized to direct any person in violation of any such law to leave the property and to arrest for Criminal Trespass II any person who enters or remains on such property unlawfully, or who remains on the property after lawfully having been directed to leave. Members of the MCSORPU are designated as "Park Officers", for the purpose of issuing exclusions under PCC 20.12.265 and for any purpose allowed by relevant statute, including but not limited to PCC 19.16.060(J) and PCC 19.16.060(K). MCSORPU members are also authorized to enforce any local, state or federal laws and regulations related to Oregon House Bill #2233, which concerns laws governing the seizure of abandoned and derelict vessels.

4. The person listed below, or someone else who shall be appointed at a later date, will respond to any and all subpoenas and subsequent Court appearances as required to prosecute any individuals arrested or excluded by the Multnomah County Sheriff's Office River Patrol Unit. The appointee specified below, can be reached by phone or by email by means of the following contact information:

Name: Galina Burley, Parks Security Manager  
 Phone: 503.823.5459  
 Cell Phone: 503.849.6441

Email: Galina.Burley@portlandoregon.gov

Contact information for any other person designated to fulfill the above-noted duties and role will be provided in the event that a different person is appointed.

5. This Agreement and the terms that provide for the payment for services rendered specifically covers only activities that occur in, near or pertaining to the City of Portland Riverplace Marina Municipal Boat Landings.

### **MCSORPU'S OBLIGATIONS**

1. MCSORPU will serve as a Person In Charge at the Riverplace Marina Municipal Boat Landings and will also enforce all applicable rules and assume any other duties necessitated by responsibility and the enforcement of ORS 830.908 to 830.948, and those duties include, but are not limited to: the documentation of boat conditions; pre-seizure and post seizure notices; publications and towing; storage and disposal; and, if necessary the removal of abandoned and derelict vessels.
2. MCSORPU will assist the City's PP& R Rangers (hereinafter "Rangers") with relevant law enforcement tactics including coordinated missions at the Riverplace Marina Municipal Boat Landings and any follow-up on enforcement of park exclusions.
3. MCSORPU will work with the City's Rangers to provide overall security protection at the Riverplace Marina Municipal Boat Landings including responding to life-threatening calls for service, such as environmental hazards and boat collisions.
4. MCSORPU will work with the City's Rangers to provide active enforcement of boating statutes, ordinances and park rules related to moorages at the Riverplace Marina Municipal Boat Landings.
5. Multnomah County (hereinafter "the County") will be the employer of the MCSORPU members and will be responsible for recruiting, training and assigning staff and payroll, benefits and discipline.
6. MCSORPU will be the primary point of contact for complaints and reports of any conduct that requires a law enforcement presence at the Riverplace Marina Municipal Boat Landings. The Parties agree that they will renegotiate the assignment of this responsibility for the second and succeeding years of the Agreement if the MCSORPU makes a written request for such renegotiation prior to the end of the first year of the term of this Agreement.
7. The following issues regarding MCSORPU's coverage at the City's Riverplace Marina Municipal Boat Landings will be negotiated and may be mutually agreed upon by the parties within the first year of the Agreement's execution:
  - (a) A mutually agreed upon schedule of coverage for the Municipal Boat Landings per season by MCSORPU members.

- (b) MCSORPU officers' enforcement of existing Park rules relating to boats or vessels. The County will be notified in writing of any subsequent revision to City Code or Park Rules relating to boats or vessels and any changes in the scope of enforcement activities will be mutually agreed to by the parties prior to MCSORPU assuming enforcement responsibility for any new or revised rules.
- (c) Use of part time, seasonal, interns, or volunteer (reserve) officers, or other ways to expand coverage without an increase in costs.
- (d) Scheduling that will take into consideration busy or slow periods of boat landing use, and other factors.
- (e) MCSORPU transit time from Office to Boat Landing locations, breaks, time for report writing, court pay.

8 MCSORPU will also provide the following:

- a) Facilities, vehicles, equipment, supplies and information reasonably necessary to safely and effectively accomplish Municipal Boat Landing rules enforcement duties under this agreement;
- b) Participation and support in development and delivery of joint public education messages and related materials;

#### **CITY'S OBLIGATIONS**

1. The City will pay an overtime rate of \$80 per hour to MCSORPU for services provided to the City related to the enforcement of park and Municipal Boat Landings rules and enforcement of ORS 830.908 to 830.948.

2. The payments by the City to MCSORPU under this annual IGA will not exceed \$98,000, including \$50,000 for costs associated with towing and storage costs of abandoned and derelict vessels and \$48,000 for 600 hours of service, although the exact allocation of the above-noted expenditures may vary depending on specific circumstances and the agreement of the Parties.

3. MCSORPU will be paid by the City 15 days after invoice is received from MCSORPU and approved by the City. Payments will be sent to:

Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR. 97214

or at any other such address as MCSORPU may notify the City of in writing from time to time. MCSORPU shall provide the City all requested documents in a timely manner to facilitate payment.

4. The City also will provide the following:

- a) Reasonable access to park and Municipal Boat Landing facilities including keys to gates, restrooms, park maps and access to park communication links;

- b) Assistance in identifying needs, coordinating field operations and providing information about current park rules;
- c) Installation of signs in parks relating to boats, vessels and Municipal Boat Landings;
- d) Participation and support in development and delivery of joint public education messages and related materials;
- e) Access to Parks' network and wireless communications links as mutually agreed upon by parties;
- f) Park Ranger support as mutually agreed upon by the Parties.

### GENERAL PROVISIONS

1. Duration of Agreement: This Agreement shall be in full force and effect upon the signatures of both Parties to this Agreement. The term of this Agreement shall commence on December 15, 2014 and terminate on June 30, 2015. Each party can exercise a one-time option to renew the Agreement for 5 years, upon written notice to the other party.
2. Amendment of Agreement: The parties shall work together to implement enforcement operations dedicated to City of Portland Municipal Boat Landing Facilities at the Riverplace Marina. At the end of the first year and at the end of each subsequent year in the five year period, a review of the Agreement will be made by the parties and a determination may be made as to whether amendments to this Agreement are required to improve the scope of services
3. Priority of Services: Services provided by the MCSORPU under this agreement will be prioritized in the following order: a) life-safety issues; b) derelict and abandoned boats; and c) enforcement of exclusions and coordinated missions.
4. Indemnification: Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnitor") shall indemnify and hold the other party ("Indemnitee") and Indemnitee's agents, directors, officers, and employees, harmless from any and all liability, claim, loss, cost, or expense arising out of negligent actions or inactions by the Indemnitor under this Lease.
5. Workers Compensation. MCSORPU and all its employees shall comply with Oregon Workers Compensation law and shall comply with ORS 656.017. MCSORPU agrees to maintain workers compensation insurance for the duration of this agreement and will provide the City with a certificate of proof that is in compliance with all Workers Compensation requirements under ORS 656.430.
6. Law of Oregon: This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 governing public contracts shall be included in third-party contracts executed by MCSORPU and the City and are incorporated by reference and made a part of this Agreement as if fully set forth herein.

7. Documents are Public Property: All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Agreement shall become public property. All documents provided by the City pursuant to this Agreement shall be available to MCSORPU. All documents provided by the MCSORPU pursuant to this Agreement shall be available to the City. As related to third parties, this provision shall not waive any right or privilege to not disclose held by MCSORPU or the City.

8. Subcontractor and Assignments: MCSORPU shall not assign any of its rights required hereunder without obtaining prior written approval from the City. Any attempted assignment of this Agreement without the written consent of the City shall be void.

9. Modification of Agreement: No waiver, consent, modification, change, or amendment to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Any waiver, consent, modification, change or amendment shall be effective for specific purposes described if set forth in writing and signed by authorized representatives of each Party.

10. Notice: All notices provided for hereunder shall be in writing and deemed sufficient if deposited in U.S. Mail as certified mail, return receipt requested, addressed to the Parties set forth below:

If to MCSORPU: Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
Attention:

With a copy to MCSORPU's General Counsel

If to the City: Portland Parks and Recreation  
Attention: Property Manager  
1120 SW 5<sup>th</sup> Avenue, Room 1302  
Portland, OR 97204

With a copy to the City Attorney

11. Severability: If any term or provision of this Agreement, or its application to any person or circumstance shall be determined by a court to be invalid or unenforceable, to any extent, the remainder of this Agreement and the application of those terms and provisions shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

12. Record of Expenses: A tally of expenses shall be kept by each party and a calculation of program costs shall be made at such time as may be agreed upon by the parties.

13. Costs: Costs associated with program planning and administration, including the staff time of managers, supervisors, trainers, and other administrative personnel devoted to this program is not part of this agreement.

14. Payroll and Expenses: Program operational expenses and employee payroll will be paid by MCSORPU.

15. Supervision of Operations: The assignment and supervision of MCSORPU officers and day-to-day field operations will be provided by MCSORPU.

16. Recordkeeping: The Parties will keep adequate records to account for all contributions, expenses and labor costs in connection with the program. MCSORPU employees will document their time in enforcement activities at the City's Municipal Boat Landings in a level of detail, form and frequency of submission that is mutually agreed upon by the parties. A statistical summary of enforcement actions, fines, hearing dispositions, etc., will be provided to the City at such times as the parties agree. Records will remain available to both parties.

17. Public Announcements: The timing, format, and content of any announcements, public information releases, and events, such as press conferences about the program, will be mutually agreed upon by the parties prior to the scheduling of such events or the release of information about the program to the public.

18. Integration: This Agreement includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject. This Agreement may be modified only by written agreement signed by authorized representatives of the Parties.


19. Termination: This agreement may be terminated at any time by mutual written agreement of both parties. Either partner upon thirty days (30) written notice to the other may also terminate this IGA. In the event of early termination of this agreement, the funds paid into the program will be refunded in full, less costs of work performed in accordance with the agreement prior to the termination date.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the dates shown below.

MCSORPU

CITY OF PORTLAND

\_\_\_\_\_  
[Name]:

  
Mike Abbate

[Title]:

Director

MCSORPU

Portland Parks & Recreation

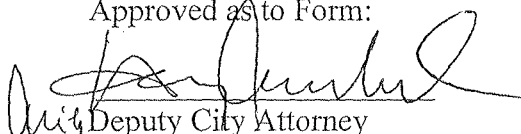
Dated: \_\_\_\_\_

Dated: 12-3-14

Approved as to Legal Sufficiency

Approved as to Form:

\_\_\_\_\_  
General Counsel

  
Deputy City Attorney  
City of Portland

MCSORPU