



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**June 26, 2018**  
**Marina Center Boardroom**

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**5:00 P.M.**  
**Regular Session**

1. Call to Order
  2. Modifications, Additions to Agenda
  3. **Open Hearing and Second Reading, Ordinance 24-2018, Governing Conduct on Port Property and Repealing Ordinance 24**
    - a. Authorize Reading of Ordinance by Title Only
  4. Public Comment (5 minutes per person, 30 minutes total)
  5. **Close Hearing on Ordinance 24-2018**
  6. Action Items
    - a. Adopt Ordinance 24-2018, Governing Conduct on Port Property and Repealing Ordinance 24  
*(Michael McElwee – Page 3)*
    - b. Approve Marine Fueling Contract with Hood River County Sheriff *(Michael McElwee – Page 15)*
  7. Commission Call
- 

Executive Session under ORS 192.660(2)(e) Real Estate Negotiations

8. Possible Action
9. Adjourn

If you have a disability that requires any special materials, services, or assistance, please contact us at 541-386-1645 so we may arrange for appropriate accommodations.

*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

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# Commission Memo



Prepared by: Michael McElwee  
Date: June 26, 2018  
Re: Ordinance 24- 2018

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As business and recreational activities, development, and other changes occur on Port properties over time, there is a periodic need to consider updates to Port Ordinance 24, which governs conduct on Port properties. Ordinance 24 was last modified and adopted on May 6, 2014. The attached Ordinance 24-2018 would replace and repeal Ordinance 24. The Commission has conducted multiple reviews of the changes to the ordinance throughout 2018. Notable changes relate to paid parking on the waterfront, a tobacco prohibition, and new language clarifying the rules for the flying of drones on Port properties.

The process to adopt a Port ordinance includes two published public notices prior to two Commission meetings, with a vote at the second meeting. The first hearing and reading of the Ordinance occurred on June 19. This is the second hearing and reading of the new ordinance. Both meetings have been properly noticed and to date the Port has received no public comment on the ordinance beyond that received and recorded during the two public hearings focused on the waterfront parking management plan. Upon approval, the Ordinance will go in to effect 30 days after a certified, signed copy is filed with the County, anticipated to occur June 27.

**RECOMMENDATION:** Adopt Ordinance 24-2018 governing conduct on Port property and repealing Ordinance 24.

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**ORDINANCE NO.  
24-2018**

**AN ORDINANCE REGULATING CONDUCT ON PORT PROPERTY AND  
REPEALING ORDINANCE NO. 24**

The Port of Hood River ordains as follows:

**SECTION 1. Scope of Ordinance.** This ordinance regulates conduct on Port Property, including at Port structures.

**SECTION 2. Definitions.** Unless the context requires otherwise, for purposes of this ordinance the following definitions and provisions stated in a definition apply:

**“Board”** means Port of Hood River Board of Commissioners.

**“Boat Launch”** means the concrete ramp on the east side of the Marina Boat Basin.

**“Camp”** means erecting a tent or shelter, arranging bedding or occupying a parked Vehicle, trailer or camper for purposes of, or in such a way as will permit, sleeping or remaining Overnight.

**“Commercial Activity”** means any activity directed to the general public or between two or more persons or entities undertaken for profit or personal gain.

**“Courtesy Notice”** means a written notice delivered or sent to a person informing them that a Parking Complaint has been issued and about their payment obligation.

**“Dock”** means a wharf or platform for loading or unloading people or materials.

**“Event Site”** means Port Property which includes an improved Vehicle parking area and beach access to the Columbia River, located north of Portway Avenue, west of the Nichols Basin inlet, south of the Columbia River, and east of the Jensen building.

**“Executive Director”** means the person the Board has appointed to act as the general manager of all Port operations.

**“Jensen Building”** means the Port building located west of the Event Site, north of Portway Avenue and east of the City waterfront park.

**“Hook”** means Port Property which includes a peninsula located west of the western terminus of Portway Avenue, east of Wells Island, north of Interstate 84, and south of the Columbia River.

**“Interstate Bridge”** means the bridge owned by the Port which crosses the Columbia River from Hood River, Oregon to Washington.

**“Kiteboarding”** means pumping/drying kites, carrying inflated kites, rigging or attaching lines, launching and landing.

**“Lot 1”** means the undeveloped lot east of Second Street, south of Portway Avenue, and west and south of a road leading from the north end of Portway Avenue south to Second Street.

**“Marina Beach”** means Port Property located east of the Hood River and north of the Marina Park.

**“Marina Boat Basin”** means the river basin located north of the Marina Green and east of the Marina Park, used for launching and moorage of boats and pontoon airplanes, with access to the Columbia River.

**“Marina Boat Basin Area”** means Port Property located west of the Interstate Bridge approach road, south of the Marina Beach, east of the Hood River and north of Interstate 84.

- “Marina Green”** means Port Property which includes a grass recreation field located south of the Marina Boat Basin and north of Interstate 84.
- “Marina Park”** means the park setting and picnic shelter located east of the Hood River and west of the Marina Boat Basin.
- “Nichols Basin”** means the river basin north of Interstate 84, which runs south to north along the western boundary of the Spit, with access to the Columbia River.
- “Official Sign”** means all signs, signals, markings, devices and placards placed, erected or provided by the Port for the purpose of guiding, directing, warning or regulating Vehicle or boat traffic or personal conduct. An Official Sign includes a Port message appearing on or from an electronic kiosk or other electronic device which provides information.
- “Overnight”** means between 11:00 p.m. and 6:00 a.m.
- “Parking Complaint”** means a written or electronic notice demanding payment issued by the Port placed on a Vehicle or provided to a person who has violated a Pay to Park Zone parking requirement.
- “Parking Pass”** means a Port-issued parking permit that authorizes a Vehicle which displays the Parking Pass to be parked in a designated Port parking location at times specified and on terms required by the Port. The Board or Executive Director may establish Parking Pass parking locations or requirements.
- “Pay to Park Zone”** means an area of Port Property designated as a Pay to Park Zone described and/or depicted on a Port map or diagram, where the Port limits Vehicle parking times and charges for Vehicle parking at specified parking locations. These Port locations reserved for Vehicle parking, which may be in a separate confined parking area or be shoulder spaces located adjacent to a curb along a Port access way, are not considered part of a public road or street subject to Oregon Motor Vehicle Code laws governing travel on a public road or street.
- “Peace Officer”** means a peace officer appointed by the Board pursuant to ORS 777.190, or a peace officer as defined in ORS 161.015.
- “Pedestrian Bridge”** means the bridge owned by the Port of Hood River intended for pedestrian use which crosses the Hood River from the Marina Boat Basin Area leading to the southern terminus of the Spit access road.
- “Port”** means Port of Hood River. Any action attributed to the Port by this Ordinance shall be an action by a Port employee, the Board, or their designee.
- “Port Marina Building Office”** means the Port headquarter building located at 1000 E. Port Marina Drive, Hood River, Oregon 97031.
- “Port Website”** means the official Port website, portofhoodriver.com.
- “Port Employee”** means a Port employee paid a salary by the Port, or a Port employee in a full year, full time position paid wages by the Port when working for the Port. A Port employee shall have authority to carry out acts contemplated by this ordinance, and for purposes of regulating activities on Port Property shall be a “person in charge” as defined in ORS 164.205(5).
- “Port Property”** means real property in Hood River County, Oregon owned or controlled by the Port, and the Interstate Bridge.
- “Portway Avenue”** means a City of Hood River (“City”) street running westerly from the intersection with North Second Street and easterly from the intersection with Eighth Street, and includes connected Port roads extending in a straight line westerly from the west end of the City street and in a straight line easterly from the east end of the City street.
- “Spit”** means Port Property which is a peninsula located north of Interstate 84, west of the Hood

River, east of the Nichols Basin and south from the Columbia River including exposed land in the Columbia River which is occasionally submerged.

**“Transient Dock”** means Port Property located west of the Boat Launch and used for temporary tie-up and limited overnight moorage

**“Truck”** means a commercial Vehicle consisting of a cab and/or a trailer attached to or detached from the cab.

**“Vehicle”** means every motorized device intended to carry people.

**“Vehicle Owner”** means the registered owner of a Vehicle in whose name title to the Vehicle is issued, and who is entitled to possession and use of a Vehicle.

**“West Jensen Parking Zone”** means a Pay to Park Zone on the Jensen Building property westerly from the Jensen Building.

## GENERALLY APPLICABLE REGULATIONS

**SECTION 3. Commercial Activity.** No person shall engage in any Commercial Activity on Port Property without the prior approval of, and under the terms and conditions prescribed by the Port.

**SECTION 4. Littering.** No person shall litter on Port Property. For purposes of this section littering is defined as the dumping, throwing, placing, depositing or leaving, or causing to be dumped, thrown, deposited or left any refuse of any kind or any object or substance which tends to pollute, mar or deface.

**SECTION 5. Vegetation.** No person shall remove vegetation on Port Property without written permission from the Port.

**SECTION 6. Fireworks.** No person shall ignite fireworks or similar incendiary devices of any kind on Port Property, whether legally allowed in Oregon or not unless authorized by the Port in writing.

**SECTION 7. Animal Control.** No person shall bring an animal onto Port Property, or allow an animal to be on Port Property, except when the animal is leashed and under the control of an adult, provided however, (1) a dog may be off leash one hour before and after sunrise and one hour before and after sunset at the Hook and the Spit if the person with the dog complies with the provisions of the Hood River County dog control ordinance and (2) a dog may be off leash at the Hood River Parks & Recreation Department Dog Park, located west of the Sewer Treatment Plant, when the Dog Park is open to the public.

**SECTION 8. Animal Waste.** No person shall allow the feces of an animal in that person’s care or control to remain anywhere on Port Property other than in a waste receptacle.

**SECTION 9. Launching Boats.** No person shall launch a motorized watercraft from Port Property except at the Marina Boat Basin.

**SECTION 10. Camping.** No person shall camp Overnight on Port Property or camp in a Pay to Park Zone between the hours of 9:00 p.m. and 9:00 a.m.

**SECTION 11. Hunting.** No person shall discharge firearms, hunt, or attempt to trap or injure an animal on Port Property.

**SECTION 12. Fires.** No person shall build or attempt to build a fire on Port Property.

**SECTION 13. Drones, Remote-Controlled Aerial Devices.** (1) No person shall operate a remote-controlled flying or aerial device on or from Port property in a manner that violates FAA regulations governing such devices. (2) No person shall operate a remote-controlled flying or aerial device on or from Port Property after a Port employee requests the person not do so because the Port Employee has reasonable grounds to believe that activity may conflict with or impair other permitted uses on Port Property or may pose a hazard to others.

**SECTION 14. Kiteboarding.**

*Location Restrictions:*

No person shall launch or operate a kiteboard or training kite from Port Property other than at the following locations:

An area where the activity is permitted by an Official Sign.

Marina Green and Marina Beach, except when prohibited by an Official Sign.

*Safety Restrictions:*

No person shall launch or operate a kiteboard or training kite from Port Property, including where permitted under subsection a. or b. of this Section after a Port employee requests the person not do so because the Port Employee has reasonable grounds to believe that activity may conflict with or impair other permitted uses on Port Property or may pose a hazard to others.

**SECTION 15. Vehicle Parking.**

- a. **Parking Restrictions:** (1) No person shall park a Vehicle on Port Property in violation of an Official Sign or request of a Port employee. (2) No person shall park a Vehicle Overnight anywhere on Port Property unless expressly authorized by the Port. (3) No person shall park a Vehicle on Port Property where curbs are painted red.
- b. **Pay to Park Zone Obligations:** The Board or Executive Director are authorized to establish Pay to Park Zone parking requirements, including designating parking locations, parking time limits, amount payable to park at a location, and late payment charges. The operator of a Vehicle, and the Vehicle Owner who parks a Vehicle or permits a person to use the Vehicle, parked in a Pay to Park Zone, in consideration of the Port granting the right to park the Vehicle at that location, shall be required and contractually obligated: (1) to comply with all Port parking requirements posted on a Pay to Park Zone Official Sign including an electronic message on or from a Pay to Park Zone kiosk or other electronic device, including an app used for the payment of parking charges; (2) to pay when due a Pay to Park Zone charge owed for parking a Vehicle; and (3) to pay any late payment charges owed to the Port.
- c. **Parking Passes:** If a valid Parking Pass is clearly displayed on the dashboard or rearview mirror of a Vehicle which authorizes the Vehicle to be parked where the Vehicle is parked during the time the Vehicle is parked, payment of other Pay to Park Zone parking charges is not required.
- d. **Parking Terms and Conditions:** Parking charges, late payment charges and terms and conditions for parking in a Pay to Park Zone shall be established by the Executive Director or Resolution of the



Port Commission.

**SECTION 16. Vehicle Speed.** No person shall operate a Vehicle at a speed in excess of 15 miles per hour in the Marina Boat Basin area or at the Hook or Spit, or in excess of 25 miles per hour on other Port Property, unless an Official Sign authorizes a different maximum speed.

**SECTION 17. Vehicles on a Path or Off a Road.** (1) No person shall operate a Vehicle on any pedestrian path located on Port Property except a motorized wheelchair or device used to improve mobility for a disabled person, a Port maintenance Vehicle and an emergency Vehicle. (2) No person shall drive or park a Vehicle on Port Property off a Port road or parking area without Port permission.

**SECTION 18. Official Signs.** No person shall engage in any conduct in violation of instructions or prohibitions appearing on an Official Sign on Port Property. No person shall place a sign on Port property without permission by the Port Executive Director or their designee. Contents of an Official Sign shall be approved by the Executive Director. If an Official Sign is placed by the Port on Port property contents of the sign shall be deemed approved by the Executive Director.

**SECTION 19. Use of Port Utilities.** No person shall connect an electrical device of any kind to a Port electrical power outlet or in any other manner use or interfere with electricity or water supplied to or by the Port on Port Property.

**SECTION 20. Fees.** No person shall refuse nor neglect to pay a fee or charge established by the Board or Executive Director for use of Port Property, Port facilities or Port services, when due.

**SECTION 21. Tobacco use.** No person shall use tobacco products of any kind, including cigars, cigarettes, e-cigarettes, vape pens, snuff or chewing tobacco while on Port Property or within Port buildings or facilities.

**SECTION 22. Port Permission.** No person may violate a provision of this ordinance unless the person is given express written permission to do so at a specific time or for a specific purpose by the Board or a Port employee, or an activity is allowed by an Official Sign. Such permission shall apply only to the expressly stated time, event, or activity.

## **SITE-SPECIFIC REGULATIONS**

**SECTION 23. Boat Launch and Transient Dock.**

No person shall park a Vehicle in the Boat Launch parking lot Overnight.

No person shall dock a boat under 26 feet long to the Transient Dock for more than three consecutive nights.

No person shall dock a boat that is 26 feet in length or longer to the Transient Dock for more than ten consecutive nights in a 30-day period.

**SECTION 24. Marina Boat Basin.** All Marina Boat Basin tenants shall comply with the conditions of their moorage agreement and with moorage rules and regulations adopted by the Port. Unless otherwise allowed or prohibited by an Official Sign, the following activities are prohibited in the Marina Boat Basin or Marina Boat Basin Area:

- a. No person shall jump or dive into, swim in, windsurf, or kiteboard in the Marina Boat Basin.
- b. No person shall operate a boat, an airplane or any other type of watercraft in the Marina Boat Basin at a speed in a manner which causes a wake.
- c. No person shall clean fish in the Marina Boat Basin or Marina Boat Basin Area.
- d. No person shall stay on a boat or boathouse moored in the Marina Boat Basin for a period of time that violates a Port moorage rule or regulation.
- e. No person shall park a Vehicle at the Marina Boat Basin parking lot for more than three consecutive nights.
- f. No parent, guardian, or person having custody or control of a child under the age of 16 years shall allow the child to be in a moored boat or boathouse in the Marina Boat Basin unaccompanied by an adult.

**SECTION 25. Marina Park.**

- a. No person except a Marina Boat Basin tenant or their guest shall operate or park a Vehicle at the Marina Park between the hours of 10:00 p.m. and 6:00 a.m.
- b. No person shall park a Vehicle on Marina Green grass.

**SECTION 26. Marina Beach.** No person shall recreate or otherwise use the Marina Beach in violation of an Official Sign or request of a Port employee.

**SECTION 27. Pedestrian Bridge.** The following activities are prohibited on the Pedestrian Bridge:

- a. No person shall jump or dive from the Pedestrian Bridge.
- b. No person shall drive a Vehicle on the Pedestrian Bridge, with the exception of a motorized wheelchair or device used to improve mobility for a disabled person, and Port maintenance vehicles.
- c. No person shall ride a bicycle, scooter or skateboard on the Pedestrian Bridge.

**SECTION 28. Spit.** No person shall drive or park a Vehicle on the Spit north of the designated parking area.

**SECTION 29. Event Site.** No person shall engage in an activity related to kiteboarding or windsurfing at the Event Site except at times and in areas designated by an Official Sign.

**SECTION 30. Event Site & Nichols Basin Structures.** No person shall jump or dive from a wharf, pier, dock or pylon at or near the Event Site or the Nichols Basin. No person shall use a dock owned by the Port located at the Event Site or in the Nichols Basin without Port permission or unless allowed by an Official Sign.

**SECTION 31. Hook.** No person shall operate or park a Vehicle at the Hook between the hours of 9:00 p.m. and 5:00 a.m. or when the Hook roadway entrance gate is closed.

**SECTION 32. Interstate Bridge.** The following activities are prohibited on the Interstate Bridge:

- a. No person shall ride a bicycle on the Interstate Bridge.
- b. No person shall operate an electronic bicycle, motorized scooter or skateboard on the Interstate Bridge.
- c. No person shall walk onto or jump from the Interstate Bridge.
- d. No person shall drive a Vehicle in excess of 25 miles per hour on the Interstate Bridge, unless a different speed is posted at an entrance to the Interstate Bridge, in which event the driver shall obey

- the posted speed. Emergency Vehicles are exempt from this requirement in cases of an emergency.
- e. No person driving a Vehicle shall pass another Vehicle traveling in the same direction, or pass a Vehicle in the same lane of travel which is stopped on the Interstate Bridge.
  - f. No person shall stop, park, or leave a Vehicle unattended on the Interstate Bridge.
  - g. No person shall drive a Vehicle onto or across the Interstate Bridge without paying a bridge toll established by the Port.

## **ENFORCEMENT**

**SECTION 33. Severability.** This ordinance shall be liberally constructed to effectuate the purposes of this ordinance. Each section, subsection or other portion of this ordinance shall be severable; the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

**SECTION 34. Enforcement of Ordinance and Parking Compliance.** The following provisions apply to enforcement of violations of this ordinance:

- a. Port employees shall have authority to carry out the provisions of this ordinance, to cause citations for ordinance violations to be issued by a Peace Officer, and if the employee is a Peace Officer to issue citations.
- b. All peace officers of the city, the county, the state and those appointed by the Board shall have the authority to enforce the provisions of this ordinance and to issue citations for the violation of any section of this ordinance.
- c. Any person who is issued a citation for the violation of any section of this ordinance must appear in the Circuit Court of the State of Oregon, Hood River County or in such other court in Hood River County with jurisdiction over the matter as stated on the citation.

The following provisions apply to compliance with Pay to Park Zone parking requirements:

- a. A person who fails to comply with a Port Pay to Park Zone requirement and fails to pay a Pay to Park Zone parking charge when due shall be liable to the Port for the amount owed, and shall be liable for any late payment charge owed if the parking charge payment is not received when due.
- b. The Port is authorized to issue a written notice or a Parking Complaint to a person who has not complied with a Pay to Park Zone parking requirement and has an obligation to pay the Port as a result.
- c. The Port, or a Port designee on behalf of the Port, is authorized to issue a Courtesy Notice or a payment demand and to undertake collection activities to collect an unpaid Pay to Park Zone obligation.
- d. If a person disputes a Port claim of non-compliance with a Pay to Park Zone requirement, failure to pay a parking charge when due, or the contents of a Parking Complaint or payment demand, for any reason, the person may obtain a Port form to be used to state the reason(s) for their dispute at the Port Marina Building Office or Port Website (“Dispute Form”). A completed Dispute Form may be filed with the Port in person at, or sent by mail

to, the Port Marina Building Office or be submitted to the Port at the Port Website. A properly completed and filed Dispute Form will be considered by the Executive Director or their designee if received within 30 days after the issuance of a Parking Complaint and if a Courtesy Notice is issued 30 days after issuance of the Courtesy Notice, or may be considered later in the Executive Director's discretion. The Executive Director or their designee may take any action they deem appropriate in response to the information in a Dispute Form filed with the Port, or received in some other manner, including obtaining more information, reducing or forgiving a parking charge, or undertaking or continuing collection activities.

**SECTION 35. Penalties and Payments.**

- a. A person who violates a provision of this ordinance shall commit an offense punishable by a fine as a Class A violation. Provided however, if an offense defined in this ordinance is also an offense governed by a provision of the Oregon Criminal Code or Oregon Motor Vehicle Code ("State Regulation") and the State Regulation offense category is lower than a Class A violation, the ordinance offense and fine payable shall be reduced to be the same as provided in the State Regulation.
- b. Each violation of a section or subsection of this ordinance shall constitute a separate offense.
- c. Each separate violation of this ordinance shall constitute a separate offense.
- d. If a person fails to comply with any Pay to Park Zone parking requirement established by the Port, the person shall owe the Port the amount established by the Board or Executive Director as a result of their failure to comply.

**SECTION 36. Right of Removal.**

No person shall remain on Port Property after being asked to leave Port Property by a Peace Officer or by a Port employee who has reasonable grounds to believe the person has violated a provision of this ordinance or of the Oregon Criminal Code, or the person has threatened to do so.

No person shall cause or allow their personal property to remain at a location on Port Property after a Peace Officer or a Port employee has asked the person to remove or relocate the personal property.

**SECTION 37. Ordinance Effective Immediately.** Because many people will use Port Property as weather improves it is important for the protection of Port Property and the public that ordinance provisions that regulate Port Property activities take effect immediately, and because the Port intends to install parking control equipment in Pay to Park Zones in June to manage limited parking areas efficiently, to encourage parking turnover, and to provide funds for Port Property maintenance it is important that ordinance parking provisions take effect immediately. Therefore, an emergency is declared. This ordinance shall take effect immediately after being read once and passed unanimously by Port Commissioners at a Board meeting.

**SECTION 38. Ordinance Repealed.** Port Ordinance No. 24, An Ordinance Regulating Conduct on Port Property, dated May 6, 2014, is repealed and replaced by this ordinance.

This ordinance is adopted and in effect after being introduced, read once, put on its final passage and

approved unanimously by Port Commissioners at the Board meeting held on June 5, 2018.

PORT OF HOOD RIVER

1000. E. Port Marina Drive Hood River, OR 97031

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Hoby Streich, President

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Jana Scoggins, Recording Secretary

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# Commission Memo



Prepared by: Michel McElwee  
Date: June 26, 2018  
Re: Sheriff Fueling Agreement

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The Hood River County Sheriff Marine Deputy (“Marine Division”) provides patrol and emergency response services that significantly enhance the safety of the Port’s waterfront recreational properties. One limitation on the available time for the Marine Division patrols is the current practice of taking on fuel at the County Shop.

The Commission has discussed the benefits of providing financial support that would allow Marine Division vessels to fuel at the Marina Fuel Dock. Projections show that this would allow for approximately 40 hours of additional patrol time. A funding allocation in in the FY 18/19 adopted budget.

The attached agreement would allow the Port to pay for fueling of Marina Division vessels from July 1 through September 15 of 2018 and from June 15 through September 15 of subsequent years unless the agreement is terminated by either party. The expected cost of the Port’s contribution is approximately \$5,500.

**RECOMMENDATION:** Authorize agreement with Hood River County for payment of Marine Division fueling costs during summer months.

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**INTERGOVERNMENTAL AGREEMENT BETWEEN HOOD RIVER COUNTY AND PORT  
OF HOOD RIVER FOR PAYMENT OF HOOD RIVER COUNTY SHERIFF MARINE  
DIVISION SUMMER FUEL COSTS**

PARTIES: HOOD RIVER COUNTY ("County")  
An Oregon Home Rule County  
P.O. Box 27  
Hood River, OR 97031  
Attn: Jeff Hecksel

PORT OF HOOD RIVER ("Port")  
An Oregon Port District  
1000 E. Port Marina Drive  
Hood River, OR 97031  
Attn: Michael McElwee

**RECITAL**

ORS Chapter 190 authorizes governmental entities such as counties and port districts to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform. The Port has requested that the County, by and through the County Sheriff's Office and its Marine Division, increase marine patrol services along the Hood River waterfront as resources may allow. Port and County agree that fueling of Marine Division vessels in the Marina instead of the County shop will increase the time available for marine patrols along the Hood River waterfront. In consideration of these valued patrol functions, Port seeks to pay the fuel costs of Marine Division vessels fueling at the Hood River Marina Fuel Dock during summer months to increase on-water-patrol and response time. County is willing to provide these services on the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

1. County Responsibilities
  - a. Fueling Marine Division Vessels. During the term of this Agreement, Marine Division vessels will, when feasible, take on fuel at the Fuel Dock in the Hood River Marina between June 15 and September 15 of each year that this Agreement is in effect.
  
2. Port Responsibilities
  - a. Credit Account. Port will establish a credit account at the Marina Shell Station ("Marine Deputy Account") for the sole purpose of billing and payment of Marine Division vessels that take on fuel at the Hood River Marina Fuel Dock between June 15 and September 15 of each year that this Agreement is in effect.
  - b. Payment. Port will pay all fuel costs that accrue to the Marine Deputy Account between June 15 and September 15 of each year that this Agreement is in effect.

3. Personnel

- a. County Sheriff retains complete control over the rendition of the services, the standards of performance and other matters incident to the performance of the services, and the control of County Sheriff personnel.
- b. County Sheriff's Office Deputies are and shall remain employees of the County. The relationship between the County and Port is that of an independent contractor. The parties agree that neither party is an agent or employee of the other party.

4. Term. Unless sooner terminated, this Agreement shall take effect on July 1, 2018, and continue unless terminated by either party or by mutual agreement. Either party may terminate this Agreement at any time upon providing written notice to the other party at their address above, not less than 60 days prior to the intended termination date.

5. Hold Harmless and Indemnification.

- a. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its Commissioners, officers, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance under this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party, which may result in litigation in any way related to this Agreement. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability.
- b. Nothing in this section limits the ability of a party to exercise any right, defense or remedy that the party may have with respect to third parties whose action or inaction gives rise to loss, claim or liability including, but not limited to, an assertion that the officer(s) was acting beyond the scope of their employment.
- c. Nothing in this section covers or requires indemnification or payment of any judgment against any individual or party for intentionally wrongful conduct outside the scope of employment.

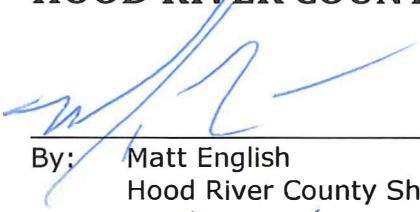
7. Amendment. This Agreement contains all the agreements of the parties on this subject. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party.

8. Agreement Execution. The persons signing below certify that they have authorization from their governing body to execute this Agreement and bind the parties to its provisions.

9. Attorney Fees. Each party shall bear its own attorney fees and costs in the

resolution of a dispute or litigation.

**HOOD RIVER COUNTY**



By: Matt English  
Hood River County Sheriff

Date: 6/22/18

Attest: \_\_\_\_\_

**PORT OF HOOD RIVER**

By: Michael S. McElwee  
Executive Director

Date: \_\_\_\_\_



Marine Deputy Vessel  
**Fuel Cost Comparison**  
**Summer Only**

Final: June 21, 2018

**Assumptions**

Vessel Fuel Tank Capacity 80 Gallons  
 Average Weekly Re-Fueling 2 Trips  
 Average Fuel Taken Per Fill-Up 45 Gallons  
 Time per Re-Fueling @ County Tank 2 Hrs  
 Time per Re-Fueling @ Marina 0.25 Hrs  
 Marina Deputy Cost \$ 100 /Hr

Distance to County Fuel Station 4 Miles  
 Haul Vehicle Miles Per Gallon 10 mpg  
 Total Miles Travelled for Re-Fueling 192 /12 Weeks  
 Price Per Gallon @ County \$ 2.83 /Gallon  
 Price Per Gallon @ Fuel Dock \$ 4.99 /Gallon

**Comparison**

Type of Fuel Used  
 Price/Gallon  
 Total Summer Gallons of Fuel Consumed  
 Total Summer Fuel Cost  
 Marine Deputy Re-Fueling Time (Hours)  
 Marine Deputy Cost for Summer Re-Fueling  
 Total Cost/Summer

|                | County Fuel Station                              | Marina Fuel Dock         |
|----------------|--|--------------------------|
| <b>Regular</b> |  | <b>Non-Ethanol Super</b> |
| \$ 2.83        | \$ 4.25 (HR Inn Discount from \$4.99 pump price) | \$ 4.25                  |
| \$ 1,080       | \$ 1,080   | \$ 1,080                 |
| \$ 3,056       | \$ 4,590   | \$ 4,590                 |
| 48             | 6  | 6                        |
| \$ 4,800       | \$ 600   | \$ 600                   |
| \$ 7,856       | \$ 5,190   | \$ 5,190                 |

**Cost Difference**

**Additional Patrol Time**

**\$ 2,666**  
**42 hrs**