

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PORT OF NEWPORT AND THE CITY OF NEWPORT
for the purpose of providing access to security video camera system**

THIS ~~INTERGOVERNMENTAL AGREEMENT ("IGA")~~ is made this [day] day of [month], 2021, by and between the Port of Newport (hereinafter the "Port"), an Oregon port district, and the City of Newport (hereinafter the "City"), an Oregon municipal corporation.

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~~Deleted: (hereinafter the "City")~~
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RECITALS

1. ORS Chapter 190 authorizes governmental entities such as cities/counties and port districts to enter into written agreements for the performance of any or all functions and activities that either entity has to perform on its own.
2. Pursuant to the City's Charter and applicable state law, the City is empowered by and through its Police Chief to enforce State law and City ordinances and provide generally for the health, safety, and welfare of City residents.
3. The Port and the City believe that by cooperating in allowing the City Police Chief to have access to the Port's video and surveillance cameras, both entities can more efficiently work to ensure the safety and security of City residents and Port users.

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AGREEMENT

In consideration of the mutual covenants of the Port and City, each to the other, the Port and City do hereby agree as follows:

1. The Port shall allow access to the City Police Chief and his/her designee(s) to view images from the Port's video camera system to assist the Port in investigations and in situations where, in consideration of the totality of circumstances, Port personnel or the City Police Chief and his/her designee(s) have reason to believe, based on articulable and objective facts, that a crime has occurred. In addition, the Port shall ensure that the City Police Chief's and his/her designee(s) access to and use of video images are consistent with State and Federal laws and regulations concerning privacy, and Port policies and procedures. See EXHIBIT "A" Camera Protocols.
2. The Port shall allow access to the City Police Chief and his/her designee(s) with permission from a Port Director level executive or designated Facility Security Officer to view images from the Port's video camera system to assist in emergency training exercises and safety planning. The Port may abstain from providing footage in the absence of a valid subpoena, search warrant, or court order.
3. In circumstances other than those described in sections 1 and 2 above, the Port shall cooperate in providing video images to the City Police Chief and his/her designee(s) in response to a valid subpoena, search warrant, or court order.

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4. Both the Port and the City will maintain the confidentiality of the video images obtained from the Port's video cameras so as to comply with Federal and State privacy laws and regulations, and Port policies and procedures.
5. This Agreement is perpetual and shall remain in effect until such time as written notice of termination is given by either party to the other at least 30 days prior to the date of termination. Provided, however, the parties may agree from time to time to adjust the terms and conditions of this Agreement.
6. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, each party agrees to indemnify, defend, and hold the other and its officers, employees, or agents, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement. No party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of another party, or that other party's own officers, employees, or agents.
7. If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of, or in the name of, the other party to this Agreement.
9. The effective date of this agreement is the [day] day of [month], ~~2021~~, Deleted: [year]
10. This document contains the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior agreements, commitments, representations, writings, and discussions between them regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the City and the Port have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

PORT OF NEWPORT

CITY OF NEWPORT

By: _____
(signature)

Paula J. Miranda, General Manager

By: _____
(signature)

Spencer Nebel, City Manager

EXHIBIT “A”

**Camera Protocols
Port of Newport**

Purpose: Video cameras inside Port buildings and on Port grounds act as a deterrent to undesirable behavior and crime. The video system may also be used by Port personnel and security contractors for investigative purposes, surveillance, training exercises, planning, billing, and other Port business.

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Port Monitoring & Review of Footage: Video cameras may be accessed by Port Personnel and security contractors. Port personnel may not transmit footage to other law enforcement officials except: (1) in the case of a health and safety emergency; (2) when a law enforcement official has requested the footage in the performance of an investigation and, in consideration of the totality of circumstances, has reason to believe, based on articulable and objective facts, that a crime has occurred; and (3) pursuant to a valid subpoena, search warrant, or court order.

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Law Enforcement Use: Local law enforcement agencies can view images to assist the Port when there is a threat to the health and safety of members of the public, to assist in emergency training exercises and safety planning, and in response to a valid subpoena, search warrant, or court order, as detailed in the IGA.

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Placement: Video cameras may be placed in public areas such as entrances, hallways, parking lots, etc. Video cameras will not be allowed in areas where there is a reasonable expectation of privacy such as restrooms, changing areas, etc. The video camera system records video images and audio.

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Prohibited Activity: Video camera use is to be conducted in a professional, ethical, and legal manner. Video monitoring shall not be used to harass, intimidate, or discriminate against any individual or group.

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Confidentiality: All staff and law enforcement will maintain the confidentiality of the video images obtained from the Port’s video cameras and comply with Federal and State privacy laws and regulations, and Port policies and procedures.

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