



CITY OF ASTORIA
Founded 1811 – Incorporated 1856

POLICE DEPARTMENT

Chief Geoff Spalding
Astoria Police Department
555 30th Street
Astoria, OR 97103

**PROPERTY WATCH 2020:
AUTHORIZATION TO EXCLUDE PERSONS FROM PREMISES FOR VIOLATION OF EXCLUSION CRITERIA**

Dear Chief Spalding,

I, _____, have lawful control of the following premises:

NAME OF BUSINESS		
ADDRESS OF BUSINESS		
PRINT NAME		JOB TITLE OR NATURE OF AUTHORITY
SIGNATURE		DATE
HOME ADDRESS		
EMAIL		WORK PHONE
CELL PHONE	HOME PHONE	ALT. PHONE

I hereby authorize the *Astoria Police Department* and its officers to act as my agent for the purposes of excluding persons from these premises according to the criteria for exclusion enclosed with the program materials and for reasonable suspicion that a person has violated *Oregon Revised Statutes (ORS)* or *Astoria City Code (ACC)*. I further authorize the *Astoria Police Department* and its officers to act as my agent to enforce trespass laws against persons who unlawfully enter or remain upon the premises.

Unless you are otherwise directed by me, a person who is found to engage in conduct constituting grounds for exclusion according to the above described criteria shall be excluded from the premises. I retain the right to clear the exclusion of any person that has been trespassed from my property/business. I will notify the *Astoria Police Department* if I decide to allow a person back on my property/business that has been previously trespassed/excluded.

My intent by this authorization is to empower police officers of the *Astoria Police Department* to become “person in charge” of the above-mentioned premises—to the extent contained in the criteria for exclusion—as that term is defined in *ORS 164.205(5)*. You hold this authority over the premises as my agent and will be acting in your capacity as peace officers.

I understand our relationship under this agreement is not intended by you, and should not be interpreted by me, as an express or implied representation that I will receive any special service from the *City of Astoria*, the *Astoria Police Department*, employees of the *City of Astoria*, or other agents.

I also understand my participation in this arrangement is voluntary. I have the power to authorize the *Astoria Police Department* to act as my agent in the manner described and to also revoke this authority. You have encouraged me to use my own judgment to determine if this arrangement is right for my business. I have considered whether to discuss the program with my own legal advisor to help determine if this arrangement is suitable for my circumstances.

I further understand that any police officer who takes any action against a suspected violator of my criteria for exclusion will take such action based on the officer’s own professional evaluation that there are sufficient grounds to support whatever action is taken.

I agree to release and/or waive any claim or action that I, my business, or anyone who may act on my behalf may have against the *City of Astoria*, its Council, Mayor, employees or agents for loss of life, bodily injury, damage to property or damage to reputation arising out of or occurring while the city, its Council, Mayor, employees or agents are operating under a reasonable belief that they are acting pursuant to the terms of this letter.

Further, I agree to hold harmless, defend, and fully indemnify the *City of Astoria*, its Council, Mayor, employees or agents from any legal action brought by or on the behalf of any person or persons excluded or any other person or organization who may take legal action as the result of an exclusion. I also hereby represent that I have the authority to make this representation for my business.

I have lawful control of the described premises by virtue of the fact that I am an owner of the premises or otherwise have lawful authority over them to the extent required to make this authorization.

The authorization granted herein is not intended to diminish my ability to control the above described premises. I remain a person in charge of the premises notwithstanding my delegation of authority to your department and its officers. The authorization granted herein is not intended by me to limit my legal or equitable remedies if I choose to enforce my rights by other means against violators of the enclosed criteria for exclusion.

If at any time I wish to terminate the authorization granted by this letter I will notify the *Astoria Police Department* in writing and will remove any signage, or related materials, that indicate my participation in this program from my business. If ownership of the property changes during the length of this agreement then I will notify the *Astoria Police Department*, in writing, about the change in ownership and the contact information for the new owner.

If at any time I wish to overturn an exclusion you may impose upon a person, I will notify the *Astoria Police Department* immediately of my decision. This is intended to reduce confusion over a person's exclusion status.

The authorization to exclude persons will begin upon entry of the agreement into the Astoria Police Trespass Agreement system. The agreement will be in effect from the date this agreement is signed until the below designated end date. Choose one below time period by writing your initials on the blank line:

____ **The end of the calendar year 2020 (December 31, 2020) unless cancelled by either party.**

____ **The end of the calendar year 2023 (December 31, 2023) unless cancelled by either party.**

For the trespass agreement to be valid, locations are required to be within the corporate city limits of Astoria.

ALTERNATIVE EMERGENCY CONTACT

NAME		
HOME ADDRESS		
EMAIL	WORK PHONE	
CELL PHONE	HOME PHONE	ALT. PHONE