



# CLATSOP COUNTY BOARD OF COMMISSIONERS

## **\*AMENDED\* AGENDA**

### WORK SESSION & REGULAR MEETING JUDGE GUY BOYINGTON BUILDING, 857 COMMERCIAL ST., ASTORIA

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Wednesday, March 22, 2023

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#### BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair  
Courtney Bangs, Dist. 4 – Vice Chair  
John Toyooka, Dist. 2  
Pamela Wev, Dist. 3  
Lianne Thompson, Dist. 5

[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

#### CONTACT:

800 Exchange, Suite 410  
Astoria, OR 97103  
Phone (503) 325-1000  
Fax (503) 325-8325

[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

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Join the meeting from your computer, tablet or smartphone ([Zoom link](#))

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You can also dial in using your phone.

1-253-215-8782

Meeting ID: 503 325 1000

Passcode: 384761

#### Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at [public comment](#), emailing [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us) or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

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#### WORK SESSION: 5:00 PM

*Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.*

Discuss Formal Agenda {5 min}

#### TOPICS:

1. ARPA Funding Concept Plan Update {30 min} {Page 3}
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#### REGULAR MEETING: 6:00 PM

*The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.*

**FLAG SALUTE**

**ROLL CALL**

**AGENDA APPROVAL**

**PROCLAMATION**

2. Child Abuse Prevention Month Proclamation {Page 5}
3. Problem Gambling Awareness Month Proclamation {Page 9}

**BUSINESS FROM THE PUBLIC** – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us by 3 p.m. on the day of the meeting.*

### **CONSENT CALENDAR**

4. Board of Commissioners Meeting Minutes 2-22-23 {Page 11}
5. Public Works Custodial Contract - Amendment No. 1 {Page 17}
6. Dispatch Services Agreement {Page 25}
7. Project Turnkey 2.0 {Page 29}
- 7a. \* *Purchase of Fuel Tank {separate materials}*
- 7b. \* *IGA with City of Gearhart for the Sheriff's Office to provide Augmented Law Enforcement Services {separate materials}*

### **COMMISSIONER'S LIAISON REPORTS**

### **COUNTY MANAGER'S REPORT**

### **BUSINESS AGENDA**

8. Appeal of Hearings Officer Decision – JJG ORE LLC Variance {Page 37}

### **PUBLIC HEARINGS**

9. Rural Accessory Dwelling Unit Regulations Amendments {Page 46}
10. Ordinance 23-04: LAWDUC Amendments Child Care Facilities {Page 74}

### **GOOD OF THE ORDER**

### **ADJOURNMENT**

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As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

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Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)

**This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.**

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

March 22, 2023

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**Agenda Title:** Purchase of Fuel Tank  
**Category:** Consent Calendar  
**Presented By:** Justin Gibbs, Emergency Management Director

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**Issue Before the Commission:** Appropriate \$100,000 from Special Projects for fuel tank purchase and delivery and Direct County Manager to sign Eagle Tanks, Inc. quote for purchase.

**Informational Summary:** Emergency Management submitted a grant proposal to the Oregon Department of Emergency Management, State Homeland Security Program in January of this year. The proposal was to purchase a 12,000-gallon fuel tank and place it out of the tsunami inundation zone at the new County Jail site in order to increase the County's fuel supply during an emergency.

Subsequently the County was awarded a grant to purchase the tank, however, the caveat is a short timeline to have the tank purchased and delivered prior to June 30, 2023. The appropriation will be out of Special Projects in the 2022-23 budget year. Once delivered, the paperwork for the grant will be submitted to Oregon Emergency Management for reimbursement in the 2023-24 budget year.

**Fiscal Impact:** \$100,000 2022-23 budget year, reimbursement 2023-24 budget year

**Requested Action:** Consent to appropriation and direct County Manager to sign Eagle Tanks, Inc. quote for purchase said fuel tank.

### Attachment List

- A. Eagle Tanks, Inc. Quote



# Eagle Tanks, Inc.

9055 Porter Way SE  
Aumsville, OR 97325

# Quote

DATE 3/10/2023	Quote # 8713
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5034481917 Fax # (503) 448-1927 Toll Free: 1-888-678-0698

www.eagletanks.com

NAME / ADDRESS

Clatsop County Public Works  
Terry Hendryx  
1100 Olney Avenue  
Astoria, OR 97103

TERMS 50% Down/Bal Due When Complete	
Ship To: Clatsop County Public Works Terry Hendryx 1100 Olney Avenue Astoria, OR 97103	
FOB Aumsville, OR	P.O. No.

ITEM	QTY	DESCRIPTION	COST	TOTAL
2085-12000HC	1	12000 GALLON DOUBLE WALL HORIZONTAL CYLINDRICAL TANK 20' ID MANWAY, END PLATFORM AND LADDER, UL-2085/UL-142 LISTED 130 IN HIGH X 120 IN WIDE X 324 IN LONG 48,431 LBS EXTERIOR: WHITE EPOXY INTERIOR: BARE STEEL	71,703.95	71,703.95
ZINC	1	(1006 SQ FT) ZINC PRIMER APPLIED PRIOR TO TOP COAT FOR CORROSION RESISTANCE.	7,042.00	7,042.00
VENT KIT 2...	1	12,000-18,000 GALLON REQUIRED VENT KIT AS PER UL-142. INCLUDES 8" EMERGENCY VENT, 3" ATMOSPHERIC T-VENTS AND EXTENSIONS.	1,810.08	1,810.08
GAUGE, CL...	1	MORRISON "CLOCK" FACE FUEL LEVEL GAUGE, 818F-0400 AG INSTALLED WITH 2" DROP TUBE 419 0100 1T	976.40	976.40
LEAK DETE...	1	LEAK DETECTOR, Morrison 724---1200 AI	173.40	173.40
FILL 3" GR...	1	COMPONENTS FOR GROUND LEVEL FILLING, WITH OVERFILL PREVENTION VALVE, SWING-CHECK VALVE, CAMLOCK ADAPTER, STAINLESS STEEL BALL VALVE, WELDED PIPE ASSEMBLY WITH FLANGED FITTINGS (3")	7,756.28	7,756.28
REMOTE - 1...	1	PARTS REQUIRED TO RELOCATE THE HIGH FLOW PUMP FROM THE TOP TO THE SIDE / END OF TANK. INCLUDES: ANTI-SIPHON VALVE, PUMP MOUNT, STAINLESS STEEL BALL VALVE AND ALL PLUMBING.	1,412.54	1,412.54
Pump PRO20...	1	GPI PRO20/QM240 gas pump package (includes 20gpm pump, meter, 10 micron filter, 20ft of 3/4" hose, swivel, breakaway, & auto nozzle)	3,015.67	3,015.67
LOW BOY S...	1	LOW BOY (DOUBLE DROP) FREIGHT RATE INCLUDING ALL PERMITS, PILOT CARS AND FUEL SURCHARGES. COSTS ARE ESTIMATED. CUSTOMER TO PAY ACTUAL COSTS AT THE TIME OF SHIPMENT. CUSTOMER IS RESPONSIBLE FOR UNLOADING.	2,200.00	2,200.00
Lead time is 12-14 weeks from the time we receive a confirmed order.			<b>TOTAL</b>	\$96,090.32

Bid / Contract conditions include the following: This Bid/Contract is subject to and incorporates Eagle Tanks, Inc. Terms of Purchaser and Limited Warranty. Eagle Tanks, Inc. will require a 50% down payment with confirmed order prior to starting project. The remainder is due and payable upon completion and before delivery unless other billings arrangements are approved by Eagle Tanks, Inc. in writing. Any alterations or deviations from the above specifications involving extra costs of material and / or labor will only be executed upon written order for the same, and will become an extra charge over the sum(s) mentioned in this Bid/contract. A finance charge of 1.5% per month, which is an annual percentage rate of 18%, and will be charged on all past due accounts. All credit cards purchases of 10k or more are subject to 3% processing fee. ALL AGREEMENTS MUST BE MADE IN WRITING

**ACCEPTANCE**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which signer agrees to pay the amount as specified above.

SIGNATURE \_\_\_\_\_

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

March 22, 2023

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**Agenda Title:** IGA with City of Gearhart for the Sheriff's Office to provide Augmented Law Enforcement Services  
**Category:** Consent Calendar  
**Presented By:** Matt Phillips, Sheriff

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**Issue Before the Commission:** IGA with the City of Gearhart for the Sheriff's Office to provide augmented law enforcement services while the City of Gearhart experiences police staffing shortages.

**Informational Summary:** The City of Gearhart has requested the Sheriff's Office to provide call response and limited patrol while their city experiences police staffing shortages. Currently Gearhart has one police officer who is on call 24/7 seven days a week. Gearhart is asking for assistance so that the one officer can receive time off and not be on call for such extended periods. The City of Gearhart is recruiting a new Chief of Police and one additional officer, once hired and trained the need for augmented services will dissipate.

The Sheriff's Office is able to provide this resource with current staff with both full-time and reserve deputies. The Sheriff's Office will modify one patrol zone so that assigned deputy will generally be within a 30 minute response time. The Sheriff's Office will provide the augmented services with resources on hand at the time of the calls. If overtime is required the City of Gearhart has agreed to reimburse for all overtime. The City of Gearhart will pay \$12,000 per month for the duration of the agreement for augmented services which will cover straight time personnel and material costs. If overtime is worked the City of Gearhart will reimburse for all overtime required to fulfill the agreement.

**Fiscal Impact:** No additional costs will be incurred by the Sheriff's Office in executing this Agreement as current resources will be used. City of Gearhart will reimburse at a rate of \$12,000 month.

**Requested Action:**

Approve and authorize the County Manager to sign and execute the IGA #C8266 and any amendments with the City of Gearhart.

## **Attachment List**

- A. Contract Review Worksheet
- B. IGA with the City of Gearhart C8266

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
CLATSOP COUNTY AND THE CITY OF GEARHART  
FOR LAW ENFORCEMENT SERVICES**

This Agreement is made by and between CLATSOP COUNTY, a political subdivision of the State of Oregon (“County”), the Clatsop County Sheriff (“Sheriff” or “Department”), and the CITY OF GEARHART, a municipal corporation (“City”). Collectively, the County, Sheriff, and City are referred to as the “Parties”.

**RECITALS**

**WHEREAS**, The City possesses the power and legal authority to provide law enforcement services within its incorporated City limits.

**WHEREAS**, the City desires to enter into a contract with the County and Sheriff whereby the Sheriff provides certain law enforcement services within the incorporated boundary of the City; and

**WHEREAS**, the Sheriff has the resources to provide those certain law enforcement services to the City; and

**WHEREAS**, the City and County acknowledge and agree that ORS 236.605 to 236.640 are applicable to the transfer of law enforcement services;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference.

2. Statutory Authority

2.1. Pursuant to ORS 190.010, a unit of local government may enter into a written agreement with any other unit of local government for the performance of any and all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

2.2. The Parties are units of local government, agencies, or officers, as defined in ORS 190.003.

2.3. Pursuant to ORS 190.030, the Parties intend that Clatsop County, the Clatsop County Sheriff’s Office, and their officers, agents, and employees are vested with all powers, rights and duties relating to the law enforcement services contemplated herein. Notwithstanding the foregoing, City shall take any and all steps necessary to transfer law enforcement authority or jurisdiction within the City limits so that the County has authority to provide law enforcement services within the City, including but not limited to amending local ordinances.

2.4. Pursuant to ORS 206.345, the Clatsop County Sheriff has authority to enter into Intergovernmental Agreements, jointly with the County. During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the Agreement, including full power and authority to arrest for violations of all duly enacted ordinances of the contracting City.

3. Effective Date/Term. This Agreement is effective upon execution by all Parties, and shall continue through June 30, 2023.

4. Duties of County and Sheriff

4.1. Law Enforcement Services: The Sheriff will augment law enforcement services within the City of Gearhart seven (7) days per week, on a 24-hour basis with on-duty deputies and within the resource limitations present at the time, on-call coverage will not be provided. The Sheriff may use DPSST field trained and certified deputies or Sworn solo status Reserve Deputies to augment services. The Parties acknowledge and agree that Deputies assigned to augment services in the City may take calls and patrol outside of the City within Zone 3 (Westlake south to County line and east on Hwy 26 to M.P. 10), as needed, at the Sheriff's discretion. Law enforcement services include:

4.1.1 Due to the limited nature and duration of the Agreement deputies will be responsible to investigate and enforce state crimes and violations as included in Oregon Revised Statutes, and respond to calls for service. Law enforcement services do not include enforcement of City or other local ordinances or rules. Deputies may respond to and take initial reports on City ordinance violations, however, the initial report will be forwarded to City officer(s) for follow-up and disposition;

4.1.2. Proactive patrol to prevent and deter criminal activity, and to provide police services for discretionary enhanced work, and special events as reasonably requested by the City.

4.2. Administrative Services. The County and Sheriff will provide administrative services as necessary to provide the law enforcement services as described herein.

4.3 Equipment. The County and Sheriff will supply all equipment necessary to perform the services described, including patrol vehicles, uniforms and related duty equipment, radios, and other similar equipment necessary for law enforcement purposes.

4.4 Municipal Court. Due to the limited nature and duration of the Agreement any action that must be cited into Municipal Court will be addressed by City officer(s). Deputies will enforce crimes and violations contained in Oregon Revised Statutes and cite into Clatsop County Circuit Court.

4.5 Misdemeanor and Felony Cases. The Sheriff will cite or book misdemeanor and felony cases in the normal course with the Clatsop County Circuit Court. To the extent

possible under state law, revenue from criminal charges arising within the incorporated City boundaries and cited to Clatsop County Circuit Court will be credited to the City.

4.6 Decision and Policy-Making Authorities. The Sheriff will make operational decisions and develop and implement policies related to the services provided herein. The City Manager will provide general guidance to the Sheriff's appointed management liaison, related to performance of this Agreement, enforcement priorities, City goals, involvement in City events, neighborhood meetings, and other discretionary special events.

4.7 Policies and Procedures. All deputies assigned to assist the City will be subject to County and Sheriff policy, procedure, and other regulations. The Sheriff will adopt policies and procedures as may be necessary to provide the services described herein.

5. City's Duties.

5.1 Payment of Costs. The City will reimburse the County for the County's costs to perform the services described herein, as described in Section 6, below.

5.2 Authority. The City confers municipal police authority to the County and Sheriff's Office to enforce City codes and ordinances within the incorporated City.

5.3 Prosecution. The City remains solely responsible for prosecution (i.e.: City Prosecutor) and adjudication (i.e.: Municipal Judge) of City ordinance/code violations, including, but not limited to traffic and civil code violations. The City remains solely responsible for administration of the Municipal Court. The City remains solely responsible for enforcement of City code, except as specifically provided otherwise in this Agreement.

5.4 City Officer Schedule. City will provide officer schedule at least 15 days prior each covered month. The Sheriff's Office, within its resources, will provide augmented services on the City officer's days off with the intent that the City officer will not be called out on days off.

5.5. Use of Office Space/License.

5.5.1 License. The City grants to the County and Sheriff, their officers, agents and employees, a license to enter upon, occupy and use the Property located at 698 Pacific St, Gearhart, Oregon (the "Property"). Except as otherwise specifically stated herein, the County's license is exclusive.

5.5.2 Permitted Use. County is permitted to use the Property as office and meeting space Monday through Sunday, 24 hours per day. The County may allow other law enforcement agencies to use the Property for law enforcement purposes.

5.5.3 Insurance. The City shall be responsible to insure the

Property and its contents.

5.5.4 Fee. There shall be no fee for the use of the Property. Consideration for use of the Property is the provision of the service contemplated by this Agreement.

5.5.5 Maintenance. Day to day general janitorial and maintenance services will be performed by the City. Any capital repairs or improvements will be the responsibility of the City.

6. Service Costs.

6.1. Initial Period. City will pay the County a fee for the services (base cost) provided hereunder, in an amount of \$12,000 per month. The Sheriff's Office will be available to respond to calls for service and conduct proactive patrol within the City, when City officer(s) are not on duty, approximately 120 hours/week. The Agreement does not require the County to provide a specific number of hours of proactive patrol within the City per week or other time period as provided for in Section 4.1. A.

6.2 Subsequent Periods. Service payments for subsequent periods will vary according to the service level adjustments, if any, and changes in actual costs, and will be agreed upon prior to July 1, 2023.

6.3 Overtime. The City will pay for all overtime incurred by the County in execution of this Agreement. The County, unless approved by the City, will not create overtime by assigning overtime deputies to augmented patrol. The Parties agree that appropriate overtime includes holdover caused by response, investigation, and or arrest duties performed and court attendance in furtherance of this Agreement.

6.4 Discretionary Enhanced Work, and Special Events. The City will pay for straight time, and overtime paid by the County to respond to a request for discretionary enhanced work or special events. Responding to these City requests shall be treated as a response for assistance by another jurisdiction, with the responsibility for payment falling on that jurisdiction. City will not be billed for responding to the City as part of mutual aid that would normally be provided between the City and County. Providing normal "back-up" or support to officers as well as mutual aid will be continued under traditional practices.

6.5 Response During a Disaster. If the City experiences a disaster or unusual occurrence and overtime is requested by the City to respond, overtime paid by the County to respond will be billable at the actual overtime rate of the deputy(ies) on duty. The City will be responsible for seeking available reimbursement from FEMA or OEM, unless the County is otherwise required to do so.

6.6 Payment Methodology. The Sheriff's Office will present an invoice within 15 days after the end of each month that services are provided. The invoice will provide the base cost and any overtime worked.

6.6.1 Actual Increases Paid. City acknowledges that fee increases will include actual increases in County costs due to salaries, benefits, materials and supplies, capital expenditures, personnel services, and administrative allocation charges.

6.7 Recording Keeping. County will accurately record and track all calls for service, and overtime hours incurred and provide such when requested by the City pursuant to the above sections.

6.8 Roll up of Employment Costs. For purposes of this Agreement, anywhere the Parties are required to pay employee salaries, overtime, or transfer costs, the rate of pay is inclusive of payroll costs, including employer required PERS contributions and employee PERS "pick-up", FICA, and workers' compensation.

## 7. Miscellaneous

7.1. Reports, Audits and Inspections. On a monthly basis, the City will receive monthly reports including calls for service, overtime hours incurred beyond a regular schedule shift or otherwise reasonably requested. The records and documents related to all aspects of this Agreement are subject to inspection, review and audit by either party during the term of the Agreement and up to five years thereafter, subject to all applicable public record disclosure exemptions.

7.2 Decision and Policy Making Authorities. The Sheriff's Office will provide services to the City as provided in this Agreement with the understanding that the City Manager will coordinate either directly with the Sheriff or his/her designee, on a regular basis, to identify preferred areas of patrol or special activities needing particular attention, including but not limited to: neighborhood meetings, town halls, local promotional programs for law enforcement or City needs, school related matters, etc.

7.3. Independent Contractor. County is performing duties as an independent contractor. Nothing herein shall be construed as creating a relationship of employer and employee, or principal and agents, between City and County or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Agreement. County employees assigned to provided services under this agreement are not City employees.

7.4 Dispute Resolution. The Parties agree to engage in good faith negotiations to resolve disagreement regarding performance issues, changes in expectations, cost related matters, or any other dispute arising out of this Agreement.

7.5. Non-discrimination. The Parties certify they are Equal Opportunity Employers and comply with all applicable federal, state and local laws, as well as rules and regulations not to discriminate on the basis of race, gender, ethnic background, national origin, religion, sexual orientation, marital status, age, disability, or status as a veteran.

7.6 Public Records and Media Contact. The Sheriff will follow County and Sheriff's Office protocol for release of information to the media or public consistent with Public Records laws. The Sheriff will provide timely information to City Officials about the status of major incidents. The City will consult with the Sheriff's Office prior to providing public statements regarding law enforcement cases or major incidents occurring within the City.

7.7. Indemnification. The intent of this provision is that each party is responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

7.7.1. County Hold Harmless. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by an reason of or arising out of any act or omission of the City, its officers, agents and employees relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based on such a claim, action, loss or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of government or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or jointly against the City and County and their respective officers, agents and employees, the City will satisfy the same. City will secure and maintain throughout the terms of this agreement comprehensive liability insurance in the amount of \$2,000,000 for City, its officers, employees and agents and naming Clatsop County as an additional insured. City agrees to fully indemnify and defend Clatsop County, its officers, agents, employees and assigns against any action, suit or proceeding currently pending against the City, any city officer, employee or agent, specifically including any City police officer, provided however that this provision shall not apply to any cases where County or County employees are named in the action as a result of their own acts or omissions.

City agrees to fully indemnify and defend Clatsop County for any action brought against Clatsop County for City liability whether prior to the effective date of this Agreement or otherwise, including, but not limited to claims or obligations arising out of Oregon Workers' Compensation laws and regulations. It is the intent of this provision that the City remain responsible for any civil action or proceeding against or by a transferred employee if the incident giving rise to the action occurred prior to the officer being transferred under the terms of this agreement.

7.7.2. City Hold Harmless. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by an reason of or arising out of any act or omission of the County, its officers, agents and employees relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based on such a claim, action, loss or damages is brought against the City, the County shall defend the same as its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of government or public law is involved; and if final judgment be rendered against the City, and its officers, agents, and employees, or jointly against the City and County and their respective officers, agents and employees, the County will satisfy the same. County will secure and maintain throughout the terms of this agreement comprehensive liability insurance in the amount of \$2,000,000 for the County, its officers, employees and agents and naming the City of Gearhart as an additional insured.

County agrees to fully indemnify and defend City, its officers, employees and assigns against any action, suit or proceeding currently pending against the County, any, employee or agent, specifically including any County officer, provided however that this provision shall not apply to any cases where City or City employees are named in the action as a result of their own acts or omissions.

7.7.3. Liability related to City Ordinances, Rules and Regulations. The County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City will defend the enforceability and/or validity of the ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County or a County officer, agent, employee as a result of enforcement of such rule, the City will satisfy the same, including all chargeable costs and reasonable attorney fees, if applicable. If a claim, suit, administrative proceeding or action determines that the City policy or ordinance is unconstitutional and/or violates a person's legal rights, the City will indemnify the County and any involved officer, agent or employee for damages attributable to the claim. The City's defense and indemnification of an individual County employee involved in this claim will be in accordance with ORS 30.285. The City will be liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation.

7.8. Governing Law, Venue, Attorney Fees. This Agreement is governed by and construed in accordance with Oregon law, without regard to the principles of conflicts of law. Any claim, suit, or legal action arising from the terms of this agreement will be brought forth and conducted in Clatsop County Circuit Court, unless otherwise brought forth under the jurisdiction of the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees. Nothing in this

Agreement precludes the mutual agreement for resolution through alternative dispute resolution, mediation or binding arbitration.

7.9. Non-Appropriations. In the event the City Council reduces, changes, eliminates or otherwise modifies funding for this Agreement, then City may terminate this Agreement, in whole or in part, subject to Section 8.13 of this agreement and with written notice to the County Board of Commissioners and the Sheriff. This Agreement is subject to the appropriation of funds by the County, and/or receipt of funds from state or federal sources. In the event sufficient funds are not appropriated and/or received by the County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 8.13 herein. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with Article XI, Section 10 are deemed inoperative to that extent.

7.10. Amendments and Written Notices. This Agreement may be amended at any time by mutual written Agreement of the City by City Council and the County by the Board of Commissioners and the County Sheriff. Any notice of change, termination, or other communication having a material effect on this Agreement will be provided either by hand delivery or certified/registered paid U.S. mail to the Clatsop County Sheriff and Board of County Commissioners, on behalf of the County, or City Council and City Administrator, on behalf of the City, at the following addresses:

For Sheriff/County:

Clatsop County Sheriff  
1190 SE 19<sup>th</sup> St  
Warrenton, OR 97146

Board of County Commissioners  
800 Exchange St. Ste 410  
Astoria, OR 97103

For City:

City of Gearhart City  
City Manager  
PO Box 2510  
Gearhart, Oregon 97138

Gearhart City Council  
PO Box 2510  
Gearhart, OR 97138

8.11. Force Majeure. Neither party will be held responsible for delay, default cause by fire, riot, acts of God, terrorism or acts of war where such cause was beyond reasonable control.

8.12. No Third Party Beneficiaries. The City, County and Sheriff are the only parties to this Agreement and the only parties entitled to enforce its terms. Nothing in this Agreement is intended to convey or provide to any third party any benefit or right unless specifically named as intended beneficiaries in this Agreement.

8.13. Termination. Either party may terminate this Agreement for any reason by giving 60 day written notice to the other party.

8.14. No Assignment. Neither the County, Sheriff, nor City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder.

8.15. Sole Agreement and Warranties. This Agreement, including its exhibits contains all of the agreements of the Parties with respect to any matter agreed hereto. Any prior agreements, promises, negotiations or representation of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no force or effect. If any of the provisions contained in this Agreement are determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

8.16. Time of the Essence. Parties agree that time is of the essence in the performance of this Agreement.

8.17. No Waiver. Waiver of any default will not be considered to be a waiver for any subsequent default. Waiver or breach of any provision of this Agreement will not be considered to be waiver of any other or subsequent breach and will not be considered to be a modification of the terms of the Agreement.

8.18. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the County, and the Sheriff.

8.19. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

8.20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

8.21. Other Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including but not limited to participation under existing IGAs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below:

**CLATSOP COUNTY SHERIFF**

**BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON**

By: \_\_\_\_\_  
Matthew Phillips, Sheriff

By: \_\_\_\_\_  
Mark Kujala, Chair

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

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

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

**CITY OF GEARHART:**

By: \_\_\_\_\_  
Chad Sweet, City Manager

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

Appendices

Appendix "A" - County Cost Assessment 2022-23

### Appendix "A"

These costs reflect full hourly rates for which fringe benefits and all employer related expenses are included. This table should be used for assessing cost for diverted services or services hired for specific private events or by private parties.						
	2022/23					
Straight Time Deputy	\$66.81					
Overtime Deputy	\$80.03					
Straight Time Sergeant	\$88.06					
Overtime Sergeant	\$111.04					
Straight Time Record & CHL Spec.	\$52.90					
Overtime Record & CHL Spec.	\$58.73					
Straight Acct II/Evid/Civil/Corr Te	\$59.80					
OT Acct II/Evid/Civil/Corr Tech.	\$69.08					
Senior Admin Supervisor	\$72.72					
Lieutenant	\$103.54					
Undersheriff	\$116.88					
Straight Time Reserve	\$28.26					
Overtime Reserve	\$42.39					
Volunteer Rate	\$29.95					
Patrol Vehicle	Vehicle Rent-\$25+federal mileage rate					
Command Post Set up	\$200					
Command Post/add days	\$200					
Other equipment	Actual Cost					