



CLATSOP COUNTY
BOARD OF COMMISSIONERS AGENDA WORK
SESSION & REGULAR MEETING
JUDGE GUY BOYINGTON BUILDING, 857
COMMERCIAL ST., ASTORIA

Wednesday, July 26, 2023

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

CONTACT:

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

www.co.clatsop.or.us

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

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 841 3630 8054
Passcode: 045560

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 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.

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.](#) MAC Group – Homelessness Emergency Declaration Update {30 min} {Page 3}
- [2.](#) ARPA Funding – Infrastructure Investment {5 min} {Page 16}

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

3. United States Coast Guard Month Proclamation {Page 18}

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. Contract for cleaning pipes, tanks and vaults at the Westport Sewer Treatment Plant {Page 21}
- 5. Contract with CBH for drug counseling services in the jail {Page 29}
- 6. IGA with City of Gearhart for the Sheriff's Office to provide augmented law enforcement services {Page 33}
- 7. Inland Electric, Inc. On-Call Contract {Page 46}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

GOOD OF THE ORDER

ADJOURNMENT

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

Agenda packets also available online at 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

WORK SESSION AGENDA ITEM SUMMARY

July 26, 2023

Topic: MAC Group – Homelessness Emergency Declaration Update
Presented By: Don Bohn, County Manager
Elissa Gertler, Housing Manager

Informational Summary: Staff will be presenting an update on the current status of the Clatsop County MAC Group and the community plan submitted in response to the Homelessness Emergency Declaration “Balance of the State” funding.

Attachment List

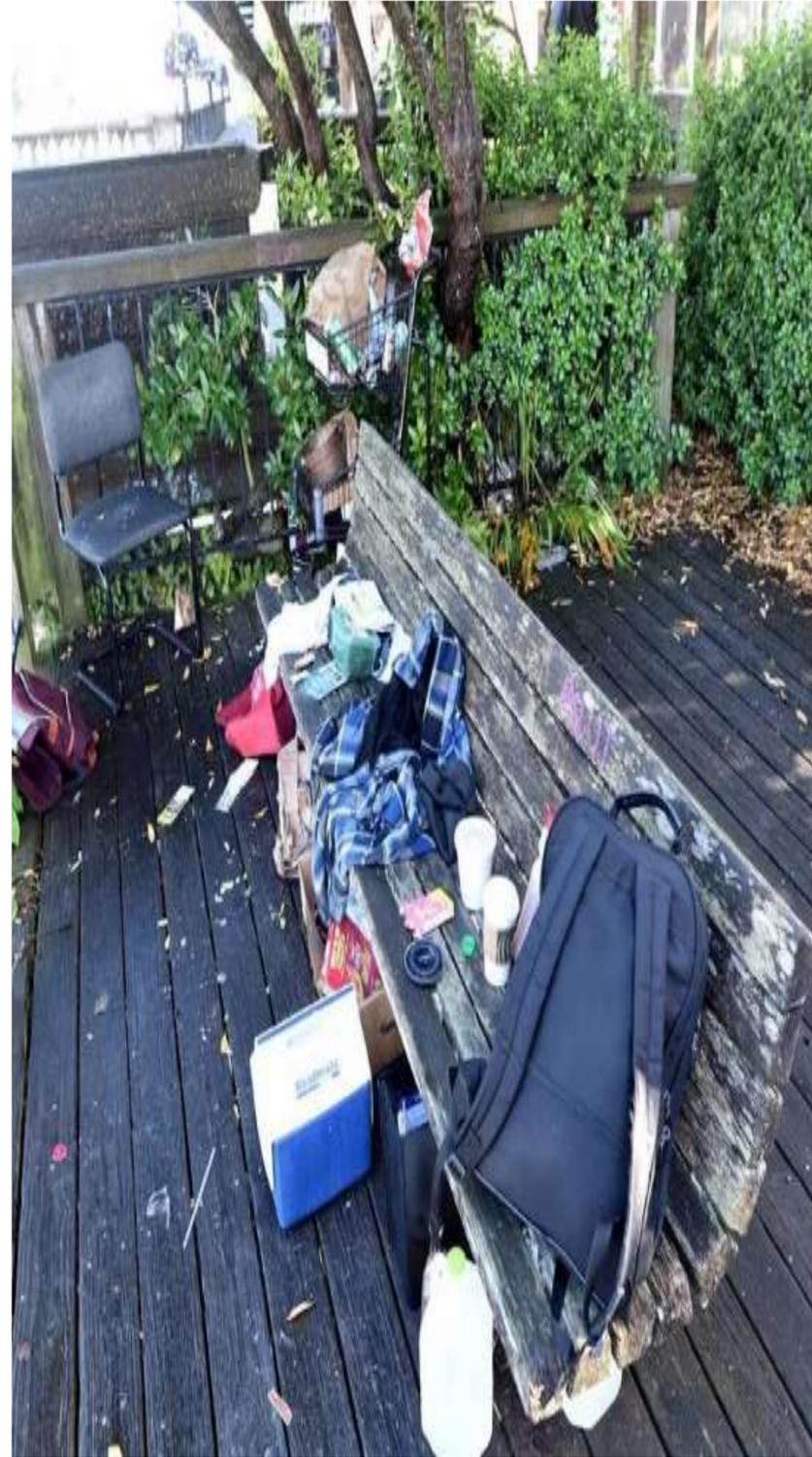
A. MAC Group Powerpoint



Clatsop County MAC Group

Presented by
Don Bohn &
Elissa Gertler

Date:
July 26, 2023



Executive Order No. 23-02 – January 10, 2023



- 11 mostly urban “continuum of care” counties allocated \$126.5M
- BCC declared an emergency and submitted it to the Governor
- No financial resources came with Clatsop County’s declaration
- “Balance of the State” – 25 counties were allocated \$24.1M
- The state is using an Incident Management Structure so counties are required to establish a MAC group



MAC Group Participants

Clatsop Community Action*

Harbor*

NWOHA

Clatsop Behavioral Healthcare*

Helping Hands*

City of Astoria*
City of Cannon Beach
City of Gearhart
City of Seaside*
City of Warrenton*

Columbia Memorial Hospital*

LiFEBoat Services*

Providence Seaside Hospital*



Executive Order No. 23-02 – Governor's Goals



- **Prevent homelessness** for at least 8,750 households statewide
- **Increase shelter capacity** in emergency areas by 600 units
- **Re-house** at least 1,200 **households** statewide this year



MAC DRAFT PLAN

**Street Outreach -
\$175,000**

**Rapid Re-housing
\$2,901,000**

**Emergency Shelter
\$3,891,500**

**HMIS (data collection)
\$104,500**

Administration \$981,840

Clatsop County Community Plan

Clatsop County - Administration

Clatsop Community Action –

Administration

Emergency Shelter - Approx. 35 / 15 beds

Rapid Re-housing

Harbor –

Administration

Emergency Shelter – Approx. 23 beds

Rapid Re-housing

LiFEBoat Servies –

Administration

Emergency Shelter – Approx. 22 Beds

Rapid Re-housing

**Proposed
Balance of
State Funding
\$1,520,762**

Administration - \$228,114

Rapid Re-Housing - \$1,292,647

Rapid re-housing **provides short-term rental assistance and services**. The goals are to help people **obtain housing quickly**, increase self-sufficiency, and **stay housed**.



PLAN REVISIONS

Based on the \$1.5M the state will be allocating to Clatsop County the MAC Group have begun making revisions to the DRAFT Community Plan.





What's on the Horizon

Many Community partners have other projects that are also moving forward in various stages:

- Red Lion – Seaside
- Esperanza Village – Seaside
- Helping Hands – Seaside
- LiFEBoat – Astoria
- Iron Tribe Network
- Clatsop Behavioral Healthcare – PSH
- Copeland Commons - Astoria



Community ROCKit





QUESTIONS?

Presented by
Don Bohn &
Elissa Gertler

Date:
July 26, 2023

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

July 26, 2023

Topic: ARPA Funding – Infrastructure Investment
Presented By: Don Bohn, County Manager

**Informational
Summary:**

The ARPA Funding Concept Plan was designed to flexibly respond to emerging opportunities over the course of the funding period (ending December 31, 2024).

The attached spreadsheet highlights categorical federal funding guidelines and the allocations (per fiscal year) for specific projects/efforts. The most fluid element of the funding concept plan is category #4 – Investments in water, sewer, or broadband infrastructure.

Staff will be presenting two additional infrastructure funding opportunities related to:

- Warrenton Infrastructure requirements to facilitate housing development (suggested allocation: \$250,000)
- Knappa School District water infrastructure improvement (sprinkler system) (suggested allocation \$150,000)

Attachment List

- A. ARPA Funding Concept Plan with suggested infrastructure additions

Clatsop County's **Estimated** American Rescue Plan Act Funding Allocations (Updated 7/13/23)

Federal Guidelines	Category	Year 1 (FY 21-22)	Year 2 (FY 22-23)	Year 3 (FY 23-24)	Year 4 (FY 24-25)	Total	Spent-To-Date (6/9/23)
#1 Respond to the Coronavirus health impacts or economic impacts including assistance to households, small businesses, non-profits, and impacted industries including hospitality, travel, and tourism	Economic Development (SBDC funding)	\$ -	\$ 162,500	\$ 120,000	\$ 120,000	\$ 402,500	\$ 162,500
	Child Care Initiatives	\$ -	\$ 200,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 200,000
	Navigation Center Support	\$ 70,000	\$ 70,000	\$ 70,000	\$ 50,000	\$ 260,000	\$ 70,000
	Emergency Shelter System Support	\$ 100,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,000,000	\$ 100,000
	Other Non-profit Support	\$ 100,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 260,000	\$ 150,000
	Mental Health Crisis Response (CBH)	\$ 80,000	\$ 160,000	\$ 160,000	\$ 80,000	\$ 480,000	\$ 240,000
	Enhanced Mental Health Services (Jail)	\$ -	\$ 25,000	\$ 88,800	\$ 88,800	\$ 202,600	\$ -
	Affordable Housing Development	\$ -	\$ 75,000	\$ 125,000	\$ 125,000	\$ 325,000	\$ 75,000
	Affordable Housing Grants (predevelopment)	\$ -	\$ 150,000	\$ 100,000	\$ 100,000	\$ 350,000	\$ -
		\$ 350,000	\$ 1,202,500	\$ 1,163,800	\$ 1,063,800	\$ 3,780,100	\$ 997,500
#2 Provide premium pay for essential workers up to \$13 an hour with an annual cap of \$25,000	N/A					\$ -	\$ -
#3 Cover for lost revenue in providing services	Invest in Public Health Infrastructure	\$ 350,000	\$ 375,000	\$ 350,000	\$ 350,000	\$ 1,425,000	\$ 725,000
	Jewell School Based Health Center	\$ -	\$ 125,000	\$ 125,000	\$ -	\$ 250,000	\$ 93,750
	County Facility Space Planning	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
	Emergency Preparedness/Resiliency	\$ 26,000	\$ 76,800	\$ -	\$ -	\$ 102,800	\$ 59,696
		\$ 526,000	\$ 576,800	\$ 475,000	\$ 350,000	\$ 1,927,800	\$ 1,028,446
#4 Make investments in water, sewer, or broadband infrastructure	Rural Internet/Comms Accessibility & Enhancement	\$ 525,000	\$ -	\$ 150,000	\$ -	\$ 675,000	\$ 525,000
	Water Assessment - Clatsop Plains	\$ 25,000	\$ -	\$ 50,000	\$ 50,000	\$ 125,000	\$ 25,000
	County-Wide Septage	\$ -	\$ -	\$ 360,000	\$ -	\$ 360,000	\$ -
	Anaerobic Biodigester Feasibility	\$ 30,000	\$ 30,000	\$ 75,000	\$ -	\$ 135,000	\$ 55,000
	Warrenton Infrastructure Development	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -
	Knappa School Infrastructure	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -
	Westport Sewer District Improvements	\$ 170,000	\$ 130,000	\$ -	\$ -	\$ 300,000	\$ 170,000
		\$ 750,000	\$ 160,000	\$ 1,035,000	\$ 50,000	\$ 1,995,000	\$ 775,000

Year 1-4 Funding Totals	\$ 1,626,000	\$ 1,939,300	\$ 2,673,800	\$ 1,463,800	\$ 7,702,900	\$ 2,800,946
	Contingency				\$ 110,140	\$ -
	Clatsop County's Total ARPA Funding				\$ 7,813,040	\$ 2,800,946
LATCF Funding	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 100,000	\$ -

*ARPA Funding = \$7,813,040

*LATCF Funding = \$100,000

Note - Funding must be expended/under contract by 12/31/2024

Total Funding	\$ 7,913,040	\$ 2,800,946
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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 26, 2023

Agenda Title: United States Coast Guard Month Proclamation
Category: Proclamation
Presented By: CAPT M. Scott Jackson, Commanding Officer, USCG Air Station Astoria

Issue Before the Commission: Proclaiming August as United States Coast Guard Month

Informational Summary: August 4, 2023 marks the 233rd birthday of the US Coast Guard.

The USCG is one of the oldest organizations of the federal government. It was established in 1790 by Alexander Hamilton to enforce federal tariff and trade laws and to prevent smuggling.

Clatsop County has provided a home for the USCG since 1915 as part of the US Coast Guard's 13th District. As home to Sector Columbia River, Air Station Astoria, Base Astoria, CGC Alert, CGC Steadfast, and CGC Elm, the City of Astoria is a designated Coast Guard City.

The people serving locally in the Coast Guard contribute many intangible benefits to the local community in addition to the services they provide. They are our neighbors, our friends, and role models and mentors for our young people.

We wish the United States Coast Guard a Happy 233rd Birthday.

Fiscal Impact: None.

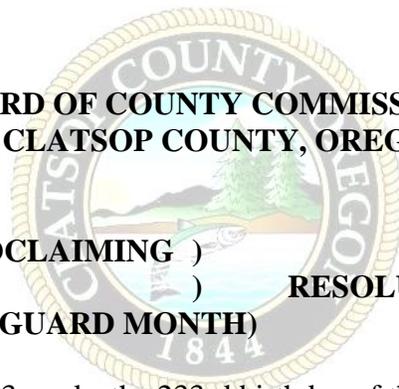
Requested Action:

Approve Resolution and Order proclaiming August 2023 as United States Coast Guard Month and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

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



**IN THE MATTER OF PROCLAIMING)
AUGUST TO BE) RESOLUTION AND ORDER
UNITED STATES COAST GUARD MONTH)**

WHEREAS, August 4, 2023 marks the 233rd birthday of the US Coast Guard; and

WHEREAS, The Coast Guard is one of the oldest organizations of the federal government. Established in 1790; and

WHEREAS, the Citizens of Clatsop County, Oregon share a rich history with the United States Coast Guard and have provided a home for the Coast Guard since 1915; and

WHEREAS, Clatsop County is part of the US Coast Guard’s 13th District and Sector Columbia River; and

WHEREAS, US Coast Guard Sector Columbia River and Air Station Astoria conduct life-saving operations across the entire Pacific Northwest; and

WHEREAS, the Cities of Astoria and Warrenton serve as home to US Coast Guard Air Station Astoria, Coast Guard Base Astoria, and the Coast Guard Cutters Alert, Steadfast, and Elm; and

WHEREAS, the designation of the City of Astoria in Clatsop County as a Coast Guard City was renewed in 2021; and

WHEREAS, we are stronger because of the dedication and support we receive from the United States Coast Guard; and

WHEREAS, the people of the Coast Guard contribute many intangible benefits to the local community in addition to the services they provide. They are our neighbors, our friends, as well as role models and mentors for our young people.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Clatsop County Board of Commissioners wishes the United States Coast Guard a Happy 233rd Birthday and does hereby proclaim August 2023 as

“UNITED STATES COAST GUARD MONTH”

in Clatsop County and invites all community members to join in this observance honoring the dedication and service of the men and women in the US Coast Guard in our Community.

DATED this 26 day of July, 2023

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

Board Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 26, 2023

Agenda Title: Contract for cleaning pipes, tanks and vaults at the Westport Sewer Treatment Plant

Category: Consent Calendar

Presented By: Dean Keranen, County Engineer

Issue Before the Commission: Approval of contract with River City Environmental, Inc. for the cleaning of pipes, tanks and vaults at the Westport Sewer Treatment Plant.

Informational Summary: The Westport Sewer Treatment plant needs cleaning to remove the sludge buildup that has occurred over time. This contract is for the cleaning of the pipes, tanks and vaults at the plant. This work was initially described at the May 9, 2022 Board of Commissioners work session and the contract was previously awarded but the company did not complete the cleaning.

A new request for quotes was posted on the County's website and emailed to eight different vendors who do this type of work. Staff received 4 quotes of which River City Environmental, Inc. was the lowest aside from a bid that was disqualified as it did not provide costs for disposal which roughly half of the cost for this type of work.

There is a separate contract for the cleaning of the filters within the filter pods at the plant and this request for quotes contained an option to clean out the bottoms of the filter pods following those filter cleanings. This option is being exercised with this contract.

Fiscal Impact: The total cost is \$89,055.00 and is budgeted in the Westport Sewer Equipment Fund.

Requested Action:

Approve the contract with River City Environmental, Inc. in the amount of \$89,055.00 for the cleaning of pipes, tanks and vaults at the Westport Sewer Treatment Plant and authorize the County Manager to sign the contract and any amendments.

Attachment List

A. Contract



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8424

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and River City Environmental, Inc. ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$89,055.00 to be paid to Contractor by County, Contractor agrees to perform between date of execution and September 30, 2023, inclusive, the following specific personal and/or professional services:

Cleaning of the vaults, pipes, manholes and Advantex filter pods at the Westport Sewer Service District treatment plant located in Westport Oregon as described in the request for quotes and quotation sheet in the attached Exhibit A.

Payment Terms: Payment within 30 days of receipt of invoice and approval of work.

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.

- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel)

_____ (Contractor's Initials) *mlw*

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

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

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such

decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

 06.30.2023

Signature Date

Mick Wheeler

Printed Name

Contracts Manager

Title

P.O. Box 30087

Address

Portland, Oregon, 97294

City State Zip

City State Zip



Clatsop County

Public Works

1100 Olney Ave.
Astoria, OR 97103
Ph: (503) 325-8631 \ Fax: (503) 325-9312
www.co.clatsop.or.us

June 13, 2023

Request for Quotes for Westport Sewer Plant Cleaning and Material Disposal

Clatsop County Public Works is requesting quotes for line jetting of multiple lines and cleaning of several manholes, tanks and vaults at the Westport Sewer Treatment Plant located at 91291 Westport Boat Ramp Road in Westport, Oregon. Please see the attached plans that coincide with the description of work below.

Scope of Work:

- Cleaning/vactoring of (1) the filter vault, (2) the influent manhole, (3) the recirculation tank, (4) the dosing pump vault, (5) the flow splitter manhole, and (6) the effluent manhole. The cleaning operation is to include the physical removal of all floating material, bottom sediment, grit, sludge and materials that have collected on the bottom of said structures. The numbers in this description correspond to red numbers on the attached plans. Sludge depths were measured and are as follows:
 1. The sludge depth at the Influent Manhole on the west side of the influent tank was 3.5 feet and was very dense.
 2. The sludge depth on the East side of the recirculation tank was 3.5 feet and was also dense.
 3. The sludge depth in the flow splitter manhole depth was 2 feet and the bottom foot seemed to be lime. Lime that was put into the system at this location appeared to have thickened the sludge and make it hard to penetrate with the sludge sampler.
- Remove debris in sewer lines by means of hydro jetting and vactoring. Jetting shall include the 24" concrete line (A) from the flow splitter manhole to the effluent manhole, the 15" pvc line (B) from the flow splitter manhole to the influent manhole and the 18" line (C) from the dosing pump vault to the recirculation tank. Please see the attached plans for plan and cross section pages of the system. The letters in this description correspond to red letters on the attached plans.
-
- Optional work at the discretion of the County: Vactoring of the Advantex filter pods, There are 24 pods total and they will likely be cleaned 12 at a time. The filters within the pods are proposed to be cleaned by Orenco who is the manufacturer of the system. Once they are finished the cleaning the filters, the filters within the pods or possibly just portions of the filters within the pods will need to be removed and the sludge on the bottom of each pod vactored out. It may be possible to remove filters at each end and wash the sludge to the other end to be vactored but this has not been attempted by the Sewer District staff. All removed filters must be replaced back into the pods.

Individual pods may be taken out of service prior to the work to allow the filters to dry to reduce the weight. Attached are diagrams and pictures of the pods. It is anticipated that the bottoms of the pods will be completely full of sludge at the completion of the filter cleaning.

- All material collected shall be removed from the site and legally disposed of.
- The plant must remain in operation and there is no ability to stop existing flows for the cleaning operations.
- Contractor shall furnish all labor, equipment, and materials necessary to complete work in accordance with this request and the terms of the contract.
- The selected contractor for the project will be responsible for site safety in its entirety.
- Contractor will comply with all OSHA safety guidelines.
- Work must be completed by September 30, 2023.

The County has calculated 4,095 cubic feet of sludge in the bottoms of the tanks and vaults at the plant. Converting this to gallons is 30,630 gallons of sludge not accounting for any additional liquids that would also get pumped out during the process or any additional water added to assist in sludge removal. The contractor will need to calculate the quantity of liquids and solids (assuming that the sludge will be dewatered in a vacuum truck) and input that number into the quotation sheet. There was a previous contractor estimate of 20 tons of sludge and 55,000 gallons of liquid but the County does not have the expertise to verify these calculations.

With the use of dosing pumps along with an extra effluent pump routed through a UV unit, the County should be able to lower the liquid levels in the recirculation tank and dosing vault. There is a possibility that this could be used on other tanks if needed. The plant effluent pumps can be used to lower the liquid level in the effluent pump station and the 24" concrete line.

Potential bidders are invited and encouraged to tour the treatment plant site to assess the conditions in order to come up with a plan to accomplish the work. Current incoming plant flows are 12,000 to 15,000 gallons per day which should be accounted for in the proposed work plan. The plant is a secure site so please coordinate all visits with the County Engineer.

Quotes will be accepted via USPS, fax and/or email until 2:00 p.m. June 28th, 2023. Selected contractor will be required to sign a contract with the County and will need to provide proof of insurance.

Thank you for taking the time to offer a quote.

Dean Keranen, PE
County Engineer
Clatsop County Public Works
1100 Olney Ave Astoria, Oregon 97103
Office: 503-325-8631
dkeranen@clatsopcounty.gov

WESTPORT SEWER PLANT QUOTATION SHEET

Required Work					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
A	Jetting/Vactoring Line A	1	LS	\$4,005.00	\$4,005.00
B	Jetting/Vactoring Line B	1	LS	\$4,005.00	\$4,005.00
C	Jetting/Vactoring Line C	1	LS	\$4,005.00	\$4,005.00
1	Cleaning Filter Vault	1	LS	\$4,005.00	\$4,005.00
2	Cleaning Influent Manhole	1	LS	\$4,005.00	\$4,005.00
3	Cleaning Recirculation Tank	1	LS	\$4,005.00	\$4,005.00
4	Cleaning Dosing Vault	1	LS	\$4,005.00	\$4,005.00
5	Cleaning Flow Splitter MH	1	LS	\$4,005.00	\$4,005.00
L	Liquids Disposal	55,500	Gallons	\$0.49	\$27,195.00
S	Solids Disposal	20	Tons	\$165.00	\$3,300.00
Grand Total:					\$62,535.00

Optional Work at the Discretion of the County					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
O	Vactoring of solids from the bottom of the Advantex Filter pods including disposal	24	EA	\$1,105.00	\$26,520.00
Grand Total:					\$26,520.00

COMPANY NAME: River City Environmental Inc.
 ADDRESS: PO Box 30087 Portland, Oregon 97294
 PHONE: 503-252-6144
 FAX: _____
 EMAIL: randy.legler@rivercityusa.com
 SIGNATURE: *Randy Legler*
 DATE: 6/21/23
 NAME/TITLE: Randy Legler Senior Project Manager

With this quotation sheet, please provide a statement of qualifications identifying similar projects as they relate to the capabilities of the primary firm and any subconsultants to provide the requested services.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 26, 2023

Agenda Title: Contract with CBH for drug counseling services in the jail.
Category: Consent Calendar
Presented By: Matt Phillips, Sheriff

Issue Before the Commission: Request of authorization for County Manager to sign professional services agreement C8425 between County and Clatsop Behavioral Health for a total not to exceed \$50,000.

Informational Summary: This professional services agreement will provide a .5 FTE Certified Alcohol and Drug Counselor (CADC) in the Clatsop County Jail. The CADC will support the Medication Assisted Treatment (MAT) program in the jail, as well as provide substance abuse counseling services to other Adults in Custody.

Fiscal Impact: \$50,000.00 This program is budgeted in the 2023/24 fiscal year using ARPA dollars. With the arrival of opioid settlement money, I propose funds for this program be drawn from that revenue source.

Requested Action:

Approve contract with Clatsop Behavioral Healthcare in the amount of \$50,000 and authorize County Manager to sign any amendments.

Attachment List

- A. Contract



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. 8425

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and **Clatsop Behavior Healthcare** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$50,000.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **06/30/2024**, inclusive, the following specific personal and/or professional services:

Provide .5 FTE (20 hours per week) CADC clinician services in the Clatsop County Jail. Clinician will support Medication Assisted Treatment (MAT) program and provide counseling services to adults in custody with substance abuse disorder for a monthly fee of \$3987.50.

Payment Terms: *Monthly*

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

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

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:



Signature Date
Executive Director

Title
65 N Highway 101, Suite 204

Address

City State Zip

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 26, 2023

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

Issue Before the Commission: IGA with the City of Gearhart to continue providing augmented law enforcement services.

Informational Summary: At the March 22, 2023 meeting your board approved an IGA between the City and the County to provide augmented law enforcement services while the police had staffing shortages and the department recruited a chief of police. The IGA ended 06/31/2023.

During the time of the agreement, both the City and the County received many positive comments and support from the citizens and visitors of Gearhart. The Sheriff's Office additionally supported the City in conducting the background investigation for their new Chief of Police, Josh Gregory, who began on July 3rd.

The Chief and the City wish to continue the augmented law enforcement services at a reduced capacity and rate while they recruit and train their third officer. Recruitment and hire can take as long as three months and the wait for the 4-month academy currently hovers around 6 months.

This agreement, with duration through December of 2024, is intended to be flexible to the needs of both the City and the Sheriff's Office as circumstances change. The hours of provided coverage are approximately half of the previous agreement and the fee is accordingly reduced to \$6000.00 per month from \$12,000 per month.

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 the rate of \$6,000/month.

Requested Action:

Approve and Authorize the County Manager to sign and execute the IGA #C8436 and any amendments with the City of Gearhart.

Attachment List

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

**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 **December 31, 2024.**

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 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.

5.3 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. The intent is that the City officer will not be called out on days off unless there is a major event that occurs in the City.

5.4. Use of Office Space/License.

5.4.1 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.

5.4.2 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.

5.4.3 Insurance. The City shall be responsible to insure the Property and its contents.

5.4.4 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.

5.4.5 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 \$6,000 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 80 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.

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 January 1, 2024.

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 any 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 19th 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 30 day written notice to the other party, unless both parties agree to terminate the agreement at any time.

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 by 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 D. Phillips
Matthew Phillips, Sheriff

Date: 7/7/2023

By: _____
Mark Kujala, Chair

Date: _____

Approved as to form

By: _____
Office of County Counsel

CITY OF GEARHART:

By: [Signature]
Chad Sweet, City Manager

Date: 7/7/23

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		

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 26, 2023

Agenda Title: Inland Electric, Inc. On-Call Contract
Category: Consent Calendar
Presented By: Chris Martin, Facilities Manager

Issue Before the Commission: Contract Amendment – Inland Electric, Inc.

Informational Summary: During the 2022-23 FY the County contracted with Inland Electric, Inc. for on-call electrical services. During this time the county took ownership of the Columbia Inn through Project Turnkey and Inland Electric was immediately available to begin working on necessary capital improvements for the conversion of the motel to a shelter.

In addition to various lighting and fan installation improvements, Inland provided the installation of the fire alarm system which is a requirement to utilize the facility as a year-round shelter.

In error, staff utilized the existing on-call contract rather than creating a new contract under ORS 279B.080 to avoid over extending contract authority on the existing on-call contract.

Staff is asking that your Board authorize the County Manager to sign the amendment increasing contract authority by \$9,100 for a total contract amount of \$38,600 and extending the expiration date to August 31, 2023 to process any outstanding invoices that occurred under this contract through June 30, 2023.

Fiscal Impact: The amendment of \$9,100 is a reimbursable expense through the OHCS Project Turnkey funding.

Requested Action:

Authorize the County Manager to sign the amendment with Inland Electric, Inc. for a total contract amount of \$38,600 and extend the expiration date to August 31, 2023.

Attachment List

- A. Amendment #1 Contract #C8013
- B. 2022 – 2023 C8013 On-Call Services contract with Inland Electric, Inc.

Contract Amendment #1

Contract C8013

Amendment to On-Call Contract for Inland Electric, Inc for On-Call Electrical Services.

Clatsop County and Inland Electric, Inc. agree to the following changes to the Contract:

The Contract completion will increase by 2 months, the date for completion is now August 31, 2023.

The contract sum will change by \$9,100.00.

<u>Original Contract sum</u>	<u>\$ 29,500</u>
<u>The net change by previous change orders</u>	<u>\$ 000</u>
<u>The Contract sum will be increased by this amendment in the amount of</u>	<u>\$ 9,100</u>
<u>The new Contract sum</u>	<u>\$ 38,600</u>

This document shall become an amendment to the contract and all provisions for the contract will apply. All other terms and conditions of the contract remain the same. The parties hereby reserve all rights and remedies accruing prior to the date of execution of this agreement.

Contractor:

David Benjamin

Date: 7.17.2023

Title:

President

For Clatsop County:

_____ Date: _____

Title:

County Manager

