

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
COLUMBIA COUNTY AND THE CITY OF CLATSKANIE
FOR LAW ENFORCEMENT SERVICES**

This Agreement is made by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon (“County”), the Columbia County Sheriff (“Sheriff” or “Department”), and the CITY OF CLATSKANIE, 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 Columbia County, the Columbia 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 Columbia 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 on November 1, 2016, and shall continue until terminated as provided herein.

4. Duties of County and Sheriff

4.1. Law Enforcement Services: The Sheriff will perform and provide law enforcement services within the City of Clatskanie seven (7) days per week, on a 24-hour basis, which will include on-call coverage. At least one Oregon DPSST Certified Deputy will be assigned to the area with the ability to respond to calls within the City limits within a reasonable amount of time. The Parties acknowledge and agree that Deputies assigned to law enforcement services in the City may take calls and patrol outside of the City within the general boundaries of the Clatskanie School District, as needed, at the Sheriff's discretion. Law enforcement services include:

4.1.1 Reactive patrol to enforce municipal criminal and traffic ordinances, as well as the Oregon Traffic Code and criminal codes, and to respond to calls for service. Law enforcement services do not include enforcement of any other state or local ordinance or rule, except that the Sheriff will serve municipal code violations that have been completed by the City's code enforcement officer, and will enforce noise and other nuisance-related municipal ordinances;

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, including but not limited to school resource services and related patrol;

4.1.3. Additional backup or secondary response as needed based on mutual aid and augmentation agreements.

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. Citations for violation of City code or ordinances will be filed with the City's Municipal Court, whenever possible.

4.5 Misdemeanor and Felony Cases. The Sheriff will cite or book misdemeanor and felony cases in the normal course with the Columbia County Circuit Court. To the extent possible under state law, revenue from criminal charges arising within the incorporated City boundaries and cited to Columbia 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 Equipment. On the effective date of this Agreement, the City hereby transfers title to the equipment listed in Appendix "A" to the County at no cost. No further action is necessary to effectuate the transfer. On the effective date of this Agreement, the City will transfer the equipment listed in Appendix "B", to the County for \$3,000, said amount to be an offset against the first payment due to the County. No further action is necessary to effectuate the transfer. Any and all equipment purchased by the County will remain the property of the County upon termination of this Agreement. Equipment transferred at no cost will be transferred back to the City upon termination on mutually agreeable terms and conditions.

5.5 Vehicles.

5.5.1 On the effective date of this Agreement the City will transfer leases to the following vehicles to the County:

- 5.5.1.1 2013 Dodge Charger; VIN 2C3CDXAT1DH565429
- 5.5.1.2 2014 Dodge Charger; VIN 2C3CDXATXEH115845.

The County will not pay the City to assume the leases. The leases are “lease to own” and have remaining payments totaling \$7,392. The City will provide all relevant lease information to the County on or before the effective date. The City will pay any charges required to transfer the leased vehicles to the County.

5.6. Use of Office Space/License.

5.6.1 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 195 S.E. 2nd Street, Clatskanie, Oregon (the “Property”). Except as otherwise specifically stated herein, the County’s license is exclusive.

5.6.2 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.

5.6.3 Insurance. The County shall be responsible to insure the Property and its contents

5.6.4 City Access. County shall allow City officers and employees access to the Property as deemed necessary by the County in its sole discretion for law enforcement purposes. The City shall insure that any of its officers, agents, and employees accessing the Property will clear a law enforcement background check.

5.6.5 Modifications. County shall not make any changes to decor or modify the Property except as reasonably necessary to notify the public that the Property is a County Sheriff’s Office, and other changes as necessary to implement the purpose of this Agreement, including changing locks and door codes, and other measures necessary to protect the safety and security of the facility and County equipment.

5.6.6 Term. The County’s right to use the Property shall commence on October 17, 2016, and shall terminate ninety (90) days after termination of the services provided under this Agreement. Unless otherwise agreed, County shall have the right to bring equipment and materials onto the Property as of the commencement of the Term.

5.6.7 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.

5.6.8 Maintenance. Day to day general janitorial and maintenance

services will be performed by the County. Any capital repairs or improvements will be the responsibility of the City.

6. Service Costs.

6.1. Fiscal Year 2016-2017. City will pay to the County a fee for the services provided hereunder, in the amount of \$290,924. To this fee and Transfer Costs, the City agrees to pay all other straight time and overtime costs, described in Section 6.4 to 6.6. On or before November 1, 2016, the City will pay to the County all sums due and payable as Transfer Costs. Fiscal year 2016/2017 is from July 1, 2016 to June 30, 2017.

6.2 Transfer Costs. For purposes of this Agreement, "Transfer Costs" shall mean, all funds due and payable to the County pursuant to Section 7 upon transfer of City employees to the County pursuant to this Agreement.

6.3 Subsequent Years. Service payments for subsequent years will vary according to the service level adjustments, if any, and changes in actual costs, and will be agreed upon annually according to the payment methodology described in Section 6.7, below. In addition to the agreed upon annual service fee, the City will pay straight time and overtime costs described in Section 6.4 to 6.6.

6.4 Overtime. The City will pay for overtime for law enforcement services provided under the terms of this Agreement. The City Manager will work with the Department to manage and oversee the performance of the contract, including creating written guidelines, in relation to appropriate use of overtime. Deputy and other County personnel will use good judgment to avoid unnecessary overtime based on traditional and best practices of the Department.

6.5 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.

6.6 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.

6.7 Payment Methodology. In years subsequent to Fiscal Year 2016/2017, the Sheriff will furnish to the City the annual fee, to be paid quarterly, for the following fiscal year by February 15 of each year. Annual fees will be calculated using the methodology

found in Appendix "D". After the annual audit is complete, the County will provide the City with a report and reconciliation of costs incurred in the prior fiscal year. Reconciliation methodology and how to manage any differences are set forth in Appendix "D".

6.7.1 Annual Evaluation of Staffing and Service Level. The level and type of City services and actual costs to provide those services shall be determined annually by the City after evaluating available resources and consulting with the Sheriff. Any changes to the service level may result in a corresponding change to the annual cost to the City, and will be effective July 1st of the next fiscal year, or later upon agreement of the Parties. If the City desires to change the service level the City shall notify the Sheriff no later than April 15th immediately preceding the next fiscal year in which the change is sought. The change of service level will be documented in a written amendment to this Agreement. The cost of the new service level will be recalculated and presented to the City no later than June 15th, utilizing the methodology found in Appendix "D".

6.7.2 Changes to Service Levels. Either party may propose changes in service levels to begin on July 1st following the then current fiscal year. At either party's request, the parties will negotiate in good faith to reasonably address issues related to any anticipated fee increases.

6.7.3 Annual Increase in Fee. If at any time it appears to the County that the fee for the coming year may increase more than 3% from the previous year due to increased operational expenses or other reasons, the County will notify the City and explain the basis for the increase.

6.7.4 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.

6.8 Recording Keeping. County will accurately record and track all straight time and overtime hours incurred and provide such when requested by the City pursuant to the above sections.

6.9 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. Transfer of Employees.

7.1 Effective Date of Transfer. For purposes of this Agreement, the term, "Transfer date" shall mean 12:01 a.m. on November 1, 2016. On the Transfer Date, the employees listed in Appendix "E" will be considered transferred from City employment to County employment and shall be placed on the County's employee roster subject to ORS 236.605 to ORS 236.640. For purposes of this Agreement, the term "Transferred Employees" shall mean the listed employees. Except as provided herein, the Transferred

Employees shall enjoy the same privileges, including benefits, hours and working conditions of employment as other County employees, subject to any applicable Collective Bargaining Agreement, and shall be subject to the same rules and regulations of the Sheriff's Office and County as other County employees. Except as specifically provided herein, the County and Sheriff do not agree to additional rights, express or implied, for Transferred Employees. Prior to the Transfer Date, the City shall make Transferring Employees reasonably available to meet with the County at County offices as necessary to effectuate the transfer. City represents and warrants that Teresa McCloud, a City employee, is not subject to the transfer and will remain a City employee subject to the terms and conditions of employment established with the City.

7.2 Salary. Effective on the Transfer Date and continuing for a period of twelve (12) months, the County will pay each Transferred Employee no less than the salary each Transferred Employee received as an employee of the City immediately prior to the Transfer Date, as identified in Appendix "E". The Transferred Employees shall be placed at the closest salary for their respective job classifications as provided by Appendix E and receive compensation as provided by the applicable collective bargaining agreement. On or before the Date of Transfer, the City will pay each Transferred Employee for all earned compensatory time and any overtime payments due for hours worked. No compensatory time or overtime shall transfer to the County.

7.3 Benefits.

7.3.1 Transferred Employee Leave Accrual.

7.3.1.1 Sick Leave. Each Transferred Employee may elect to transfer accrued sick leave as of the Date of Transfer to the County. No later than October 10, 2016, the City shall notify the County whether Transferred Employees elect to transfer accrued sick leave to the County. No later than November 1, 2016, the City shall provide a report of accruals for each Transferred Employee, and shall pay to the County a lump sum for any transferred sick leave at the employees' hourly rates as of October 31, 2016. Payment shall be accompanied by supporting documentation. The City is responsible to pay Transferred Employees any amounts due for accrued sick leave that is not transferred to the County.

7.3.1.2 Vacation Leave. Each Transferred Employee may elect to transfer up to 80 hours of accrued vacation leave as of the Date of Transfer to the County. No later than October 10, 2016, the City shall notify the County whether Transferred Employees elect to transfer accrued vacation leave to the County. No later than November 1, 2016, the City shall provide a report of accruals for each Transferred Employee, and shall pay to the County a lump sum for any transferred vacation leave accrual at the hourly rates in place as of October 31, 2016. Payment shall be accompanied by supporting documentation. The City is responsible to pay Transferred Employees any amounts due for accrued vacation leave that is not transferred to the County.

7.3.2 Health Insurance. Health Insurance will be provided to Transferred Employees pursuant to applicable Collective Bargaining Agreement, or personnel rules. In the event that a Transferred Employee is subject to a waiting period for coverage of preexisting conditions under the health insurance plan of the County, the County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse the County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed twelve (12) months.

7.3.3 PERS. The County and City participate in the Public Employees Retirement System (PERS). Any PERS unfunded liability or surplus shall be paid by or credited to the Party that was the employer at the time the unfunded liability or surplus accrued. This Agreement shall be delivered to the Public Employees Retirement Board not later than 60 days after the Transfer Date.

7.4 Seniority. Transferred Employees will retain the seniority the employee accrued under City employment, but no regular County employee shall be demoted or laid off by reason of that seniority at the time the transfer occurs. Thereafter the seniority acquired under the City shall be regarded as seniority acquired under the County. Seniority dates are identified in Appendix "E".

7.5 Employment Records. Not later than the Transfer Date, the City shall furnish all employment records of the Transferred Employees to the County Human Resources Department to be received and maintained according to appropriate practices for the maintenance of confidential employment and medical records. Employment records include all records used to make decisions about an employee's employment, including records related to hiring decisions, promotions or demotions, records used to determine pay raises or pay cuts, performance evaluations, disciplinary notices or warning and leave accruals, including OFLA, FMLA, and workers' compensation files.

8. Miscellaneous

8.1. 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.

8.2 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.

8.3. 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. The City of Clatskanie will have no further employment relationship or employment obligation with Transferred Employees, except as otherwise required by law.

8.4 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.

8.5. 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.

8.6 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.

8.7. 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.

8.7.1. 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 Columbia County as an additional insured. City agrees to fully indemnify and defend Columbia 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 further agrees to fully indemnify and defend County for any action, proceeding brought by any current employee or labor association that represents a current or former employee, which arises from or relates to the transfer of employees to Columbia County and to any rights arising from ORS 236.605 to ORS 236.640, except for rights detailed in this Agreement.

City agrees to fully indemnify and defend Columbia County for any action brought against Columbia County or any Transferred Employee 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.

8.7.2. 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 Clatskanie 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. County further agrees to fully indemnify and defend City for any action or proceeding brought by a Transferred Employee or the labor association for bargaining unit members employed by the County, which arises after the transfer of City police officers to Columbia County.

8.7.3. 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.

8.8. 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 Columbia 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.

8.9. 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.

8.10. 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 Columbia County Sheriff and Board of County Commissioners, on behalf of the County, or City Council and City Manager, on behalf of the City, at the following addresses:

For Sheriff/County:

Columbia County Sheriff
901 Port Avenue
St. Helens, Oregon 97051

Board of County Commissioners
230 Strand
St. Helens, Oregon 97051

For City:

City Manager
75 S Nehalem St, Suite D
P. O. Box 9
Clatskanie, OR 97016

City Council
75 S Nehalem St, Suite D
P.O. Box 9
Clatskanie, Oregon 97016

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 written notice to the other party no later than April 15 prior to the start of the upcoming fiscal year. Upon such notice, the termination date will be July 1 of the following fiscal year, unless otherwise agreed by the parties.

8.13.1 Transition Plan. Within 15 business days of receipt of such a notice, the parties will make a good faith effort to meet to discuss a transition plan.

8.13.2 Transfer Rights. In the event the City assumes law enforcement services within the City, ORS 236.605 to 236.640 apply. Upon notice of termination of this Agreement, the parties will meet in good faith as soon as possible to implement ORS 236.605 to 236.640. The Parties will adhere to applicable Oregon statute for transfer rights of public employees providing the services described herein.

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:

COLUMBIA COUNTY SHERIFF

By: _____
Jeff Dickerson, Sheriff

Date: _____

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

By: _____
Anthony Hyde, Commissioner

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

CITY OF CLATSKANIE:

By: _____
Greg Hinkelman, City Manager

Date: _____

Appendices

Appendix "A"- Equipment to be transferred at no cost

Appendix "B"- Equipment to be purchased

Appendix "C"- Detail of Fiscal Year 2016-2017 Service Cost

Appendix "D"- Payment Methodology

Appendix "E"- Salaries and Benefits for Transferred Employees

Appendix "A"

Equipment Transferred to County

- **All Equipment obtained by the Police Department through a law enforcement grant, including:**
 - Radios
 - iPad MDT components
 - Cameras
- **All Police Equipment normally assigned to the individual officers transferring to the County, including:**
 - Assigned duty weapons (pistols)
 - Assigned Tasers (and Cartridges)
 - Assigned Shotgun
 - Assigned Patrol Rifle
 - Assigned ammunition
 - Assigned duty gear
 - Handcuffs
 - Magazines
 - Batons
 - Holsters
 - Duty Belts
 - Carriers
 - Assigned bullet resistant vests and carriers

Weapons

Shotgun:

Item:	Make	Model	Serial Number	
Shotgun	Remington	870 Express Mag	D044702M	12 gauge
Shotgun	Remington	870 Express Mag	D045990M	12 gauge
Shotgun	Remington	870 Express Mag	D046998M	12 gauge
Shotgun	Remington	870	R524077E	12 guage

Rifle:

Item:	Make	Model	Serial Number	
Rifle	Bushmaster	XM15-E2S	L307466	Cal. 223-5.56mm
Rifle	Bushmaster	XM15-E2S	BFI465984	Cal. 223-5.56mm
Rifle	Bushmaster	XM15-E2S	L343222	Cal. 223-5.56mm
Rifle	Bushmaster	XM15-E2S	L315611	Cal. 223-5.56mm

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Pistol:

Item:	Make	Model	Serial Number	
Pistol	Glock	22	FLA646	.40 cal
Pistol	Glock	22	FAC922	.40 cal
Pistol	Glock	22	FAC920	.40 cal
Pistol	Glock	22	FLV434	.40 cal
Pistol	Glock	22	FLV435	.40 cal

ECD:

Item:	Make	Model	Serial Number	
	Taser	X26	X00-379825	
	Taser	X26P	ZZX1201AX	
	Taser	X26P	X12002121	
	Taser	X26	X00-745016	
	Taser	X26P	ZZX1202DN	

ECD Accessories:

Item:	Make	Model	Serial Number	
Cartridges	Taser	Green Lid		Qty. 34
Cartridges	Taser	Yellow Lid		Qty. 2
Holsters	Taser			Qty. 6
Dataports	Taser			Qty. 2

Night Vision

Item:	Make	Model	Serial Number	
Night Vision	ATN	PS23	280086	
Night Vision	ATN	PS23	280103	
Night Vision	ATN	PS23	280098	
Night Vision	ATN	PS23	280101	

Radar/Lidar

Item:	Make	Model	Serial Number	
Handheld Lidar	Stalker	XS	LH001920	W/Charging Unit
Dashmount	MPH	Python III		Unit #20
Dashmount	MPH	Python III		Unit #21
Dashmount	MPH	Python III		Unit #22
Dashmount	MPH	Python III		Unit #23

Portable Breathalyzer

Item:	Make	Model	Serial Number	
Portable	Alco Sensor III	Intoximeter	1023836	
Portable	Digitox		D01961	
Portable	CMI	Intox-S-D5		

Cameras

Item:	Make	Model	Serial Number	
(3) Digital Camera	Kodak	DX4530		5.0mp
(1) Digital Camera	Kodak	Z710		7.1 mp
(1) Digital Camera	FujiFilm	S1800		12mp

Communications:

Item:	Make	Model	Serial Number	
Portable Radio	Kenwood	NX5200	B5400171	
Portable Radio	Kenwood	NX5200	B5400176	
Portable Radio	Kenwood	NX5200	B5400175	
Portable Radio	Kenwood	NX5200	B5400172	
Portable Radio	Kenwood	NX5200		
Portable Radio	Motorola	HT1250	749TDA9023	
Portable Radio	Motorola	HT1250	749TDA9116	
Portable Radio	Motorola	HT1250	749TDA8985	
Portable Radio	Motorola	HT1250	749TGEK306	
Portable Radio	Motorola	HT1250	749TGEK305	
Base Station	Motorola	CDM1250		

Body Worn Camera

Item:	Make	Model	Serial Number	
Body Cam	Pro-Vision	BC-100	15013861	
Body Cam	Pro-Vision	BC-100	15013948	
Body Cam	Pro-Vision	BC-100	15013864	
Body Cam	Pro-Vision	BC-100	15013862	
Body Cam	Pro-Vision	BC-100	15013860	
Body Cam	Pro-Vision	BC-100	15013859	
(5) Body Cam	StalkerVUE	8gig		Surplus
(1)Body Cam	VieVU			Surplus
Flashlight Cam	Lumen	AM		

IPAD

Item:	Make	Model	Serial Number	
IPad	Apple	64gb	DMPK56ERF18Y	
IPad	Apple	64gb	DMPK4AGLF18Y	
IPad	Apple	64gb	DMPK4AVVF18Y	
IPad	Apple	64gb	DMPK55WOF18Y	
IPad	Apple	64gb	DMPK583QF18Y	

Misc. Equipment

Item:	Make	Model	Serial Number	
Game Camera	Bushnell	HD	B130416097	
Game Camera	Bushnell	HD	B130416296	
Sound Meter	3M	1100	DBJ020002	

Flashlights	Stream Light			(5) qty
Charging Bank	Stream Light			
Digital Recorder	Olympus	WS-852		
Tint Meter	Tint Meter	100	LL2960014207	
Air Compressor	Craftsman	26 gal		
Impact Wrench	Craftsman	½ inch drive		
Lawn Mower	Honda			
Misc. Law Gear	Cuffs/asp/etc			
Misc. evid/packin	Bags/tape/boxes			
Jump Pack	Galls	Vehicle Start		
Gun Safe	Fort Knox	14 -16 gun safe		
Shop Vac	Shop Vac			

Ammunition

Item:	Make	Model	Amount	
40 S&W	40 cal		5100 approx.	
45 Cal	45 Cal		2700 approx.	
5.56	5.56/223		3700 approx.	
12 guage	12 guage		300 approx.	

Appendix "B"

Equipment Purchased by County

1. 2007 Ford Crown Victoria; VIN 2FAFP71W07X138690. The County will pay the City in the amount of \$3,000 for such vehicle, said amount to be an offset against the first payment due to the County.

Appendix "C"

See Spread Sheet

Appendix “D”

Payment Methodology Methodology for calculating services fees

A dedicated budget segment within the Sheriff’s Office departmental budget will be established.

The estimate of future year services will be made within the County’s annual budget process.

Reconciliations will be made using the County’s audited financial data.

Feb 15: Annual Service Fee.

Costs will be based on the initial budget request for personnel, materials and services, capital and any other direct expenses for Clatskanie law enforcement services. In addition, the annual administrative allocation associated with the Clatskanie law enforcement’s portion of the county budget will be calculated utilizing the same methodology applied to all County operations.

January 31: Service Fee Reconciliation.

After the prior year audit has been completed, the County will produce a report comparing the prior years’ service fee paid and actual expenditures incurred for the same period.

- If the City of Clatskanie paid more than actual costs incurred, the County will reimburse the City that difference.
- If Columbia County incurred more actual cost than it was paid, this difference will be negotiated.

April 15: Service level change notification deadline.

A calculation of the change in service level will be incorporated into the County budget process as soon as is practical given the stage of the budget cycle at the time notice is given.

The County will provide an updated Annual Service Fee to the City no later than June 15.

Appendix "E"

Salaries and Benefits for Transferred Employees

Employee: Shawn McQuiddy

Classification: Patrol Deputy

New County Base Salary: \$6,027/month
(Previous salary was \$5877 month)

New Step on Wage Scale: 9

Seniority Hire Date: 02/01/1998

Employee: Josh Lineberry

Classification: Patrol Deputy

New County Base Salary: \$4,813/month
(Previous salary was \$4600 month)

New Step on Wage Scale: 6

Seniority Hire Date: 02/22/2011