

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF ROCKAWAY BEACH AND TILLAMOOK COUNTY SHERIFF'S OFFICE  
FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, between the CITY OF ROCKAWAY BEACH, an Oregon Municipal Corporation (hereinafter "City"), and TILLAMOOK COUNTY, a political subdivision of the State of Oregon (hereinafter "County" or "Sheriff"), provides as follows:

1. **RECITALS:** This Agreement is made pursuant to ORS 190.010, which provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the Agreement, or its officers or agents, have the authority to perform. The City is responsible for providing police protection within its boundaries and is desirous of contracting with the County for the performance of law enforcement services within those boundaries, acting by and through the Sheriff thereof, as described in this Agreement. The County is agreeable, with the approval of the Sheriff, to render such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

2. **TERM OF AGREEMENT:** The term of this Agreement shall be from June 3, 2021 through June 30, 2023, inclusive. This Agreement may be extended for any additional term by mutual agreement of the parties in writing. This Agreement and referenced attachments embody the entire agreement and supersedes all previous agreements relating to the performance of law enforcement services to the City by the Sheriff. This agreement shall not be effective until after its execution by both parties.
3. **COUNTY'S RESPONSIBILITY:**
  - a. Sheriff will assign one (1) full-time Deputy Sheriff to make vehicular patrols and provide law enforcement within the City limits ("City patrol"), including enforcement of City ordinances pursuant to Section 5 of this Agreement. This Agreement refers to a full-time DPSST-certified Deputy Sheriff assigned to City patrol as a "City patrol deputy" as distinct from other Deputy Sheriffs or uncertified deputies that may provide additional or supplemental law enforcement services within the City. Until additional staffing resources are available to provide more than one full-time City patrol deputy, Sheriff will also assign 40 hours per week of additional City patrol coverage, with such coverage provided by one or more Deputy Sheriffs as determined by the Sheriff. At all times under this Agreement, a Deputy Sheriff providing services shall be an employee of the County and subject to County personnel policies and any applicable County collective bargaining agreement.
  - b. As staffing resources become available, Sheriff will assign up to a total of four (4) full-time City patrol deputies. The intent of the parties is that Sheriff will eventually have the staffing available to assign four (4) full-time City patrol deputies. However, the

parties understand that it may take time for Sheriff to build up the staffing necessary to reach that full allocation of City patrol deputies. Until such time as full-time certified (minimum of basic police certification from DPSST) Deputy Sheriffs are available for assignment as City patrol deputies, Sheriff may assign up to two (2) non-certified Deputy Sheriffs (Deputy Sheriff without DPSST police certification) for City patrol to be reimbursed by City at Step 1 in Attachment 1. Sheriff may only assign a non-certified Deputy Sheriff(s) if County provides at least 80 hours of City patrol coverage (coverage hours per week).

- c. The primary duty of the City patrol deputies assigned to fulfill the terms of the Agreement is law enforcement and responding to calls for law enforcement service, which shall take priority over the deputies' continuing training. While City patrol deputies primary duty will be responding to calls for service, City recognizes that continuing training is a requirement of law enforcement service and agrees that training is necessary to maintain the qualifications of the City patrol deputies assigned to provide the services described in Section 3. County agrees the City Manager must pre-approve any time and costs for deputy training beyond what is needed to maintain DPSST policer officer certification of the assigned City patrol deputies.
- d. For City patrol, the County shall assign City patrol deputies to work the "Rockaway Beach Patrol Area", which will emphasize the area within the City limits. The primary focus of the patrol area will be the City limits, including business, residential, beach, and school areas.
- e. The assigned duties for City patrol deputies shall include attendance at regular City Council meetings to act as sergeant-at-arms pursuant to the City Charter.
- f. The Sheriff or designee shall inform the City Manager of the City patrol coverage tentative monthly schedule at least 30 days prior to the beginning of the schedule. Reasonable effort will be made to keep the City Manager informed of the changes to the schedule. The Sheriff will use reasonable efforts to plan for and anticipate law enforcement needs within the City and schedule resources accordingly. By way of example, Sheriff should consider factors such as weather forecasts, historically busy times, holiday breaks, and other local or regional events. For special events within the City, City Manager may request additional coverage or shifting of schedules to accommodate the special event. If proper coverage for the special event creates the need for additional deputies or overtime, Sheriff and City Manager will mutually agree on the costs for such additional coverage prior to the special event. The parties intend that costs for additional coverage will be provided at the County's costs for providing the coverage (without an administrative mark-up). City Manager will make requests for special event coverage at least thirty days prior to the event, unless prior notice is not possible due to the nature of the event, in which case City Manager will provide as much notice to Sheriff as is feasible under the circumstances.

- g. When available, as reasonably determined by the Sheriff, County shall provide at no cost extra patrol for the City if necessary, in case of emergencies or the need for backup. City patrol deputies and deputies assigned to City patrol will not be sent out of the City to surrounding calls unless it is necessary for the deputies to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy will return to the City as soon as possible once a rural patrol deputy or other law enforcement officer has relieved the deputy.
- h. The Sheriff will work with the City to increase patrol coverage over the minimum hours specified by the City. In addition to the designated patrols provided by County under this Agreement, Sheriff shall use reasonable efforts within Sheriff's discretion to also provide 24-hour coverage for emergency calls for service at no additional cost to the City.
- i. The Sheriff shall provide all standard and necessary equipment, and administrative, and support services to the deputies assigned to fulfill the terms of this Agreement.
- j. The Sheriff or designee will bill the City monthly by providing a cost bill of services performed no later than the 10<sup>th</sup> day of the month for services performed the previous month, pursuant to Section 8 of this Agreement.
- k. The Sheriff or designee will provide the following to the City Manager's office on a monthly basis, along with the cost bill: (a) a copy of the previous month's duty scheduled for the deputies assigned to the City including shift hours, (b) a copy of the deputies' detailed activity log for the same period, (c) a report of the arrests, incidents, and violations in the Rockaway Beach Patrol area, and (d) any other support information agreed upon between the County and the City.
- l. The County will provide all computer terminals, software, and peripheral equipment (e.g., printers, VOIP phones, etc.) for use by Sheriff within office space provided by City necessary for the administrative functions of the assigned deputies. All technology to be used by the Sheriff or the assigned deputy shall belong to, and at all-times be controlled by, the County. County agrees to be responsible for all terminal, network, or internet security of County computer terminals and electronic devices.
- m. The County is at all times the employer of each Deputy Sheriff providing services under this Agreement. Within 30 days of receiving the City's request for removal as described in Sec. 4(c), and replacement of an assigned City patrol deputy, the County shall either assign another deputy to perform the services described in Section 3 of the Agreement, or if no other deputy is available, agree to terminate the Agreement immediately notwithstanding Section 14. Any replacement deputy shall be available to provide services under this Agreement within 30 days of the City's written request for replacement.

- n. Upon delivery by City to County, County will take possession and control over City's law enforcement evidentiary materials and case files. City is expected to deliver these materials by June 3, 2021. County will accept, audit, and maintain the materials as County maintains its own similar materials. City and County will coordinate this transfer of materials and perform all such chain-of-custody procedures as might be applicable to the materials.

4. CITY'S RESPONSIBILITY:

- a. The City agrees to pay the County, for the services identified in Section 3 of this Agreement, such sums as specified in Attachment A, which is hereby incorporated into this Agreement by this reference. In addition, the City will provide the following:
  - i. The City will provide a secure office (police office) for the use of deputies assigned to the Rockaway Beach patrol area that will include, but is not limited to; desks, chairs, and office supplies. The City will pay all necessary electrical, water, and sewer utilities for the police office. The City agrees to facilitate and pay for the installation, upgrading, and maintenance of secure high-speed internet access for the County that is enough and necessary for the Sheriff and deputies to conduct administrative law enforcement functions from the office space provided by the City. The City shall not have access or control over the use or information carried over the internet connection provided to the County.
  - ii. The City will reimburse the county for the Records Management System Software Licensing and Maintenance fees. That system will be installed on the computer terminal/s within Rockaway office space provided by the City so that deputies can conduct administrative duties within Rockaway Beach City limits.
- b. The City is not responsible for duty gear or other standard equipment in the Deputy's possession including but not limited to patrol vehicle, handgun, rifle, shotgun, ammunition, hand cuffs, Tazer, pepper spray, PPE and similar equipment.
- c. The City shall not be an employer of any Deputy Sheriff. Notwithstanding Section 9(d) Coordination, if at any time the City is dissatisfied with the performance of the assigned deputy such that the City cannot in good conscience continue to have the deputy provide law enforcement in the City, the City may request in writing the County remove and replace the assigned deputy. Within 30 days of receiving the request, the County shall either assign another deputy to perform the services described in Section 3 of this Agreement, or if no other deputy is available, as determined by the Sheriff, agree to terminate the Agreement immediately notwithstanding Section 14. Any replacement deputy shall be available to provide services under this Agreement within 30-days of the City's written request for replacement.

5. ENFORCEMENT OF CITY ORDINANCES: The City hereby vests in the Sheriff the full power and authority to cite violations and make arrests for crimes of all duly enacted ordinances of the City. Action of the Sheriff to enforce ordinances shall occur within 72-hours of written referral from the City. A written response shall be provided by the Sheriff's Office that a complaint has been served or there has been other appropriate action by law enforcement personnel. Appropriate action can include issuing a warning or taking no enforcement action, as determined by the investigating Deputy Sheriff. Investigations of ordinance violations reported directly by the public and of a temporary and/or fleeting nature (i.e. noise, dogs) shall be dealt with immediately if the deputy is not otherwise engaged in law enforcement activity of a higher priority. Sheriff has the discretion to request an interpretation of the City's municipal code by the City, through the City Manager or City Attorney, in situations where an investigation of a potential City ordinance violation by the Sheriff or the assigned deputy cannot reasonably conclude that a violation has occurred. When making a request for interpretation, the Sheriff may request that the interpretation come from the City Attorney, in which case the City Manager shall send the request to the City Attorney for interpretation. Sheriff support services to City staff charged with enforcement of City ordinances shall be considered part of the County's duties under Section 3 of this Agreement.
6. JURISDICTION: To the extent not otherwise prohibited by law, the court of original jurisdiction for all violations of City ordinances or of the Oregon Vehicle Code shall be Tillamook County Justice Court, unless otherwise agreed to by City and County. Citations into the Tillamook County Justice Court pursuant to this Agreement shall be identified in such a manner so that Tillamook County Justice Court can recognize that half of the new net revenue, after subtracting statutory assessments, of any fine levied is due the City pursuant to the Intergovernmental Agreement between Tillamook County and the City of Rockaway Beach for such court services, effective June 3, 2021.
7. AUTHORITY:
  - a. The parties to this Agreement are of equal authority. Each party acts in an independent capacity in the performance of its obligations and function under this Agreement and neither party shall be considered an agent of the other.
  - b. Upon execution of the Agreement and for its effective term, the police authority of the City for enforcing City ordinances is transferred to the Sheriff's Office. For the limited purpose of compliance with the City Charter and ordinances, the Sheriff is hereby designated the same authority as the Police Chief of the City of Rockaway Beach.
  - c. It is understood that the employees performing duties required by this Agreement, including the Sheriff, deputy sheriffs, sergeants and other employees of the Tillamook County Sheriff's Office shall remain County employees for all purposes and are not entitled to any benefits which accrue to employees of the City. All personnel matters, including standards of service, discipline of deputies and performance of duties, and the

appropriate working hours for the deputies assigned to City patrol, shall be within the discretion of the Sheriff.

- d. The foregoing notwithstanding, it is recognized by both parties that it is the intent of the Sheriff, subject to reasonable recruitment efforts within the discretion of the Sheriff, following execution of the Agreement by the County, to hire or transfer (4) deputies to the Rockaway Beach Patrol Area, if not already in effect, and that response time should be considered upon such a hire or transfer. The City Manager shall be included in the committee selecting the deputies to be assigned as City patrol deputies. Seasonal or part-time deputies are excluded from the provisions of this paragraph.

8. BILLING AND PAYMENT:

- a. The County shall bill the City monthly for services rendered within fourteen (14) days following the end of the month. Billings will reference this Agreement and be itemized to include officers' names, hourly rates and hours worked (for personal services) and description of shifts and actual costs for other expenses. Parties agree that a Maximum Amount shall be established by this agreement, and that this amount reflects the total amount that can be billed to the City by the County for services described in this agreement in a fiscal year starting July 1, and ending June 30, for the duration of this agreement. The maximum amount shall be based on assigned deputy's employment step with the Tillamook County Sheriff, and shall reflect the hourly amount (R), times 2080 (H), plus 15% contingency ( $R \times H \times 1.15 = \text{maximum amount}$ ). The maximum amount will be established prior to the beginning of each fiscal year and based on highest anticipated step of the assigned deputy. The City and the Sheriff can mutually agree to change this amount in the event that this assignment is given to another deputy. Rates to be charged, and the maximum amount billable, are specified in Attachment A. City and County agree to renegotiate Attachment A upon changes to the County's collective bargaining agreements with Sheriff's Department employees. Any changes to this attachment may be made by an amendment to this Agreement.
- b. Billable hours include time paid for anything a municipal police officer would be paid for, including court appearances, transport of subjects to and from jail, training, officer assistance, and report writing. Parties agree that a ten percent (10%) administrative charge will be applied to the hourly rate in lieu of additional charges for County costs that would include, but are not limited to, general liability or other forms of insurance, supervisory or HR related resources, County training programs or services relevant to assigned deputies, supplies to be provided by County per this agreement, or other indirect costs incurred by the County in the overall operation of the Sheriff's Department.
- c. In addition to the charges set forth above, City will also make a single annual payment of \$10,000 per full-time City patrol deputy assigned, due on or before January 1 of each year. This annual charge is for each City patrol deputy assigned that is certified (basic

police certification from DPSST), the annual charge does not apply to a deputy that is not DPSST certified or to other deputies that are not City patrol deputies providing coverage within the City. This annual charge is intended to compensate Sheriff for providing patrol vehicles and other necessary equipment and supplies for Deputies providing services under this agreement. The annual charge will be calculated at a pro-rata rate for any City patrol deputy assigned during the midst of a yearly term. For the first year under this Agreement, City will transfer the law enforcement equipment and supplies listed in the attached Attachment B, which by this reference is incorporated herein and made a part of this agreement. County accepts the equipment and supplies in their current "as-is" condition without any warranty from City as to their fitness for any particular purpose. City's transfer of the law enforcement equipment will create a credit for the City's benefit in the amount of \$40,000 to be credited against this annual payment provision. The credit will carry forward into future years until the credit is exhausted. Should this Agreement terminate before this credit is exhausted, the credit is not refundable and neither party shall have any obligation to pay the other any amounts related to this credit and County shall retain ownership of equipment and supplies.

- d. If a City patrol deputy, for whom the City contributed to the expenses of DPSST training costs, leaves County employment and is hired by another law enforcement agency, County shall use good faith efforts to pursue reimbursement of training costs as allowed under ORS 181.695. If County does recoup costs under ORS 181.695, City and County will meet to arrive at a fair and equitable allocation of the recouped costs as between City and County.

9. COORDINATION:

- a. The Sheriff shall have the authority to administer this Agreement on behalf of the County. The City Manager shall have the authority to administer this Agreement on behalf of the City.
- b. The City and County shall cooperate with each other to the extent that the maximum police protection may be afforded within City, subject to availability as determined by the Sheriff.
- c. The Sheriff and City Manager are designed to act as coordinating agents on behalf of the County and City, respectively, to provide communication and ensure maximum cooperation between the parties to the Agreement. The coordinating agents shall meet not less than monthly.
- d. It is understood and agreed between the parties that the City Council and Mayor of the City may act only in an advisory capacity to the Sheriff and shall not interfere with the Sheriff's authority. The City may advise the Sheriff whether the general level and quality of service provided is within the City's needs and consistent with the expectations of the Agreement. At all times throughout this Agreement, the Sheriff or designee shall have the sole authority to determine staffing availability.

10. LEGAL PROVISIONS:

- a. Each party shall be responsible to the extent allowed by law (including the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- b. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify and hold harmless the other party from all claims, damages, or expenses of any kind, including attorney's fees and other cost and expenses of litigation, for personal or property damage arising out of that party's performance required by this Agreement.
- c. City's performance is conditioned upon the County's compliance with applicable law, which are hereby incorporated into this Agreement by reference.
- d. County's performance is conditioned upon the City's compliance with applicable laws, which are hereby incorporated into this Agreement by reference.

11. NOTICE:

- a. Where notice is required pursuant to this Agreement, it shall be in writing and shall be given by personal delivery, first class mail or fax transmission. Any notice required by law shall be given in the manner specified by the applicable law.
- b. Notice required to be given the City shall be to: City Manager, ROCKAWAY BEACH CITY HALL, 276 Hwy 101 S., P.O. Box 5, Rockaway Beach, OR 97136. FAX (503) 355-8221.
- c. Notice required to be given the County shall be to: Sheriff, TILLAMOOK COUNTY JAIL & JUSTICE FACILITY, 5995 Long Prairie Rd., Tillamook, OR 97141. FAX (503) 815-3399.

12. AMENDMENT: The provisions of this Agreement may be waived, altered, modified, supplemented, or amended only by written instrument executed by both parties.

13. FUNDING: The parties to this Agreement understand and agree that the continued operation of this Agreement, and its duties and obligations, are dependent upon the availability, on a year-to-year basis, of sufficient funds to finance this Agreement; and it is further understood that such funds are within the power and control of the budget committee and governing bodies of Tillamook County, Oregon and the City of Rockaway Beach, Oregon.

14. TERMINATION: This Agreement may be terminated by (a) the mutual written agreement of the parties hereto, or (b) by either party upon ninety (90) days' prior written notice to the other.

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IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate.

**TILLAMOOK COUNTY, OREGON**

**CITY OF ROCKAWAY BEACH, OREGON**

.....  
Mary Faith Bell, Chair

.....  
Sue Wilson, Mayor

.....  
David Yamamoto, Vice Chair

.....  
Luke Shepard, City Manager

.....  
Erin Skaar, Commissioner

.....  
Date

.....  
Josh Brown, Sheriff

.....  
Date

DRAFT

**ATTACHMENT A**

The Sheriff agrees to charge, and the City agrees to pay, as follows for services rendered pursuant to the INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
HOURLY RATE	22.45	23.13	23.83	24.55	25.3	26.07	26.86	27.67	28.51	29.37
SALARY	3,891.26	4,009.13	4,130.46	4,255.26	4,385.25	4,518.72	4,655.65	4,796.05	4,941.64	5,090.71
OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EARNINGS</b>	<b>3,891.26</b>	<b>4,009.13</b>	<b>4,130.46</b>	<b>4,255.26</b>	<b>4,385.25</b>	<b>4,518.72</b>	<b>4,655.65</b>	<b>4,796.05</b>	<b>4,941.64</b>	<b>5,090.71</b>
BENEFITS										
FICA	297.68	306.70	315.98	325.53	335.47	345.68	356.16	366.90	378.04	389.44
RETIREMENT	1,323.03	1,363.10	1,404.36	1,446.79	1,490.99	1,536.36	1,582.92	1,630.66	1,680.16	1,730.84
INSURANCE	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64	1,525.64
WORKERS' COMP	160.62	165.48	170.49	175.64	181.01	186.52	192.17	197.97	203.98	210.13
LIFE INSURANCE - UNUM	35.11	35.11	35.11	35.11	35.11	35.11	35.11	35.11	35.11	35.11
RETIREMENT UNITS	5.07	5.07	5.07	5.07	5.07	5.07	5.07	5.07	5.07	5.07
VEBA	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
UNIFORM EXPENSE	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00
<b>TOTAL BENEFITS</b>	<b>3,469.15</b>	<b>3,523.11</b>	<b>3,578.65</b>	<b>3,635.78</b>	<b>3,695.29</b>	<b>3,756.39</b>	<b>3,819.07</b>	<b>3,883.34</b>	<b>3,949.99</b>	<b>4,018.23</b>
<b>TOTAL EXPENSE</b>	<b>7,360.41</b>	<b>7,532.24</b>	<b>7,709.11</b>	<b>7,891.04</b>	<b>8,080.54</b>	<b>8,275.11</b>	<b>8,474.72</b>	<b>8,679.39</b>	<b>8,891.63</b>	<b>9,108.94</b>
	42.47	43.46	44.5	45.53	46.6	47.75	48.9	50.08	51.3	52.56
<b>Hourly Rate With Administrative Cost</b>	46.72	47.81	48.93	50.09	51.29	52.53	53.79	55.09	56.43	57.82
<b>Hourly Rate With Administrative Cost &amp; Contingency</b>	53.09	54.33	55.60	56.91	58.28	59.69	61.13	62.60	64.13	65.70

ATTACHMENT B

Law Enforcement Equipment and Supplies to be Transferred by City to County

<b>EQUIPMENT:</b>	<b>SERIAL NUMBER:</b>	<b>QTY:</b>
2013 Ford Explorer		
2016 Ford Expedition		
2016 F-150		
2017 Ford Expedition		
Remington 870, 12ga		2
S&W M&P, AR15		5
Glock 9mm		
Springfield 9mm		
Glock .40cal		
Rifle Plates/Helmet		4
Shield IIIA		2
Shield IIII		
Ammunition		
40mm training/live rounds		
Kenwood Portable Radios		5
Taser 7's		6
Axon Flex 2		6
Trauma Bags		2
Cardiac Science AED's		
Flir		
Panasonic Toughbooks		4
Misc.		
40mm launcher		2
Total:		