

## Intergovernmental Agreement

### APO upload services for the City of Gearhart

THIS AGREEMENT, effective the 15th day of November, 2022, by and between **Clatsop County**, herein referred to as "County", and the **City of Gearhart**, an Oregon Municipal Corporation, hereinafter referred to as "City."

#### RECITALS

WHEREAS, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the purpose of any or all functions and activities that are party to the agreement, its officers or agents have the authority to perform; and

WHEREAS, the City desires to enter into an agreement with the County to assist in developing software to assist in the monthly data upload of certain information to the State of Oregon's ePermitting system; and

WHEREAS, the County has the knowledge and expertise to develop this software.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual promises hereinafter states as follows:

1. EFFECTIVE DATE. This Agreement is effective November 15, 2022.
2. TERM. The initial term of this Agreement shall be for five (5) years from November 15, 2022 to November 15, 2027.

This contract may be extended for five additional one-year terms by written agreement of both parties.

3. CITY OBLIGATIONS:

A. City shall pay \$110 per hour (Clatsop County Administrative Policy & Procedure A-9), to create the tables, processes and custom programming needed to upload the APO data for the City to the state ePermitting system.

B. City, shall provide credentials to upload the APO data for ~~Warrenton~~ <sup>Gearhart</sup> to the state ePermitting system.

C. City shall indemnify and hold harmless and defend County for any and all claims, damages, losses or expenses including but not limited to reasonable attorney's fees arising out of or resulting from City's performance or failure to perform the obligations of this Agreement.

4. COUNTY OBLIGATION.

A. County shall provide detailed billing invoices for time spent on this project.

B. County shall create a process to pull Data for the City of Gearhart from the Assessment and Taxation database to be uploaded to the State ePermitting system.

C. County shall on a monthly schedule, upload the City of Gearhart ePermitting data, known as the APO (Address, Parcel and Owner data) to the state ePermitting system.

5. GENERAL PROVISIONS:

- A. 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 on appeal. All rights and remedies shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law.
- B. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated below or such other address as either party may designate by written notice to the other.


County: Clatsop County Manager's Office  
800 Exchange Street  
Astoria, Oregon 97103  
(503) 325-1000  
(503) 325-8325 (fax)


City: City of Gearhart  
698 Pacific Way  
Gearhart, Oregon 97138  
(503) 738-5501

- C. Any party may terminate this Agreement at any time by giving written notice of intent to terminate to the other Party at least 30 days prior to the termination date. The notice shall automatically terminate this Agreement on the date set out in the notice. However, any obligations under this Agreement shall survive termination of the Agreement.
- D. This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

CLATSOP COUNTY:

CITY OF GEARHART:

By:   
Don Bohn, County Manager

By:   
Gearhart City Administrator