

DRAFT

Approval of Previous Business Meeting Minutes:

August 8, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, August 8, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard. Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader**

EXCUSED: Commissioner Sonya Fischer

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

1. Employee Spirit Awards Presentation

Jackie Nerski, Emergency Mgmt. gave background about the SPIRIT of Excellence Awards.

She introduced this year's winners: Suz Baughman, C-Com, Traci Nichols, C-Com, Char Kasch-McIntyre, HR, Stacy Davenport, PGA, Kim Brown, DTD, Glen Hamburg, DTD, Cindy Garcia H3S, Stephanie Speidel H3S, Callie Collette, H3S and Kevin Ko H3S.

The Board congratulated these outstanding employees for this accomplishment.

2. Department of Transportation & Development (DTD) Outstanding Customer Service Awards Presentation

Dan Chandler, County Administration, Cheryl Bell DTD explained this award. The DTD Teams recognized today. Building Codes, Surveyors Office, Development Engineering, Land Use & Zoning, Onsite Wastewater and Customer Information Specialists.

The Board congratulated these Divisions of the Dept. of Transportation & Development and thanked them for their outstanding customer service to Clackamas County Residents.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Thelma Haggemiller, Oak Grove – opposes using property taxes for funding of Heritage in Clackamas County and suggested other options.
2. Grover Bornefeld, Jennings Lodge – issues relating to NCPRD and parks.
3. Les Poole, Gladstone – the need for more public involvement.

~Board Discussion~

III. PUBLIC HEARING

1. Second Reading of Ordinance Number 06-2019 Amending Chapter 8 (Business Regulation), Section 8.07, Alarm Permit - *1st reading was 7-18-19*

Julie Rush, Sheriff's Office presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Les Poole, Gladstone – make sure the public is educated on these changes.

Chair Bernard asked if anyone else would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we read the ordinance by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0. He asked the Clerk to read the Ordinance by title only then asked for a motion to adopt.

MOTION:

Commissioner Humberston: I move we adopt Ordinance No. 06-2019 amending Chapter 8 (Business Regulations), Section 8.07, Alarm Permit.

Commissioner Schrader: Second.
all those in favor/opposed:

Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.
all those in favor/opposed:

Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Sub-recipient Agreement No. 20-007 with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of a Local Grant Agreement with Clackamas Women’s Services to Provide Evidence-based Parenting Education Classes – *Children, Families & Community Connections*
3. Approval for Amendment No. 6 to Agreement No. 7462 to a Revenue Agreement with Oregon Health Authority for Pharmacist Services to Members Enrolled with the Oregon Health Plan (OHP) – *Health Centers*
4. Approval of Agreement No. 9119 to a Revenue Agreement with Oregon Health Authority for Reproductive Health Services to Members enrolled with the ScreenWise Program – *Health Centers*
5. Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for Human Immunodeficiency Virus (HIV) Testing and Counseling Services – *Public Health*

B. Department of Transportation & Development

1. **Board Order No. 2019-81** Adopting the Vacation of a Portion of Haskin Mill Road
2. Approval to Accept Award for Regional Travel Options (RTO) Grant for Safe Routes to School Program Coordinator

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Business & Community Services

1. Approval of a Research Services Agreement No. 27786 with the University of Oregon, Department of Architecture as Part of the United State Forest Dept. Wood Innovation Grant

E. Human Resources

1. Approval of Amendment No. 1 between Clackamas County, Clackamas County Housing Authority, and Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC - *Procurement*

F. Juvenile Department

1. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Youth Authority for Juvenile Crime Prevention Basic Services and Diversion Services for Secure Detention Beds
2. Approval of Amendment No. 4 to Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near Metro South Transfer Station
3. Approval of Personal Services Contract with Latino Network to Provide Community-Based Diversion Services - *Procurement*

G. Technology Services

1. Approval of an Intergovernmental Agreement between Clackamas Broadband eXchange and the City of Sandy to Deliver Internet Service to US Forest Service Roads, 29, 31, 35, 35A and 35B as Part of the Kiwanis ISP Project

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a RiverHealth Stewardship Grant Agreement with Water Environment Services for Funding to Support Water Education Projects

VI. DEVELOPMENT AGENCY

1. Approval of an Assignment and Second Amendment to the Disposition Agreement with Clackamas Crossing, LLC

VII. WATER ENVIRONMENT SERVICES

1. Approval of Intergovernmental Agreements with the Cities of Gladstone and Oregon City for the Water Environment Services Good Neighbor Fund

VIII. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

IX. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 11:25 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<https://www.clackamas.us/meetings/bcc/business>



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 26, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan

Purpose/Outcome	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan will reimburse the Sheriff's Office for a portion of expenses as outlined in the Financial Plan.
Dollar Amount and Fiscal Impact	The total Fiscal Year 2020 Operating Plan includes \$411,623.00 in support from the Marine Board as well as an estimated \$389,041.60 in CCSO contribution.
Funding Source	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Duration	Effective July 1, 2019 through June 30, 2020
Strategic Plan Alignment	The funds will provide patrol services on all Clackamas County waters as well as investigate boating law violations and boating accidents, examination of boats and other services as outlined in the agreement.
Previous Board Action/Review	Approval of multiple, prior fiscal year requests.
Counsel Review	Reviewed and approved by County Counsel on 9/16/19
Contact Person	Nate Thompson – Office (503) 572-7118
Contract No.	250-1920CLACKAMAS-000

BACKGROUND:

The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The emphasis is on the Willamette River, the Clackamas River and the High Lakes. This is a renewal of a previous agreement.

Funds from the Marine Board pay for staffing to include Supervisor time, Marine Deputies, Marine Service Officers, overtime, marine fuel, training, insurance, boat maintenance and other administrative costs. County counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this operating plan and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Angela Brandenburg, Undersheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-1920CLACKAMAS-000

This Agreement is between the State of Oregon acting by and through its State Marine Board (“OSMB”) and Clackamas County (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in “Exhibit A” attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on **June 30, 2020**, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB’s Authorized Representative is:

Randy Henry
435 Commercial Street NE Suite 400, Salem OR 97301
503-378-4597
503-378-2612 Office
Randy. H.Henry@oregon.gov

4.2 County’s Authorized Representative is:

Clackamas County Sheriff’s Office
Sgt. Nate Thompson
2223 S Kaen Rd, Oregon City OR 97045
503 655-8650
nathantho@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

- 6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.
- 6.2 During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

SECTION 7: COMPENSATION AND PAYMENT TERMS

- 7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$411,623.00** for the agreement term. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.
- 7.2 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB

its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- 8.1 County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 8.2 The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5 The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6 The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

- 9.1 County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by County of this Agreement (a) have been duly authorized by

County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;

- 9.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 9.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between OSMB or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: CONTRIBUTION

- 11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified

Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.

- 11.2** With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

County will be in default under this Agreement upon the occurrence of any of the following events:

- 12.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

- 12.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 12.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 13: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 14: REMEDIES

- 14.1** In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively

or in any order whatsoever.

- 14.2** In the event OSMB is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to County under this Agreement, or any other agreement between OSMB and County, exceed the amount to which County is entitled, OSMB may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

17.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 OSMB may terminate this Agreement as follows:

17.2.1 Upon 30 days advance written notice to County;

17.2.2 Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's

reasonable administrative discretion, to perform its obligations under this Agreement;

- 17.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;
 - 17.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or
 - 17.2.5 As otherwise expressly provided in this Agreement.
- 17.3 County may terminate this Agreement as follows:
- 17.3.1 Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 17.3.2 Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;
 - 17.3.3 Immediately upon written notice to OSMB, if OSMB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OSMB; or
 - 17.3.4 As otherwise expressly provided in this Agreement.
- 17.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 18: INSURANCE

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated herein by this reference.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative

discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6,10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: INTENDED BENEFICIARIES

OSMB and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County

to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. OSMB's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the County's contractor from and against any and all Claims.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or

consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Action Plan) Exhibit C (Federal Assurances), and Exhibit D (Insurances).

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board

Larry Warren, Director _____
Date

Clackamas County Sheriff's Office

County Sheriff _____
Date

Signature _____
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

DOJ File No. 25001-GT0234-11 Exemption letter, AAG Marlowe May 24, 2012
DOJ Attorney Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the current version of the OSMB Policy and Procedures Manual, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to sworn officers who have met the Oregon State Sheriff's Association (OSSA) swim standard, completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- I. Send quarterly invoices to: **Boating Safety Program Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309**. Invoices must be submitted within 45 days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.
- K. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

OSMB AGREES TO:

- A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of OSMB's law enforcement data base.
- E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B
(BOATING SAFETY ACTION PLAN)

(SEE ATTACHED)

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
|---|--|

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT D

INSURANCE

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.



Boating Safety Action Plan

for Clackamas County Sheriff's Office
Agency

FY 2019-20

Address: 2223 S Kaen Rd Oregon City OR 97045

Phone #: 503-655-8218

Contact for Questions: Sgt. Nate Thompson 503-572-7118

Patrol Hours:	3500
Program Hours:	3260
Total Hours:	6760

**Total Available Hours
from Page 7**

10,080.00

Your 2019-20 Action Plan Overview

Our focus in 2019-20 continues to be risk intervention. Collisions, high speed accidents, livery rentals, BUII and nav rule violations are critical. While basic compliance is still important, please briefly describe your strategies to focus your patrol efforts on risk intervention and accident prevention at your key, higher risk waterways.

Our high risk waterways continue to be the Willamette River both above and below the falls during the summer months. Interaction between pleasure boaters and PWC is a concern on the lower Willamette River. With the new rules on the upper Willamette we anticipate a influx of wake sport boats on the lower river which already has a congested mixed user group. The upper Willamette River mostly has complaints about boat wakes and wake or towed water sports. With the new rules in place on the upper Willamette River regarding the wake sport boating restriction we will have a major focus on this area over the summer months.

The Clackamas River sees very heavy traffic during the warm summer months. With five to seven thousand people floating down the river a day. Patrol of this area can be a strain on resources. We no longer have the use of a diversion program to help educate boaters on the safety equipment they need. If we issue citations for no PFD they will have to pay the entire fine or go to trial. We will continue to try and find a new diversion program.

The reservoirs on the Clackamas River will continue to be patrol by Marine Patrol year round and have an increased patrols July through September through a contract with PGE.

This year my Patrol hours and Program hours are lower than in years past. That is because I am only including the hours for our full time Marine Deputies. There could be more patrol hours than planned if all of the seasonal positions are filled. Additionally several of the positions are for MSO's and those are secondary officers on the boat and their hours are not counted towards the program and patrol hours.

Annual Patrol Plan: 3500 Hours

Expectation: Directed patrols will prioritize risk-based interventions first, then administrative compliance. Interventions should include a full BER. Consider local operation, use patterns, seasonal risks (fishing, cold water, wind etc). Patrol plan should reference ORS/OAR (at left) pertinent to your area of operation.

Risk Intervention

- Local Rules
OAR 250-020
- PFDs
830.215
- Muffling Device
830.260
- Sound Signaling
830.230
- Unsafe Operation
830.305
- Reckless Operation
830.315
- BUll
830.325
- Maintain Lookout
830.335
- Nav Rules
830.340
- Traffic Lanes
830.345
- Riding on Bow
830.360
- Occupy transom
830.362
- Waterskiing/Observer
830.365
- Boat Livery
830.415, 420

Compliance

- AIS
- Boater Ed Card
- Outfitter Guide

To fulfill the directive of the Marine Board we will focus on risk-based intervention in our high risk waterways. This means there may be a drop in the number of boater contacts for basic boat inspections.

On the lower Willamette River we will focus on the area of Meldrum Bar. This area is very popular with personal water crafts. PWC's and boats, both motorized and non-motorized, in this area are often operated in close proximity to each other. Our patrol will focus on unsafe operation, fail to maintain lookout, Navigation Rules as well as rules specific to PWC's. We will utilize patrol boats as well as PWC's to patrol this area.

The upper Willamette River has complaints of congestion and excessive wakes. With the new rules in place this year we will focus on education and enforcement of these new rules. Our primary focus will be on the zones that restrict certain type of boat operation. We will still focus on areas outside of the restriction area as well, these areas are prone for congestion which leads to rules of the road violations.

The Clackamas River has a large amount of non-motorized traffic during the summer months. We have done studies showing that on hot days five to seven thousand people float between Barton Park and Carver Park. There are other areas of the river with heavy traffic but this area is by far the busiest. We will focus patrols on safety equipment such as PFD's and Sound Signaling devices as well as making sure we have compliance with AIS rules.

We contract with PGE to provide patrols to their Reservoirs which includes, Estacada Lake, North Fork, Frog Lake, Lake Harriet and Timothy Lake. These lakes have very high use in the summer months. Most are slow speed lakes so they do not have a lot of high risk activities. North Fork reservoir is the busiest with a mixed user group. Patrols of these waterway will be focused on PFD's and other safety equipment at the ramps and on the water. On water and shore patrol will prioritize any high risk behavior.

We are currently still working with OSP Fish and Game to contact fishermen. They have a boat slip at our boat house that they are able to use. We strongly encourage Deputies to patrol with OSP so that they can learn from each other and work as a team.

Boating Safety Program Waterbodies To Be Patrolled



County/Agency: Clackamas County Sheriff's Office

FY 2019-20

Waterways (Inland & Ocean)	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Willamette River	Above the Falls	Year	Round	Year round use both motorized and non. Very heavy use during summer months.
Willamette River	Below the Falls	Year	Round	Heavy year round use both motorized and non. Fishing traffic in winter spring and summer. Some commercial traffic.
Clackamas River	All	Year	Round	Heavy year round use both motorized and non. Fishing traffic in winter spring and summer. Heavy non motorized use in summer months.
Sandy River	All	Year	Round	Patrol during winter and spring for fishing traffic. Summer patrol are minimal due to water level and low use. Use has increased due to the alcohol ban on the Clackamas River.
Molalla River	All	Year	Round	Patrol during winter and spring for fishing traffic. Summer patrol are minimal due to water level and low use.
Tualatin River	All	Year	Round	Most patrols are during the summer months. There is mixed use traffic. Low head dam on the river that we put up warning buoys for.
Pudding River	All	Year	Round	Very low use year round. Mixed motor and non motorized traffic. Most traffic is during duck and goose hunting season.
North Fork Reservoir	All	Year	Round	Patrol year round with most of the focus during summer months. Heavy mixed use traffic. This is a PGE reservoir.
Estacada Lake	All	Year	Round	Patrol year round with most of the focus during summer months. Mixed use traffic with minimal use mostly during summer months. This is a PGE Reservoir
Frog Lake	All	Year	Round	Patrol to make sure boats are not on the water. This lake has no boats allowed. This is a PGE reservoir
Lake Harriet	All	Year	Round	Mostly fishing traffic this is a PGE reservoir. New boat ramp and docks installed in 2018 so we are expecting increased traffic
Timothy Lake	All	Year	Round	Fishing traffic both motorized and non. Lake has a 10mph speed limit. There are three boat ramps on the lake and many camp sites only accessible by boat. This is a PGE reservoir
Trillium Lake	All	Year	Round	Non motorized only lake. High traffic during the summer months.
Lake Oswego	All	Year	Round	Work with Lake Oswego Lake Patrol to address problem areas



Annual Program Plan

3260

Hours

<p>Instructor Training</p>	<p>Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p> <p>Sergeant Thompson and Deputy Wilson will continue to teach the OSMB PWC course that is offered at Clackamas County.</p> <p>Sergeant Thompson and Deputy Wilson will instruct at the Academy, Drift and Jet if their attendance is needed.</p>
<p>Training</p>	<p>Expectation: New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p> <p>New Marine Deputy Adam Peterson will be attending the Marine Academy, Drift and Jet operations this year.</p>
<p>Non-OSMB Training</p>	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p> <p>Deputy's will participate in all required Sheriff's Office Training. To include monthly training in firearms and defensive tactics.</p>
<p>Maintenance</p>	<p>Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p> <p>We will continue to perform basic repair and maintenance on our boats. Additional training will go to the new deputy this winter on boat maintenance. We would like to get additional training in Rotax / Seadoo maintenance so that we can do our own maintenance on our PWC and Boat with these engine and pumps.</p>
<p>Waterway Markers</p>	<p>Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p> <p>We currently maintain and place about 20 buoys on our waterways.</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will continue to clear waterway hazards using Sheriff's Office resources. If a hazard is unable to be cleared we will reach out to OSMB for assistance.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We do not have any abandoned boats currently in our property room but as these come in we will work with OSMB to dispose of these boats.
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	Clackamas County works with several schools of all age levels throughout the year to educate water safety. We also attend meeting with different adult groups to talk about boating safety. We do provide equivalence exams when requested.
Trailing/Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	Several lakes in the county have to have a boat trailered to them. Some are as long as a 2 hour commute. We pick route to and from these lakes so that other waterway can be checked and patrol at the same time. We have boats inside boathouses on both the upper and lower Willamette River.
Accident Investigation	Expectation: Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUll. Complete reports within timeframe.
	Deputy Belmont has been trained in boat accident investigation and we also have a accident reconstruction team at the Sheriff's Office if needed.
Administrative	Expectation: Office duties required for program operations.
	Most administrative duties are completed by the Sergeant but some are done by the deputies. Although administrative duties are time consuming and necessary at the Clackamas County Marine program we will attempt to do shore or river patrol everyday.
HINS/Livery/Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We currently schedule HIN's on a regular basis and do livery and moorage checks several times a year depending on the need.

**Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental to program. Also, avoid non-marine operations that cause overtime hours to be charged to marine funding.*

Boating Safety Program Proposed Costs



County/Agency: Clackamas County Sheriff's Office FY 2019-20

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$411,623.00	
Boat Allocation:		
Special Emphasis:		
Total:	\$411,623.00	\$0.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$411,623.00	\$229,306.60
2. Operations and Maintenance (Must match totals on Form B)	\$0.00	\$159,735.00
3. Boat		389,041.60
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$411,623.00	\$382,115.60

County/Agency Authorized Representative:

Angela Brandenburg
Signature

4/10/19
Date

Angela Brandenburg
Typed Name


503-655-8218
Telephone

Boating Safety Program



Proposed Personnel Costs – Form A

Note: “# of Hours” equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2080 hrs is full time). Note that total hours should be consistent with combined “Patrol” and “Program” hours on page 1.

County/Agency: Clackamas County Sheriff's  FY 2019-20

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Full Time Supervisor	Sergeant	2,080.00	\$86.12	\$179,129.60	\$128,000.00	\$51,129.60
2. Full Time Deputy	Deputy	2,080.00	\$70.30	\$146,224.00	\$120,000.00	\$26,224.00
3. Full Time Deputy	Deputy	2,080.00	\$70.30	\$146,224.00	\$120,000.00	\$26,224.00
4. 6 month Full Time Deputy	Seasonal Deputy	1,040.00	\$70.30	\$73,112.00	\$23,623.00	\$49,489.00
5. Seasonal PGE Contract Deputy	Seasonal Deputy	400.00	\$36.00	\$14,400.00	\$0.00	\$14,400.00
6. Marine Service Officer 1	MSO	600.00	\$16.60	\$9,960.00	\$0.00	\$9,960.00
7. Marine Service Officer 2	MSO	600.00	\$16.60	\$9,960.00	\$0.00	\$9,960.00
8. Marine Service Officer 3	MSO	600.00	\$16.60	\$9,960.00	\$0.00	\$9,960.00
9. Marine Service Officer 4	MSO	600.00	\$16.60	\$9,960.00	\$0.00	\$9,960.00
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21. Sub-Total (lines 1 thru 20)		10,080.00		\$598,929.60	\$391,623.00	\$207,306.60
22. Overtime (cannot exceed 5% of OSMB's amount on line 21)					\$20,000.00	\$22,000.00
23. Total Proposed Personnel Costs (lines 21 + 22)					\$411,623.00	\$229,306.60

Boating Safety Program

Proposed Operations & Maintenance Costs – Form B



County/Agency: Clackamas County Sheriff FY 2019-20

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle 9,000.00 gallons @ \$ \$3.00 per gallon Boat 6,000.00 gallons @ \$ \$3.00 per gallon <div style="text-align: right; margin-top: 10px;">Subtotal of A:</div>	 	 	
B. Vehicle Lease			
C. Moorage	\$8,220.00	\$0.00	\$8,220.00
D. Expendable Supplies – (\$500 max/each item) specify: 1. Materials and Services 2. 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of D:</div>	 	 	
E. Maintenance – Refer to your 19-20 maintenance service plan, enter data below: Identify by OR # and make: 1. Total Maintenance budget for all boats 2. 3. 4. 5. 6. <div style="text-align: right; margin-top: 10px;">Subtotal of E:</div>	 	 	
F. Insurance – (specify Insurance Company & policy #): Hartford Fire Insurance Policy #520MKA7840	 	 	
G. Non-OSMB Training – specify: 1. 2. 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of G:</div>	 	 	

H. Training Attending– specify:			
1. Drift: Total Training budget for Marine Board Training	\$6,155.00	\$0.00	\$6,155.00
2. Jet:			
3. Academy:			
4. Other:			
Subtotal of H:	\$6,155.00	\$0.00	\$6,155.00
I. Other – specify:			
1. County Allocation Charges	\$33,068.00	\$0.00	\$33,068.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal of I:	\$33,068.00	\$0.00	\$33,068.00
Subtotal:	\$159,735.00	\$0.00	\$159,735.00



Clackamas County 2019 Maintenance Service Plan

Maintenance Budget (*inputted in Action Plan, Form B, Section E*)

When estimating the maintenance budget it is important to review the following:

- 1) Current engine hours
- 2) Maintenance item, service, and interval charts provided in this plan
- 3) Projected platform usage for the budget period
- 4) Actual maintenance costs from previous years
- 5) Maintenance records in the OMLEAR database under *Reports: Patrol Boat Service History*

The marine board is requiring all programs designate a **Maintenance Lead**. The **Maintenance Lead** will ensure all required annual maintenance is completed and recorded. Looking at maintenance records for all counties, there is a significant amount of regular maintenance that is not being reported on and in some cases not being completed.

The **Maintenance Lead** will be the point of contact for the marine board to effectively communicate about the service plans and provide best maintenance practices. There will be a specific meeting held during pre-season for **Maintenance Leads** which will provide additional resources and planning to complete the required maintenance.

If you have questions about this maintenance service plan or need help preparing your maintenance budget please contact **Brian Paulsen** at **503-378-2610** or email: brian.paulsen@oregon.gov. The following are required maintenance items with service intervals based on marine law enforcement use.

2019 River Wild – OR 740 XCX

Engine - Propulsion: Rotax 250 ECT Supercharged 240 HP

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS - 1 YR
Anti-Corrosion Spray	LUBRICATE	1 YR
Supercharger Clutch	CHANGE	200 HRS
Exhaust System	CLEAN - FLUSH	1 YR
Coolant Hoses	INSPECT	1 YR
Engine Coolant	CHANGE	300 HRS - 5 YRS
Fuel Tanks & Hoses	INSPECT	1 YR
Spark Plugs	REPLACE	200 HRS - 2 YRS
Ignition Coil Seals	LUBRICATE	1 YR
Steering Components	INSPECT	1 YR
Propulsion System	INSPECT - LUBE	1 YR
Sacrificial Anode	INSPECT	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR



2016 River Wild – OR 725 XCX

Engine - Propulsion: Yanmar 8 LV Diesel – Hamilton HJ241

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS
Engine Coolant	CHANGE	300 HRS - 5 YRS
Valve Adjustment	SERVICE	250 HRS
Fuel Injection System	SERVICE	500 HRS
Fuel Filter	REPLACE	250 HRS
Fuel - Water Separator	DRAIN	50 HRS
Belts	INSPECT	1 YR
Heat Exchanger	INSPECT - CLEAN	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Reverse Cylinder Shaft	GREASE	100 HRS
Main Jet Thrust Bearing	GREASE	10 HRS
Jet Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

2016 Sea Doo – OR 724 XCX

Engine - Propulsion: Rotax Supercharged 300 HP

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS - 1 YR
Anti-Corrosion Spray	LUBRICATE	1 YR
Supercharger Clutch	CHANGE	200 HRS
Exhaust System	CLEAN - FLUSH	1 YR
Coolant Hoses	INSPECT	1 YR
Engine Coolant	CHANGE	300 HRS - 5 YRS
ITC Lever	LUBRICATE	1 YR
iBR Lever	LUBRICATE	1 YR
Fuel Tank & Hoses	INSPECT	1 YR
Spark Plugs	REPLACE	200 HRS - 2 YRS
Ignition Coil Seals	LUBRICATE	1 YR
Steering Components	INSPECT	1 YR
Propulsion System	INSPECT - LUBE	1 YR
Sacrificial Anode	INSPECT	1 YR
Trailer Bearings & Tires	INSPECT	1 YR



2016 Sea Doo – OR 723 XCX

Engine - Propulsion: Rotax Supercharged 300 HP

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS - 1 YR
Anti-Corrosion Spray	LUBRICATE	1 YR
Supercharger Clutch	CHANGE	200 HRS
Exhaust System	CLEAN - FLUSH	1 YR
Coolant Hoses	INSPECT	1 YR
Engine Coolant	CHANGE	300 HRS - 5 YRS
iTC Lever	LUBRICATE	1 YR
iBR Lever	LUBRICATE	1 YR
Fuel Tank & Hoses	INSPECT	1 YR
Spark Plugs	REPLACE	200 HRS - 2 YRS
Ignition Coil Seals	LUBRICATE	1 YR
Steering Components	INSPECT	1 YR
Propulsion System	INSPECT - LUBE	1 YR
Sacrificial Anode	INSPECT	1 YR
Trailer Bearings & Tires	INSPECT	1 YR

2016 Bad Cat – OR 926 XX

Engine - Propulsion: cataraft w/o motor

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR

2016 Bad Cat – OR 927 XX

Engine - Propulsion: cataraft w/o motor

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR



2014 River Wild – OR 497 XCX

Engine - Propulsion: Yanmar 6 LP Diesel - Hamilton HJ241

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS
Engine Coolant	CHANGE	300 HRS - 5 YRS
Valve Adjustment	SERVICE	250 HRS
Fuel Injection System	SERVICE	500 HRS
Fuel Filter	REPLACE	250 HRS
Fuel - Water Separator	DRAIN	50 HRS
Belts	INSPECT	1 YR
Heat Exchanger	INSPECT - CLEAN	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Reverse Cylinder Shaft	GREASE	100 HRS
Main Jet Thrust Bearing	GREASE	10 HRS
Jet Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

2009 Thunder Jet – OR 402 XCX

Engine - Propulsion: Mercury Sport Jet 200 HP

ITEM	SERVICE	INTERVAL
Bilge Siphon Hose	INSPECT - CLEAN	10 HRS
Drive Housing Lubricant	REPLACE	1 YR
Stator Assembly Lubricant	REPLACE	1 YR
Fuel Filter (In-Line)	REPLACE	1 YR
Fuel Water Separator	REPLACE	1 YR
Compressor Air Filter	REPLACE	1 YR
Spark Plugs	INSPECT	100 HRS
Belts	INSPECT	1 YR
Belt Tensioner	LUBE	1 YR
Impeller Shaft	GREASE	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Reverse Gate Bushings	INSPECT	1 YR
Cooling System	FLUSH	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR



2009 Sotar

Engine - Propulsion: raft w/o motor

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR

2007 North River – OR 384 XCX

Engine - Propulsion: Marine Power 6.0L – Hamilton HJ212

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	50 HRS
Engine Coolant	CHANGE	2 YRS
Spark Plugs	INSPECT - CLEAN	1 YR
Fuel Filter (G Force)	REPLACE	1 YR
Flame Arrestor	CLEAN	100 HRS
Belts	INSPECT	1 YR
Spark Plug Wires	INSPECT	1 YR
Breather Hoses	CLEAN	1 YR
Starter Bendix	GREASE	1 YR
Heat Exchanger	INSPECT - CLEAN	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Main Jet Thrust Bearing	GREASE	10 HRS
Annual Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

2004 Sotar

Engine - Propulsion: cataraft w/o motor

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR