



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment No. 01 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation.

<b>Purpose/Outcome</b>	Approval of the Amendment to retain services of CCSO to enforce motor carrier safety regulations
<b>Dollar Amount and Fiscal Impact</b>	The State shall reimburse certified officers a maximum \$113.75 per qualified safety stop (QSS) not to exceed \$25,000
<b>Funding Source</b>	The Oregon Department of Transportation is the source of the funds
<b>Duration</b>	Award period is July 1, 2019 – June 30, 2020
<b>Previous Board Action/Review</b>	The County Board of Commissioners has previously approved participation of the CCSO in the MCSAP program
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	Andrew Naylor, via email 4/21/2020
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012

**BACKGROUND:**

The purpose of the Oregon Motor Carrier Safety Actions Plan (MCSAP) is to enhance highway safety through the uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles. This amendment reduces the FY 2020-21 contract amount to \$25,000; reflecting the amount of inspections CCSO can reasonably accomplish this fiscal year which will free-up funds for partner agencies who can to conduct additional inspections.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office and the Oregon Department of Transportation for the Enforcement of the FY2019-20 Oregon Motor Carrier Safety Action Plan.

Respectfully submitted,

Jenna Morrison  
Chief Deputy

*"Working Together to Make a Difference"*

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
Oregon Motor Carrier Safety Action Plan  
(MCSAP)**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **Clackamas County**, acting by and through its Sheriff’s Office, hereinafter referred to as “Agency,” entered into on August 9<sup>th</sup>, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to change the not-to-exceed amount of the Agreement.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

**a. Terms of Agreement, Paragraph 1, Page 2, which reads:**

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A” attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$75,000.00 in state funds, which may be increased by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A” attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$25,000.00 in state funds, which may be increased by a fully executed amendment.

**b. State Obligations, Paragraph 1, Page 5, which reads:**

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$75,000.00. Travel expenses will not be reimbursed.

**Shall be deleted in its entirety and replaced with the following:**

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written

warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$25,000.00. Travel expenses will not be reimbursed.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State  
Agreement No. 33533-01

**Clackamas County**, by and through its  
Sheriff's Office

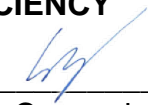
By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By  \_\_\_\_\_  
Agency Counsel

Date 04/21/2020 \_\_\_\_\_

**Agency Contact:**

Sergeant Sean Collinson  
2223 Kaen Rd.  
Oregon City, OR 97045  
971-563-9529  
seancol@co.clackamas.or.us

**State Contact:**

Howard "Russ" Russell  
Safety Enforcement Manager  
3930 Fairview Industrial Ave NE  
(503) 373-1979  
Howard.H.RUSSELL@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Amy Ramsdell, Motor Carrier  
Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Howard "Russ" Russell, Safety  
Enforcement Manager

Date \_\_\_\_\_



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Approve Amendment Number 3 to the  
Agreement with the Oregon State Marine Board

<b>Purpose/Outcome</b>	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan reimburses the Sheriff's Office for expenses as outlined in the Plan.
<b>Dollar Amount and Fiscal Impact</b>	The total Fiscal Year 2020 Operating Plan includes \$461,840.93 in support from the Marine Board, as well as, an estimated \$389,041.60 from CCSO.
<b>Funding Source</b>	The Oregon State Marine Board is the source of funds for the Operating Plan and this amendment.
<b>Duration</b>	Effective July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	The Plan, and subsequent amendments, provides funding for patrol services on all Clackamas County waters; to include investigation of boating law violations and boating accidents, examination of boats and other services. Thus, helping to ensure safe, healthy and secure communities.
<b>Previous Board Action/Review</b>	Approval of multiple, prior fiscal year requests.
<b>Counsel Review</b>	Andrew Naylor via email 4/21/2020
<b>Contact Person</b>	Nate Thompson – Office (503) 572-7118
<b>Contract No.</b>	IGA No. 19-20 CLACKAMAS-001 & -002

## BACKGROUND:

Funds from the Marine Board operating plan, in general, pay for staff costs, boat fuel, training, insurance, boat maintenance and other administrative costs. The \$16,516 addition of funds will pay for a replacement engine, and associated labor costs, for an existing Marine Patrol boats.

## RECOMMENDATION:

Staff recommends the Board approve this Amendment which combines previous Amendments Number 1 and Number 2, increasing Clackamas County's Operating Plan by \$16,516.

Respectfully submitted,

Jenna Morrison  
Chief Deputy

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**INTERGOVERNMENTAL AGREEMENT  
AMENDMENT NO. 3  
IGA NO. 19-20 CLACKAMAS-003  
OREGON STATE MARINE BOARD AND CLACKAMAS COUNTY**

This Amendment hereby modifies the Law Enforcement Intergovernmental Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called "OSMB," and Clackamas County, hereinafter called the "County." The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement (the "Agreement") with the County of Clackamas for marine law enforcement activities.

The Agreement entered into on July 1, 2019, shall be amended as follows:

**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 **\$461,840.93** for the agreement term **for the costs described in the Boating Safety Action Plan, attached to the Agreement as Exhibit B, and Amendment Nos. 1 and 2, together with \$16,516 for the purchase of a new engine, rigging, parts and supplies for the repower of the 2007 North River boat OR 384 XCX.** 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.

This Amendment forms a part of the Agreement. Except as specifically modified above, all other terms and conditions of the original Agreement are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

OSMB

COUNTY

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_