



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

10/06/2022

Board of County Commissioners
Clackamas County

Approval of Amendment #2 with the State of Oregon Department of Transportation for Services Related to the Motor Carrier Safety Assistance Program. Total value is \$25,000. Funding through Oregon Department of Transportation. County General Funds are not involved.

Purpose/Outcome	The State of Oregon, through its Department of Transportation (ODOT), wishes to retain the services of the Clackamas County Sheriff's Office (CCSO) to perform enforcement of motor carrier safety regulations in mutually agreed upon highway locations
Dollar Amount and Fiscal Impact	The total project cost is \$25,000, including a 5.00% matching fund requirement. CCSO will be reimbursed a maximum of \$23,750
Funding Source	ODOT will reimburse CCSO for the cost of services provided
Duration	The service period dates under amendment #2 are 10/01/22 through 09/30/23
Previous Board Action/Review	Briefed at Issues 10/04/2022
Strategic Plan Alignment	Furthers the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
Counsel Review	Date of Counsel review: 08/08/2022 Name of County Counsel performing review: Andrew Naylor
Procurement Review	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.) 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Not applicable
Contact Person	Nancy Artmann, CCSO Finance Manager, 503.785.5012
Contract No.	73000-00004096

BACKGROUND: The purpose of the Oregon Motor Carrier Safety Action Plan (MCSAP) is to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and reduce injuries and fatalities caused by such vehicles.

RECOMMENDATION: Staff recommend approval of this amendment and request that the Chair of the Board of County Commissioners, or their designee, sign on behalf of the County.

Respectfully submitted,

Angela Brandenburg
Sheriff

AMENDMENT NUMBER 02
INTERGOVERNMENTAL AGREEMENT
Motor Carrier Safety Assistance Program Federal Fiscal Year 2022
Clackamas County Sheriff's Office

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, Commerce and Compliance Division, hereinafter referred to as "ODOT," and **Clackamas County**, acting by and through the Clackamas County Sheriff's Office, hereinafter referred to as "CCSO," entered into on November 2, 2021, and Amendment Number 01 entered into on May 31, 2022.

It has now been determined by ODOT and CCSO that the Agreement referenced above shall be amended to add a new service period, add funds for the new service period, and extend the Agreement termination date.

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 2, page 2, which reads:**

2. Total Project cost is \$25,000, including CCSO's five (5%) percent matching fund requirement. ODOT's payments to CCSO under this Agreement will be based on actual costs related to the MCSAP activities. Program payments will be made solely from federal funds and shall not exceed \$23,750. No state funds are obligated under this Agreement. CCSO shall be responsible for any nonparticipating costs and Project costs beyond the estimate.

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

2. Total Project cost is as follows, which includes CCSO's five (5%) percent matching fund requirement.

a. Total Project cost for the service period dates 10/01/21 through 09/30/22 is \$25,000. Program payments will be made solely from federal funds and shall not exceed \$23,750.

b. Total Project cost for the service period dates 10/01/22 through 09/30/23 is \$25,000. Program payments will be made solely from federal funds and shall not exceed \$23,750.

ODOT's payments to CCSO under this Agreement will be based on actual costs related to the MCSAP activities. No state funds are obligated under this Agreement. CCSO shall be responsible for any nonparticipating costs and Project costs beyond the estimate.

b. Terms of Agreement, Paragraph 3, page 2, which reads:

3. This Agreement covers services performed, during the period from July 1, 2021, through September 30, 2022. The final payment for work completed may be made through December 31, 2022, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

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

3. This Agreement covers services performed during the following periods:
 - a. October 1, 2021, through September 30, 2022
 - b. October 1, 2022 through September 30, 2023

The final payment for work completed may be made through December 31, 2023, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

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.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

Clackamas County, by and through its
Sheriff's Office

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If
required in CCSO's process)**

By _____
CCSO Counsel

Date _____

CCSO Contact:

Sgt. Marc Griffith
Clackamas County Sheriff's Office
9101 SE Sunnybrook Blvd.
Clackamas, OR 97015
(971) 275-2452
mgriffith@clackamas.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Carla Phelps, Manager, Commerce &
Compliance Division, Enforcement and
Safety Section

Date _____

APPROVAL RECOMMENDED

By _____
Elisha Brackett, Fiscal Officer, Commerce
& Compliance Division

Date _____

ODOT Contact:

Howard Russell
Safety Enforcement Manager
3930 Fairview Industrial Drive SE
Salem, OR 97302
(503) 373-1979
Howard.h.russell@odot.oregon.gov