

DRAFT

Approval of Previous Business Meeting Minutes:

April 9, 2020

## 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, April 9, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\*COVID-19 Update**

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

Nancy Bush gave a brief update regarding COVID-19.

*~Board Discussion~*

Steven Madkour:

1. Approval of Addendum No. 2 to Resolution No. 2020-14 Emergency Declaration.

Chair Bernard asked for discussion.

*~Board Discussion~*

### **MOTION:**

Commissioner Savas: I move we approve Addendum No. 2 to Resolution No. 2020-14, Declaring a Local State of Emergency and Declaring Emergency Measures.

Commissioner Fischer: Second.

the Clerk called the Poll

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

## **I. PUBLIC HEARING**

1. Public Hearing on the Proposed Community Development 2020 Action Plan

Mark Sirois, Community Development presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Dylan Blaylock to moderate this portion.

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

1. Siobhan Taylor, West Linn - Willamette Falls Heritage Council spoke in support.
2. Trell Anderson, NW Housing Alternative spoke in support.

3. Michelle Millenbach, lives near Bilquest Elementary School – want to know about the scope of local government and concerns about 5G technology near the schools. Chair Bernard closed the public hearing and announce this item will come back for Board action at the April 30, 2020 regular scheduled Business Mtg.

## **II. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Fischer: Second.  
the Clerk called the roll  
Commissioner Humberston: Aye.  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

### **A. Health, Housing & Human Services**

1. Approval for Agreement No. 9683 to a Provider Participation Agreement with CareOregon for Behavioral Healthcare Services - *Health Centers*
2. Approval for Agreement #9528 to a Personal Services Agreement with Northwest Family Services (NWFS) for Patient Referrals for Behavioral Healthcare Services. – *Health Centers*

### **B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement to Provide Planning Services to the City of Gladstone
2. Approval of an Oregon Public Works Emergency Response Cooperative Assistance Agreement

### **C. Elected Officials**

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

### **D. Business & Community Services**

1. Approval of Modification No. 7 of Grant Agreement 13-SA-11060600-013 between Clackamas County and USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program
2. Approval of Research Services Agreement No. 28778 between Clackamas County and University of Oregon

## **III. CITIZEN COMMUNICATION** - Moderated by Dylan Blaylock, PGA

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

1. Kim Beeler, Lake Oswego – email – small business needs assistance during this crisis.
2. Christen Campbell, Lake Oswego – email – where to give donations.

3. David Nuevel, Estacada – email - thanks for the support of Clackamas Women Services.
4. Karen Gill, Oak Grove – can you closed boat ramp in Oak Grove.

*~Board Discussion~*

#### **IV. COUNTY ADMINISTRATOR UPDATE**

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

#### **V. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:40 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

June 18, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the  
Clackamas County Sheriff's Office and the City of Gladstone, Oregon to  
Participate in an Interagency Special Weapons and Tactics (SWAT) Team

<b>Purpose/Outcome</b>	This Agreement (IGA) expands the existing CCSO SWAT team to an Interagency <i>team</i> .
<b>Dollar Amount and Fiscal Impact</b>	\$0.
<b>Funding Source</b>	None.
<b>Duration</b>	This Agreement is perpetual.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	Furtheres the County's focus on keeping our residents safe, healthy and secure
<b>Counsel Review</b>	This agreement has been reviewed and approved by County Counsel.
<b>Contact Person</b>	Nancy Artmann, Sheriff's Office Finance Manager (503) 785-5012

**BACKGROUND:** SWAT teams provide a systematic approach to saving lives and apprehending dangerous offenders in situations requiring a higher degree of training, planning and logistical support than that available to the individual deputy or police officer. Training and deployments of SWAT teams takes a great deal of time and can deplete staffing resources that are available for daily operations. Prior to development of an Interagency SWAT team, the Sheriff's Office team operated at the minimum staffing level set by national standards.

The CCSO SWAT team has traditionally provided services to incorporated cities within Clackamas County without any request for reimbursement of expenses. By forming an interagency agreement, we create an opportunity to add additional manpower to the SWAT team while sharing the expenses incurred during training and activations. This IGA creates a unique opportunity for partnering with law enforcement agencies in our County. This partnership benefits the cities by virtue of presenting opportunities for their employees that may not otherwise be available. The County benefits through expansion of the existing SWAT team and opening a better line of communication for planning tactical situations.

There is no financial impact to CCSO through the partnership formed in this agreement. This IGA commences upon signing and is perpetual. The agreement may be terminated by any party with 30 days written notice. County Counsel has approved this Intergovernmental agreement.

**RECOMMENDATION:** It is recommended that the Board of County Commissioners approve this IGA between the Clackamas County Sheriff's Office and the City of Gladstone to further enhance the existing multi-agency partnership.

Respectfully submitted,

Craig Roberts, Sheriff

## INTERGOVERNMENTAL AGREEMENT

### PARTICIPATION ON CLACKAMAS COUNTY SHERIFF'S SPECIAL WEAPONS AND TACTICS TEAM

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010, et seq., and ORS 206.345 by the following entities: Clackamas County by and through the Clackamas County Sheriff (Sheriff), and the City of Gladstone, by and through their Police Department (Participating Agency).

#### RECITALS

WHEREAS, the purpose of this agreement is to enhance the coordination of personnel and resources among Clackamas County law enforcement agencies and the Sheriff to provide for a safe and efficient response to special, high-risk situations involving the need for special weaponry and tactical training;

WHEREAS, the Participating Agency understands that the Sheriff's SWAT Team responds to situations involving an extraordinary degree of danger that is beyond the scope of regular law enforcement operations, and the Participating Agency desires to participate in SWAT Team activities and assume the risks and liabilities inherent therein;

NOW THEREFORE, the parties agree as follows:

#### Section 1. RESPONSIBILITIES OF PARTICIPATING AGENCY

##### 1.1 QUALIFICATION AND OBLIGATIONS:

- 1.1.1 Participating agency SWAT Team members shall be selected at the sole discretion of the Sheriff on recommendation from the participating agency. Minimum qualifications will include successful completion of a physical fitness test, firearms qualification and an oral interview with the Sheriff or designee. There is no guarantee that law enforcement personnel who meet the minimum qualifications will be selected. Final determination of a member's selection or termination shall be at the discretion of the Sheriff in consultation with SWAT Team Commander.
- 1.1.2 Participating Agency personnel under this Agreement shall remain employees of their agency, but shall be under the direction and control of the Sheriff while performing SWAT Team operations and training.

- 1.1.3 Length of SWAT team assignment and number of hours/days shall be determined by the Participating Agency in consultation with the SWAT Team Commander.
- 1.1.4 The Participating Agency shall pay all wages and benefits due any of its personnel during service on the SWAT Team, including overtime pay, worker's compensation benefits, and death benefits as if those personnel were on duty working directly for the Participating Agency.
- 1.1.5 The Participating Agency shall be solely responsible for the injuries or death of its personnel participating in SWAT Team operations and training.
- 1.1.6 The Participating Agency shall supply and pay for all equipment items deemed necessary by the Sheriff's SWAT team commander, not limited to ballistic vests, weapons, helmets, uniforms, ammunition and vehicles; pay for the repair or replacement of its own property; and the ordinary wear and tear and routine maintenance of its own equipment.
- 1.1.7 The Participating Agency waives the right to sue Clackamas County and the Sheriff for the injuries or death of its personnel participating in SWAT Team operations and training unless the injuries or death were caused wholly or partially by the gross negligence of Clackamas County, the Sheriff or its officers, employees or volunteers.

## 1.2 INDEMNIFICATION AND INSURANCE

The Participating Agency and the Sheriff acknowledge that in the event of a tort claim or civil action arising out of an alleged act or omission relating to SWAT team activities the individual SWAT Team participants would be entitled to defense and indemnity under the provisions of the Oregon Tort Claims. The parties further acknowledge that it is in their mutual best interest to provide for the handling of such claims if and when they arise. As such the parties agree as follows:

1.2.1 The Participating Agency shall be responsible for its own defense and indemnity as well as the defense and indemnity of its officers, employees and agents. Clackamas County shall be responsible for its own defense and indemnity as well as the defense and indemnity of its officers, employees and agents. For the purposes of this provision the parties agree that neither they nor their officers or employees are agents of any of the other parties.

1.2.2 If the Participating Agency or the Sheriff receives notice of a claim or suit relating to SWAT team activities they shall promptly notify the other parties.

1.2.3 The Participating Agency and the Sheriff agree to fully cooperate with the other in the adjustment or litigation of all such claims or suits relating to SWAT team activities.

1.2.4 In the event of a civil action arising out of SWAT team activities, the Participating Agency and the Sheriff agree not to litigate in that action the relative fault of the other but, instead, to delay resolution of that issue until such time as the civil action has been concluded. If following the conclusion of the civil action the Participating Agency or the Sheriff believes that they are required to pay more than their proportionate share of any liability imposed in that action, then they shall notify the other in a writing mailed no later than 60 days following the conclusion of the civil action. Thereafter they shall meet and confer in an attempt to resolve the matter. If a resolution of the matter is not reached within 90 days of the date the notice was mailed, the Participating Agency or the Sheriff may make a written demand for arbitration of the dispute. The parties shall have 30 days following the mailing of the demand to agree upon an arbitrator. If agreement on an arbitrator is not reached either the Participating Agency or the Sheriff may petition the Clackamas County Circuit Court for the appointment of an arbitrator. The arbitration shall be conducted in the same manner as court annexed arbitration under ORS 36.400 to 36.425 except the written notice of dispute shall serve as the summons and complaint, no answer shall be required and the decision of the arbitrator shall be binding. The requirements of this subsection may be waived so long as such waiver is in a writing signed by a duly authorized representative of each party.

1.2.5 Each party shall obtain insurance coverage for themselves and their officers, employees and agents. Such insurance shall have liability limits no less than the applicable limits of liability provided for under the Oregon Tort Claims Act. A party may use self-insurance to meet this requirement in whole or in part so long as that party maintains an actuarially sound self-insurance fund for that purpose.

1.2.6 Nothing in this section shall be construed as waiving or limiting the right of the Participating Agency or the Sheriff to refuse defense or indemnity under the provisions of ORS 30.285-30.287.

## **Section 2. DURATION, WITHDRAWAL AND TERMINATION**

- 2.1 This Agreement is perpetual unless terminated by any party with thirty days written notice to the other or sooner by mutual agreement.
- 2.2 Participating Agency SWAT Team members serve at the will of the Sheriff and may be removed without cause at any time.



- 2.3 A Participating Agency SWAT team member may be removed from the SWAT team by the Participating Agency at any time without prior notice.

### Section 3. SEVERABILITY

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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

### Section 4. EFFECTIVE DATE

This Agreement shall commence on the date of execution and authorization as to that party.

### Section 5. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

### Section 6. AMENDMENT

The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be effective as to each party upon execution and authorization by that party.

### Section 7. AUTHORITY

Each party has the full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

### Section 8. ANNUAL MEETING

The Sheriff, or his designee and a representative from each Participating Agency shall meet at least once annually to review the application of this agreement and the performance of SWAT team members from Participating Agencies.

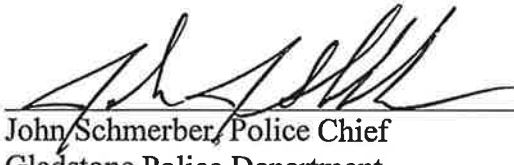
*Signature page follows:*

By their signatures below, the parties to this agreement consent to the terms, conditions, and content expressed herein and have executed this agreement by their authorized representatives:



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Craig Roberts, Sheriff  
Clackamas County Sheriff's Office  
Date:



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John Schmerber, Police Chief  
Gladstone Police Department  
Date: 5-14-2020

Approval of an Intergovernmental Agreement

Participation on Clackamas County Sheriff's  
Special Weapons and Tactics Team

DATED this \_\_\_ day of \_\_\_\_\_, 2020.

**BOARD OF COUNTY COMMISSIONERS**

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**Chair**

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**Recording Secretary**



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

June 18, 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 \$453,324.93 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. Last 4/30/20, however, amount was incorrect.
<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. However, the total amount of contract was incorrect, amount should be \$445,324.93.

Respectfully submitted,

Craig Roberts  
Sheriff

*"Working Together to Make a Difference"*

**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 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 **\$445,324.93** for the agreement term **for the costs described in the Action Plan and Amendment Nos. 1 and 2, and an additional \$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: \_\_\_\_\_



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

June 18, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County on the Behalf of the Clackamas County Sheriff's Office for Transit Police Services

<b>Purpose/Outcome</b>	Approval of the Amendment will allow for an extension of services in order for negotiation of a new Intergovernmental agreement to be completed for Tri-Met Police Services to be provided by the Clackamas County Sheriff's Office (CCSO)
<b>Dollar Amount and Fiscal Impact</b>	CCSO will invoice Tri-Met for the complete cost of providing the police services
<b>Funding Source</b>	Tri-Met is the source of the funds
<b>Duration</b>	Award period is extended to December 31, 2020
<b>Previous Board Action/Review</b>	The County Board of Commissioners has previously approved this IGA for Tri-Met Police Services
<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 6/9/2020
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012
<b>Contract No.</b>	Agreement No. GS150813LG

**BACKGROUND:**

Amendment will give continuance of transit police services under Contract GS150813LG through December 31, 2020 for the purpose of negotiating a new Intergovernmental agreement for Police Services.

**RECOMMENDATION:** The Clackamas County Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office, Tri-County Metropolitan Transportation District of Oregon and the City of Portland.

Respectfully submitted,

Craig Roberts  
Sheriff

*"Working Together to Make a Difference"*

**AMENDMENT NUMBER 1**  
**INTERGOVERNMENTAL AGREEMENT AMONG THE TRI-COUNTY**  
**METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, THE CITY OF**  
**PORTLAND, AND THE CLACKAMAS COUNTY SHERIFF'S OFFICE FOR TRANSIT**  
**POLICE SERVICES**  
Agreement No. GC150813LG

This Amendment No. 1 to the Intergovernmental Agreement (Agreement) between the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland (Portland), and the Clackamas County Sheriff's Office for Transit Police Services is entered into effective the date when fully executed by both parties and amends the Agreement as set forth below.

1. Term: The Parties extend the final term of this Agreement for a period of time up to December 31, 2020 for the purpose of negotiating a new service agreement. The Agreement will end at the earlier of December 31, 2020, or when all transit police primary and subsidiary Agreements are executed for all participating jurisdictions.

**NO OTHER CHANGES**

The individuals signing below represent and warrant that they have authority to bind the party for which they sign. This Amendment may be signed electronically in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument.

**CLACKAMAS COUNTY  
SHERIFF'S OFFICE**

**TRIMET**

**CITY OF PORTLAND**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marla Blagg  
TriMet Exec. Dir. Safety and  
Security

\_\_\_\_\_  
Jami Resch  
Chief of Police

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SIGNATURE PAGE CONTINUED**

Approved as to form:

\_\_\_\_\_  
Attorney for Clackamas  
County Sheriff's Office

\_\_\_\_\_  
TriMet General Counsel

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**INTERGOVERNMENTAL AGREEMENT  
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CLACKAMAS COUNTY  
FOR TRANSIT POLICE SERVICES  
Contract No. GS150813LG**

**This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (“TriMet”), the City of Portland (Portland) and Clackamas County, pursuant to authority granted in ORS Chapter 190.**

**RECITAL**

TriMet, Portland and Clackamas County (“the parties”) desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

**AGREEMENT**

The parties agree as follows:

1. TERM: The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.
2. RESPONSIBILITIES OF PARTIES: See attached Exhibits A and Exhibits 1 through 4.
3. TERMINATION:
  - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
  - b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
  - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach (“Cure Period”). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default and pursue any available legal or equitable remedies.
  - d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and Clackamas County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Clackamas County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Clackamas County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Clackamas County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
11. FEDERAL FUNDING: This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.


12. ENTIRE AGREEMENT: This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 4 which are attached hereto and made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

**CLACKAMAS COUNTY**  
 2051 Kaen Road  
 Oregon City, OR 97045

**CITY OF PORTLAND**  
 1221 SW 4<sup>TH</sup> Ave.  
 Portland, OR 97204

**TRI-COUNTY METROPOLITAN  
 TRANSPORTATION DISTRICT OF  
 OREGON (TRIMET)**  
 4012 SE 17<sup>th</sup> Ave.  
 Portland, OR 97202

  
 John Ludlow  
 Chair  
 Clackamas County Commissioners

  
 Charlie Hales  
 Mayor

  
 Harry Saporta  
 Executive Director, Safety, Security &  
 Environmental Services

10-15-15 C.2.  
 date

1/20/2016  
 date

2/05/2016  
 date

  
 Craig Roberts  
 Sheriff


  
 Mary Hull Caballero  
 Auditor

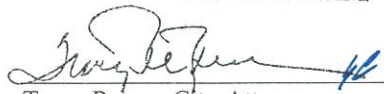
10-1-15  
 date

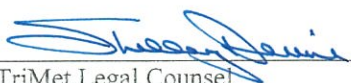
1/28/16  
 date

Approved as to form:

APPROVED AS TO FORM

  
 Legal Counsel  
9.29.15  
 date

  
 Tracy Reeve, City Attorney  
 CITY ATTORNEY  
10/11/15  
 date

  
 TriMet Legal Counsel  
2/8/16  
 date



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 18, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 34057 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) NTE \$25,000.
<b>Funding Source</b>	The Oregon Dept. of Transportation is the source of the funds
<b>Duration</b>	Award period is July 1, 2020 – June 30, 2021
<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>	Furthers the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	Andrew Naylor, via email 6/9/2020
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012
<b>Contract No.</b>	Agreement No. 34057

**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.

**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 FY2020-21 Oregon Motor Carrier Safety Action Plan.

Respectfully submitted,

Craig Roberts  
Sheriff

*"Working Together to Make a Difference"*

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

**THIS AGREEMENT** is made and entered into by and 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 the Clackamas County Sheriff's Office ("CCSO"), hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Pursuant to ORS 825.248, the Oregon Department of Transportation (ODOT) is required to develop an annual commercial motor vehicle safety plan, referred to as the Oregon Motor Carrier Safety Action Plan (MCSAP). The goal of the MCSAP is to reduce accidents involving commercial motor vehicles (CMV) and to reduce injuries and fatalities resulting from accidents involving CMVs. On-road vehicle inspections focusing on conditions that would require the CMV or CMV operator to be taken out of service can reduce truck-at-fault crashes on Oregon highways. Because the on-road vehicle inspections would be precipitated by a valid traffic stop of the CMV, the on-road vehicle inspections may also curb unsafe driving actions of CMV operators that would be subject to a traffic citation or written warning.
3. By the authority granted in ORS 825.250(2), the Oregon Department of Transportation (ODOT) may enter into agreements with Agency or a city to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials when the inspections are performed by employees of the Agency or agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560.
4. Agency employs individuals who are trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560. Agency wishes to have said employees perform inspections of commercial vehicles, drivers, general cargo or hazardous materials on behalf of, and at the request of, State.
5. State wishes to enter into an agreement with Agency to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, using employees of the Agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560 in order to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

## **DEFINITIONS**

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.
3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.
4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

For the purpose of enforcing traffic offenses contained in the Oregon Vehicle Code, except for ORS 810.230, "highway" includes premises open to the public that are owned by a homeowners association and whose boundaries are contained within a service district established on or before July 1, 2002, under ORS 451.410 to 451.610. [1983 c.338 §51; 2007 c.561 §1]

## **TERMS OF AGREEMENT**

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.

2. The term of this Agreement shall begin on July 1, 2020 or on the date all required signatures are obtained, whichever is later, and will terminate on June 30, 2021 or upon completion of the project and final payment, unless extended by a fully executed amendment.

### **Agency OBLIGATIONS**

1. Agency, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop. The safety inspection shall comply with the North American Standard Inspection Procedures, which are incorporated by reference and made part of this Agreement.
2. Agency shall conduct roadside inspections in a manner that provides a continuous enforcement presence in identified locations on highways throughout the term of the agreement.
3. When performing inspections as described herein, said inspections shall be documented electronically using the system(s) provided by ODOT or on paper forms provided by ODOT. All appropriate measures to protect personal protected information (PPI), shall be taken by Agency prior to submittal. PPI is defined as information that can be used to distinguish or trace an individual's identity or, when combined with other personal or identifying information, is linked or linkable to a specific individual.
4. Agency Authorized Representative shall conduct roadside inspections at locations on state highways that are adequate to protect the safety of driver and enforcement personnel.
5. Agency shall provide copies of any truck/driver inspections and CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
6. Agency agrees that their Authorized Representative will implement inspection procedures in accordance with minimum standards contained herein.
7. Agency agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
  - a. OAR 740-100-0090, Part I- Driver.
  - b. OAR 740-100-0070, Part II - Vehicle.
  - c. OAR 740-100-0080, Part III - Hazardous Materials.
8. Agency agrees citations and written warnings shall include at a minimum the following:

- a. Date of QSS
  - b. Location of QSS (Hwy, Direction, and Milepost Marker)
  - c. Vehicle License Number
  - d. Motor Carrier Name
  - e. Motor Carrier US DOT Number
  - f. Driver Name and Driver License Number
  - g. Reason for QSS
  - h. Violation(s)
  - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed the amount listed under Terms of Agreement, Paragraph 1. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than



\$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

14. Agency certifies and represents that the individual(s) signing this Agreement has/have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency's Project Manager for this Project is Sergeant Sean Collinson, 2223 Kaen Rd., Oregon City, OR 97045, 971-563-9529, seacol@co.clackamas.or.us or assigned designee upon individual's absence. Agency's billing address is: 2223 Kaen Rd., Oregon City, OR 97045. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **STATE OBLIGATIONS**

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.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is Howard 'Russ' Russell, 3930 Fairview Industrial Dr. SE, Salem, OR, [Howard.H.RUSSELL@odot.state.or.us](mailto:Howard.H.RUSSELL@odot.state.or.us), (503) 373-1979 or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **GENERAL PROVISIONS**

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency/, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency/ fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of Agency on the one hand and of State 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits 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, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**Signature Page to Follow**

**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 \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM (if required)**

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

Date \_\_\_\_\_

**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 \_\_\_\_\_

**EXHIBIT A**  
**Agency PATROL Locations**

The Portland Police Bureau and the Department of Transportation agree that only inspections conducted on I-205 and I-5 within the official limits of the Agency will qualify for CMV QSS.

Inspections conducted at other locations may qualify for CMV QSSs, if prior approval from ODOT is received.

**EXHIBIT B**  
**Invoice Cover Sheet**

**Agreement # 34057 Oregon Motor Carrier Safety Action Plan**

Agency Name:	Clackamas County Sheriff's Office
Address:	2223 Kaen Rd.
City:	Oregon City
State/Zip:	OR, 97045
Contact Name:	Sergeant Sean Collinson
Telephone Number:	971-563-9529

**Month Stops were made:** \_\_\_\_\_

<b>Number of CMV QSS that qualified for payment:</b>	<b>Rate</b>	<b>Amount</b>
	\$113.75	



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 17, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest

<b>Purpose/Outcome</b>	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
<b>Dollar Amount and Fiscal Impact</b>	The total calendar year 2020 operating plan is \$60,831.55. Law enforcement activities will be billed by the hour.
<b>Funding Source</b>	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Safety Impact</b>	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2020.
<b>Previous Board Action/Review</b>	Agreement has been approved annually since FY 2013.
<b>Counsel Review</b>	Andrew Naylor, via email May 20, 2020
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
<b>Contract No.</b>	FS Agreement No. 18-LE-11060600-007

**BACKGROUND:**

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. This coverage is primarily between Memorial Day and Labor Day when the public is more active in the area. Two deputies are assigned including one on National Forest System lands within the Zigzag Ranger District and one within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites and dispersed areas.

This contract reimburses the Sheriff's Office for the cost of the deputies as well as associated support costs including vehicles and supervision. The agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve this cooperative agreement and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted,

Craig Roberts,  
Sheriff

*"Working Together to Make a Difference"*



FS Agreement No. 18-LE-11060600-007Mod 2  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
CLACKAMAS, COUNTY OF  
CLACKAMAS COUNTY SHERIFF’S OFFICE  
and the  
USDA, FOREST SERVICE  
MT. HOOD NATIONAL FOREST**

**2020 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas, County of Clackamas County Sheriff’s Office, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #18-LE-11060600-007 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2020 and ending December 31, 2020.

Previous Year Carry-over as of 3/30/2020: \$32,858.55  
Current Calendar Year Obligation: \$27,973.00  
**CY2020 Total Annual Operating Plan: \$60,831.55**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lt. Brian Jensen 2223 Kaen Road Oregon City, OR 97045 Telephone: 503-785-5071 FAX: 503-785-5027 Email: <a href="mailto:brianjen@clackamas.us">brianjen@clackamas.us</a>	Nancy Artmann 9101 SE Sunnybrook Blvd Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: <a href="mailto:nartmann@co.clackamas.or.us">nartmann@co.clackamas.or.us</a>





**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Ross Gamboa 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: <a href="mailto:ross.gamboa@usda.gov">ross.gamboa@usda.gov</a>	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: <a href="mailto:rachele.avery@usda.gov">rachele.avery@usda.gov</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$79.62 per and overtime at the rate of \$97.45 per hour.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 25, 2020, July 4, 2020 and September 7, 2020. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.



There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

***Zigzag Ranger District:***

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.  
Timothy Lake, and all lands and roads adjacent to Timothy Lake.  
Trillium Lake, and all lands and roads adjacent to Trillium Lake.  
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

***Clackamas River Ranger District:***

Timber Lake Job Corps Center  
Dispersed recreation areas east of Promontory Park on Hwy. 224  
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.  
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.  
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Hood River County, is the responsibility of the Hood River County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of: **\$60,831.55**



**III. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies necessary in remote wilderness on forest service lands, in an amount not to exceed \$20,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
  
- B. The U.S. Forest Service may loan the Cooperator equipment as needed, when mutually agreed. While in possession of the Cooperator, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

**U.S. FOREST SERVICE SHALL:**

- 1. Grant permission, subject to U.S. Forest Service limitations and regulations, and those included herein, to the Cooperator for law enforcement purposes, for use of the Mt. Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
- 2. Restrict the use of radio frequency to official business.
- 3. Retain control of the use of these radio frequencies.
- 4. Not charge for the use of the radio frequencies.

**COOPERATOR SHALL:**

- 1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Cooperator radio frequencies. Various channel guard tones are also authorized for use as required.
- 2. Restrict use of the radio frequency to official business.
- 3. Retain control of the use of these radio frequencies.
- 4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
- 5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

Total reimbursement for this category shall not exceed the amount of: \$20,000.00



#### IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
  3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.



**V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service  
 Albuquerque Service Center  
 Payments-Grants and Agreements  
 101B Sun Ave NE  
 Albuquerque, NM 87109

**FAX:** (877) 687-4894

E-Mail: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov)

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.

The statement and invoice should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations  
 Northern Oregon Zone  
 ATTN: Ross Gamboa, Captain  
 16400 Champion Way  
 Sandy, OR 97055

Or to the following e-mail address

[Rachele.avery@usda.gov](mailto:Rachele.avery@usda.gov)

- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$60,831.55	N/A
Training		N/A
Equipment	From patrol activities	N/A
Special Enforcement Situations		N/A
<b>Total</b>	<b>\$60,831.55</b>	<b>N/A</b>



- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

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CRAIG ROBERTS, Sheriff Clackamas County	Date
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Clackamas County Commissioner Clackamas County	Date
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RICHARD PERIMAN, Forest Supervisor U.S. Forest Service, Mt. Hood National Forest	Date
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JOHN BYAS Special Agent in Charge, Pacific Northwest Region	Date
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The authority and format of this agreement have been reviewed and approved for signature.

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JESSICA CLARK (18-LE-11060600-007 MOD 2)  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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