



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 15, 2015

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 2015 Operating Plan is \$396,146.00 in support from the Marine Board as well as an estimated \$249,474.46 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.
Safety Impact	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.
Duration	Effective July 1, 2015 through June 30, 2016
Previous Board Action/Review	Approval of multiple, prior fiscal year requests.
Contact Person	Robert Wurpes, Lieutenant – Office (503) 785-5071
Contract No.	None listed.

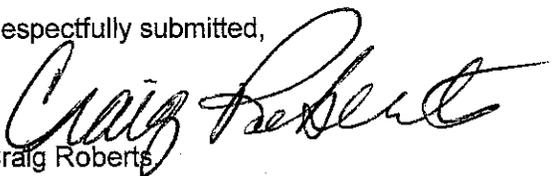
BACKGROUND:

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 authorize Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Craig Roberts
Sheriff

"Working Together to Make a Difference"



Intergovernmental Cooperative Agreement
Between
Oregon State Marine Board
&
Clackamas County

This agreement is entered into by the State of Oregon through the Oregon State Marine Board and Clackamas County under the authority of ORS 830.110 and ORS Chapter 190.

1. Cooperators

This cooperative agreement is between the Oregon State Marine Board; hereafter called SMB and Clackamas County, hereafter called Agency.

2. Term of Agreement

The period of the agreement shall be from July 1, 2015, to June 30, 2016.

3. Services Provided by Agency

Agency 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 SMB Policy and Procedures Manual, revised most recently in 2005, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the Agency 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 Agency. The Agency 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 Action plan described in Exhibit A, attached hereto and incorporated by reference herein.
- H. Provide SMB with monthly activity reports to the SMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Financial Analyst, Oregon State Marine Board, 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within forty-five (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.

4. Services Provided by SMB

SMB agrees to:

- A. Provide Agency an orientation to SMB 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 SMB's law enforcement data base.
- E. Make payment to Agency within 30 days of receiving and approving invoice from Agency.

5. Boat Ownership

- A. The ownership of any boat purchased by the Agency during the term of this agreement shall be vested with the Agency regardless of funding source, subject to Section 5B and Section 9.
- B. During the term of this agreement and for the useful life of the boat or major piece of equipment, the Agency agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the Agency with funds received from SMB, pursuant to this agreement and prior agreements between Agency and SMB. 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, Agency shall apply any proceeds from the trade-in or sale to law enforcement activities approved by SMB, with such approval not to be unreasonably withheld. Notwithstanding Section 9, upon default of this Agreement or notice from SMB to Agency 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 SMB and Agency, shall be returned to the SMB for reassignment if SMB requests that the boat or major pieces of equipment be returned to SMB. Upon SMB's request, Agency agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement, to another county.

6. Consideration

- A. The SMB will, upon receipt and approval of expenditure documentation, pay to the Agency an amount not to exceed **\$397,386** for the agreement term. Payment requests shall be only for authorized services provided by the Agency pursuant to this agreement and for costs actually incurred by the Agency in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At SMB's discretion, federal funds may be used for payment.
- B. Agency 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.

7. Insurance/Indemnification

- A. 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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the SMB is jointly liable with the Agency (or would be if joined in the Third Party Claim), the SMB 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 the Agency in such proportion as is appropriate to reflect the relative fault of the SMB on the one hand and of the 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 the SMB on the one hand and of the 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. The SMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the SMB had sole liability in the proceeding.

With respect to a Third Party Claim for which the Agency is jointly liable with the SMB (or would be if joined in the Third Party Claim), the 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 the SMB in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the SMB 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 the Agency on the one hand and of the SMB 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. The Agency'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.

- B. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

- C. Indemnification by Subcontractors. The Agency 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 Agency'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 Agency's contractor from and against any and all Claims.

- D. During the term of this agreement, the Agency 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 Agency 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 Agency received prior written direction or authorization from the SMB to otherwise dispose of the proceeds.

- E. This agreement is subject to all applicable federal Assurances specified in Attachment 1 attached hereto and by this reference made a part hereof. If applicable, Agency shall provide the SMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31 U.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 Agency has the duty to request the amount of federal pass-through dollars included in the payments made by the SMB to the Agency during that fiscal year.

8. Access to Records

Agency shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records pertinent to this agreement so as to document their performance. Agency acknowledges and agrees that representatives of the SMB and the Oregon Secretary of State's Office and the federal government shall have access to fiscal records and other documents of the Agency that are

pertinent to this agreement to perform examinations and audits. Agency shall retain and keep accessible all such fiscal records and documents for a minimum of seven (7) years, or such longer period as may be required by federal law, following final payment and 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.

9. Security Interest

Agency, in consideration of SMB's provision of services described in section 4, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants SMB a continuing security interest in and so pledges and assigns to SMB all of the rights of Agency and all proceeds and products in the boats and equipment purchased pursuant to SMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). Agency hereby irrevocably authorizes SMB 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 SMB to enforce, SMB's security interest in the Collateral, including, but not limited to, causing SMB's name to be noted as secured party on any certificate of title for a titled good. Agency will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of SMB's prior written approval. Upon the failure by Agency to keep, observe or perform any provision of this agreement, without any other notice to or demand upon Agency, SMB 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.

10. Termination

- A. This agreement may be terminated by mutual consent of both parties.
- B. SMB may terminate this agreement effective upon delivery of written notice to Agency under any of the following conditions.
 1. If SMB's funding is not continued at levels sufficient to allow for purchase of the specified services. The agreement may then be modified to accommodate a reduction in funds.
 2. If the Agency commits any material breach or default of any aspect of this agreement and such breach, default or failure is not cured within such 20-day period after delivery of the Board's notice.
- C. Agency may terminate this agreement if the SMB commits any material breach or default of any aspect of this Agreement and such breach, default or failure is not cured within such 20-day period after delivery of the Agency's notice.
- D. Either party may terminate this Agreement upon 60 days written notice to the other party.
- E. Sections 5, 7, 8 and 9, shall survive termination of the Agreement.

11. Force Majeure

If either Agency or SMB is rendered unable to perform its duties under this agreement due to acts of God, riot, war, terrorism, bioterrorism, civil unrest, flood, earthquake, power outage, or government fiat (a "Force Majeure Event"), then during the Force Majeure Event, but for no longer period, the obligations of such Party will be suspended (or reduced, as applicable) to the extent the Force Majeure Event makes performance impossible. During the occurrence of a Force Majeure Event, the Agency shall use best efforts to continue to perform its duties under this agreement to the maximum extent possible notwithstanding such occurrence. Upon the occurrence of a Force Majeure Event, SMB is obligated to pay only for those deliverables actually delivered and accepted by SMB. If the Force Majeure Event continues to prevent performance for a period of thirty (30) consecutive days, then SMB has the right to suspend its performance or terminate this agreement or both.

12. Amendments

The terms of this agreement shall not be waived, altered, or amended, in any matter whatsoever, except by written consent by both parties.

13. Condition of Performance

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

- A. Agency 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."
- B. 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. Agency shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- C. 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 Agency regulations (40 CFR part 15).
- D. 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).
- E. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- F. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

- G. The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- H. 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).

14. Designation of Forum and Choice of Law:

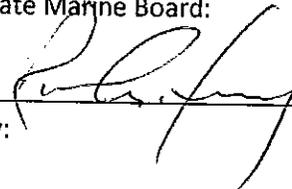
Any party bringing a legal action or proceeding against any other part arising out of or relating to this Agreement shall bring legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

This document constitutes the entire agreement between the parties. The SMB and Agency are the only parties to this agreement and are the only parties entitled to enforce its terms. The Agency, by the signature below of its authorized representative, does acknowledge that it has read this agreement and agrees to its terms and conditions.

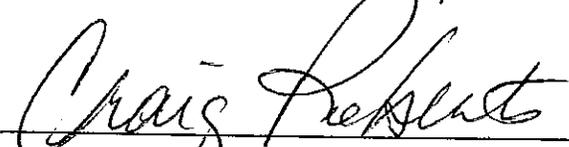
Signatures:

State Marine Board:

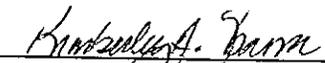
 _____ 10/11/15
By: _____ Date

Clackamas County:

John Ludlow, Chair, Clackamas County Board of Commissioners Date

 _____ 10-7-15
Craig Roberts, Sheriff, Clackamas County Sheriff's Office Date

Approved as to form by:

 _____ 10.5.15
Kimberley A. Ybarra, Senior Assistant County Counsel Date

Boating Safety Program

for Clackamas County Sheriff's Office

FY 2015-2016

Agency



Address: 9101 SE Sunnybrook Blvd., Clackamas, Or 97015

Phone #: 503-655-8218

Contact for Questions: Steve Thoroughman 503-789-0559

Patrol Hours:	2,728	Water %	Shore %
		55	45
Program Hours:	2,727		
Total Hours:	5,455		

Please update your program description to reflect intended actions in the coming year.

FY 2015-2016 Program Overview

Summarize new or evolving trends and issues within your Area Of Responsibility (AOR) and how this affects your program. For example, changing use patterns may increase user conflict or safety concerns, which may require additional patrols or educational efforts.

This past summer we began to see the fruits of our efforts on the Clackamas River. Behavior on the Clackamas is much improved and we are seeing more family use of the river. I will be implementing a diversion program for life jacket citations which will fund the purchase of life jackets for people on the river who are required to, but do not have them. We are also requesting Clackamas County to fund a boat so we have an additional boat we can use on the river.

The closing of the Clackamette Park Boat Ramp has caused quite a bit of additional pressure on other boat ramps in the area. We also anticipate the closing of the Cedar Oak Boat Ramp in West Linn as soon as the in water work period. I spoke with the parks department in West Linn and it will be a major renovation so I do not anticipate the boat ramp opening until next year sometime.

The main ramp at the North Fork Reservoir will be closed again for the second year and is due to open next year due to a PGE project. They are assembling a large piece of equipment at the main boat ramp but the lower gravel ramp will remain open.

Boaters in the Newberg Pool were very happy with the temporary opening of a zone for wake enhancing devices. Quite a few were using it. I suspect there will be some violations unless care is taken to let boaters up there that the wake enhancing zone has expired.

Annual Patrol Plan: 2,728 Hours

Expectation: Directed water and shore patrols will promote compliance to improve boater safety and legal operation. Address the listed topics as appropriate for your AOR.

- AIS Compliance
- Motorized BERs
- Non-Motorized BERs
- Boater Ed Card Compliance
- BUII Enforcement
- Outfitter & Guide
- PFD Compliance
- Shore Patrol
- Water Patrol
- Other Issues

We have divided our county into districts which we rotate among personnel during the Summer months. The rest of the year we scout to find water traffic and concentrate our efforts where it is occurring. Our districts are:

1. The Willamette Newberg Pool which includes the Tualitin River, The Molalla River, and the Pudding River.
2. The Willamette below the falls which includes Lake Oswego
3. The Lower Clackamas River.
4. The Upper Clackamas which includes Timothy Lake, Estacada Lake, North Fork Reservoir, and the West end of Frog Lake.

Each Deputy is assigned a district for 2 weeks and then rotates so all days of the week are covered.

Our new diversion program includes education for AIS permits and compliance checks are a regular part of our boat examinations. For the most part we will be citing persons with no AIS permits. I had plans to implement business checks where kayaks are sold and put in signs regarding AIS permits. We have not been able to implement that yet but still hope to and will continue our efforts on into this next season.

During the winter months we concentrate on fishing traffic which is centered on the Willamette and the Clackamas Rivers. We also use this time to completely go through our boats and get them in tip top shape for the rest of the year. The summer is our busiest time and involves patrol of all of County water bodies.

We will participate in Operation Drywater as we did last year and are setting goals in DUII enforcement in our area. I am very pleased that we will be using our own dates for Operation Drywater because traffic is normally very low on the national dates.

Our annual guide inspection day was better attended than last year and this year we offered free medical training and card. I expect this to continue to grow and become for valuable. We plan to contact more guides on the water this year and ensure compliance.

River and/or Specific River Segment	Start RM#	End RM#	Start MM/YY	End MM/YY	Add'l Comments
Willamette River			Year Round		Year Round, heavy fishing traffic until summer months w/ heavy recreational traffic
Willamette River (Newberg Pool)			Year Round		Year Round, some fishing traffic in winter/ heavy recreational use in summer
Clackamas River (lower)			Year Round		From Mouth to Rivermill Dam, year round traffic
Clackamas River (upper)			Year Round		From North Fork Res. to Timothy Lake, year round non-motorized traffic
Molalla River			Year Round		Fishing and recreational traffic, mostly non-motorized
Sandy River			Year Round		Non-motorized traffic
Tualitin River			Year Round		Mostly non-motorized traffic with a few motorized boats
Pudding River			Year Round		Minor non-motorized traffic, occasional patrol
Salmon River			Year Round		Minor non-motorized traffic, occasional patrol



Annual Program Plan: 2,727 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>For the academy Dep. Guthner and Dep. Tingey will be participating in the swimming pool portion. It is anticipated that Dep. Tingey will take over that program from Will Coleman. For Drift Boat Dep. Guthner will be instructing and for Jet Boat Dep. Tingey will be an instructor in training this year. We are also working with Dale Flowers on a Jet Ski school and will be hosting an "awareness" class this year. We hope to expand that to a full 3 day class for next season.</p> <p>Given preparation and training time I estimate 500-600 hours.</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>No plans to send anyone to the academy, jet, swiftwater training. We will do our best to attend pre and post season as well as possible. We are planning on sending people to PWC Training</p> <p>Estimated Hours 270</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>We will be doing Firearms, defensive tactics, Hamilton Jet Pump School, and at least one of us will be attending a CMC Rope Rescue Technician school this year. In. Other regularly scheduled training including training with partners, rope, and medical.</p> <p>Estimated hours 760</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 perform all regularly scheduled maintenance on all our boats and trailers as well as making repairs within our capability.</p> <p>Estimated hours 750</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>Install, maintain and remove OSMB approved waterway markers.</p> <p>Estimated Hours 150</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will remove all hazards we are able and will contact OSMB for assistance when we are not able. Estimated Hours 150
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We will patrol for an remove abandoned boats in our area. We have been starting to have some transient problems and have been working with DSL to streamline the trespassing and fining of those persons. Estimated Hours 50
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.
	Adam Tingey has been doing a great job in the schools. We have reached out to all schools in our area and have added several more schools we are regularly going to. We have also added a diversion program for non-motorized boaters. Estimated Hours 200
Trailing/ Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	During the summer we are regularly traveling to Timothy Lake and the area around it which is our longest commute. That is about an hour and a half travel time one way. Estimated Hours 750
Accident Investigation	Expectation: Fully investigate all fatal and serious injury or criminal incidents, including toxicology tests, ME reports or other pertinent documentation and provide timely data to OSMB.
	It is difficult to predict the amount of time used for accident investigation. More serious crashes can take up large amounts of time. Based on last years hours I would estimate 120 hours
Administrative	Expectation: Office duties required for program operations.
	Administrative Duties continue to increase due to increasing reporting requirements from OSMB Estimated Hours 1200
HINS/Livery/ Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We hold HIN inspections 3 times bi-weekly Estimated Hours 75

Boating Safety Program Proposed Costs



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2015-2016

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$389,106.00	
AIS Allocation:	\$5,000.00	--
Boat Allocation:		--
Special Emphasis:	\$2,040.00	--
Total:	\$396,146.00	\$0.00

Proposed Program Costs:

	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$394,379.00	\$118,999.30
2. Operations and Maintenance (Must match totals on Form B)	\$1,767.00	\$130,475.16
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$396,146.00	\$249,474.46

County/Agency Authorized Representative:

Craig Roberts
Signature

Craig Roberts, Sheriff
Typed Name

10-07-15
Date

503-785-5001
Telephone

Boating Safety Program Proposed Personnel Costs - Form A



County/Agency: Clackamas County Sheriff's Office Fiscal Year: 2015-2016

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Rob Wurpes	Lieutenant	375.00	\$96.10	\$36,037.50	\$0.00	\$36,037.50
2. Steve Thoroughman	Sergeant	2,080.00	\$75.11	\$156,228.80	\$132,791.00	\$23,437.80
3. Morgan Guthner	Deputy	2,080.00	\$64.23	\$133,598.40	\$120,240.00	\$13,358.40
4. Adam Tingey	Deputy	2,080.00	\$60.82	\$126,505.60	\$113,850.00	\$12,655.60
5. Rick Hilton	Seasonal Deputy	600.00	\$35.44	\$21,264.00	\$0.00	\$21,264.00
6. MSO 1	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$8,486.00	\$940.00
7. MSO 2	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$8,486.00	\$940.00
8. MSO 3	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$8,486.00	\$940.00
9. MSO 4	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$0.00	\$9,426.00
10.				\$0.00		
11. SE - Litter Patrol		40.00	\$51.00	\$2,040.00	\$2,040.00	
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
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24.				\$0.00		
25.				\$0.00		
26. Sub-Total (lines 1 thru 25)		9,655.00		\$513,378.30	\$394,379.00	\$118,999.30
27. Overtime (cannot exceed 5% of OSMB's amount on line 26)						
28. Total Proposed Personnel Costs (lines 26 + 27)					\$394,379.00	\$118,999.30

Boating Safety Program

Proposed Operations & Maintenance Costs – Form B



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2015-2016

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle <u>8,100.00</u> gallons @ \$ <u>3.25</u> per gallon Boat <u>5,333.00</u> gallons @ \$ <u>3.25</u> per gallon <div style="text-align: right;">Subtotal of A:</div>	\$26,325.00 \$17,332.25 \$43,657.25	\$0.00 \$1,767.00 \$1,767.00	\$26,325.00 \$15,565.25 \$41,890.25
B. Vehicle Lease	\$0.00	\$0.00	\$0.00
C. Moorage	\$8,040.00	\$0.00	\$8,040.00
D. Expendable Supplies – (\$500 max/each item) specify: 1. Office Supplies 2. Food 3. River Signage 4. Printing <div style="text-align: right;">Subtotal of D:</div>	\$200.00 \$700.00 \$350.00 \$200.00 \$1,450.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$200.00 \$700.00 \$350.00 \$200.00 \$1,450.00
E. Maintenance – (Inboard -\$1,000, Outboard - \$500, PWC - \$100) Identify by OR # and make: 1. Motor Vehicles Maintenance & Repair Budget 2. 3. 4. 5. Trailers (\$500 maximum) <div style="text-align: right;">Subtotal of E:</div>	\$21,892.91 \$21,892.91	\$0.00 \$0.00	\$21,892.91 \$21,892.91
F. Insurance – (specify Insurance Company & policy #): Hartford Fire Insurance Policy # 520MKA7840	\$25,959.00	\$0.00	\$25,959.00
G. Non-OSMB Training – specify: 1. See Other 2. 3. 4. <div style="text-align: right;">Subtotal of G:</div>	 \$0.00	 \$0.00	 \$0.00

H. Training Attending-- specify: 1. Drift: 1 instructor (See Other for costs) 2. Jet: 1 Instructor 3. Academy: 2 instructors 4. Other: 2 PWC instructors <p style="text-align: right;">Subtotal of H:</p>	\$0.00	\$0.00	\$0.00
I. Other -- specify: 1. Uniforms 2. Building Maintenance 3. Small Tools & Minor Equipment 4. Telephones 5. Cell Phones 6. Pagers 7. Equipment Repairs 8. Radio Maintenance 9. Dues & Memberships 10. Training (all tuition travel & Mileage) <p style="text-align: right;">Subtotal of I:</p>	\$3,995.00 \$500.00 \$13,618.00 \$1,380.00 \$4,560.00 \$144.00 \$500.00 \$350.00 \$120.00 \$6,076.00 \$31,243.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$3,995.00 \$500.00 \$13,618.00 \$1,380.00 \$4,560.00 \$144.00 \$500.00 \$350.00 \$120.00 \$6,076.00 \$31,243.00
Subtotal:	\$132,242.16	\$1,767.00	\$130,475.16



Special Emphasis Funding Request

Program: CLACKAMAS COUNTY S.O. **Applicant Name:** DEP. ADAM TINGEY **Date:** 03/20/15

Statement of Need: One of the most unsightly problems we face on the Clackamas River is the amount of trash which it collects from Memorial Day to Labor Day. In September of 2014, over 5,600 lbs. of garbage was collected from the Clackamas River between McIver State Park and Clackamette Park in Oregon City, during the 12th annual Clackamas River cleanup. Although the amount collected last year was less than what was collected in 2006 (over 8500 lbs!), it is still clearly a substantial amount and creates a significant hazard. This obvious problem directly impacts a variety of areas including water quality, fish habitat and sustainability, individual safety (each year we respond to several physical injuries due to broken glass and sharp metal in the water) as well as the hazard to boaters who often times find their intake grates clogged with debris.

Project goal: With the support of the state we plan to conduct enhanced patrols on the Clackamas River by dedicating Marine Patrol deputies to the focused task of investigating and arresting or issuing criminal citations to individuals observed violating ORS 164.775, Littering within 100 yards of the river (B Misdemeanor). Clackamas County Justice Court has a non-criminal option for this offence, an A Violation with \$650 fine. We are also working to make mandatory participation in the Clackamas River Clean-Up day part of the consequence.

With this Special Emphasis Funding we'll be able to engage in education through enforcement by strictly enforcing this ORS and discouraging future acts from occurring. This type of enforcement will help set the precedent that polluting our waterways will not be tolerated.

What separates this project from your normal mission and duties: During the busy summer season (which is when the vast majority of garbage finds its way into the river) our Marine Patrol Unit is spread extremely thin, and therefore unable to dedicate staff to the task of observing individuals committing this crime. With this funding we would be able to uphold the everyday responsibilities of our Marine Unit while being able to provide non-scheduled Marine Patrol deputies overtime opportunities to conduct this enforcement task. This operation would also generate a large amount of public contact, education, carriage requirement inspections and BUI enforcement on non-motorized float traffic.

Action Plan: CCSO will conduct four "trash buster" days, where we utilize CCSO Deputies in plain clothes to act as observers in known troubled spots on the River. Near this same location there will be a pair of uniformed Deputies who once notified of blatant violations, will contact, arrest and/or issue citations to offenders. The uniformed Deputies will be using smaller, more maneuverable pontoon boats which allow them to move easily through the 100's of people, rafts and inner-tubes blocking the river, making access to these locations mostly impossible for our Jet boats. The specific craft needed for these operations have been tested in these exact locations, during peak season and performed flawlessly. They are a low-profile patrol option which does not scream "Police" the way our marked Jet Boats do. This will further enhance our efforts as we know people tend to behave themselves when uniformed officers or marked patrol units are around.

Our operation will take place between Memorial Day and Labor Day, with exact dates TBD. The location of the operation will be between McIver State Park and Riverside Park on the Clackamas River.

*Individual patrol non-motorized water craft (10' Magnum Bad Cat pontoon boat) x 2: \$4950

*Overtime Allotment (96 hrs @ \$51): \$4,896

*Total Funds Requested: \$9,846

**Total approved by OSMB: 40 hrs @ \$51 = \$2,040

E-mail to: Ginger.Davis@state.or.us

Fax to: (503) 378-4597

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:

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 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.
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.

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 48 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	DIRECTOR
* APPLICANT ORGANIZATION	DATE SUBMITTED
STATE OF OREGON	Completed on submission to Grants.gov

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