

MC50 201746

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-1617MULTNOMAH-001

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

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2016, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB's Authorized Representative is:

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

4.2 County's Authorized Representative is:

Sgt. Steve Dangler
Multnomah County Sheriff-Columbia Office, 4325 NE Marine Dr., Portland, OR 97218
503-243-7952 Office
Stephen.dangler@msco.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.

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

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed \$810,334.00 for the agreement term. From this total, \$10,000 in special emphasis funds is available for expanded patrols in Multnomah Channel to target wake complaints. Also, a maximum of \$10,000 is available for completion of the full 114 days in the photo monitoring project July 1, 2016 through June 30, 2017. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

7.2 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax

deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

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

- 8.1** County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 8.2** The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3** All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

- 8.5 The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6 The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

- 9.1 County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 9.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 9.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding

(collectively “Claim”) between OSMB or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: CONTRIBUTION

- 11.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 11.2** With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to

reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

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

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

SECTION 13: OSMB DEFAULT

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

SECTION 14: REMEDIES

- 14.1** In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2** In the event OSMB is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

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

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: TERMINATION

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

17.2 OSMB may terminate this Agreement as follows:

17.2.1 Upon 30 days advance written notice to County;

17.2.2 Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's reasonable administrative discretion, to perform its obligations under this Agreement;

17.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;

17.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

17.2.5 As otherwise expressly provided in this Agreement.

17.3 County may terminate this Agreement as follows:

17.3.1 Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

17.3.2 Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

17.3.3 Immediately upon written notice to OSMB, if OSMB is in default under this Agreement

and such default remains uncured 15 days after written notice thereof to OSMB; or

17.3.4 As otherwise expressly provided in this Agreement.

17.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 18: INSURANCE

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

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

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

SECTION 21: NOTICE

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

recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

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

SECTION 23: SEVERABILITY

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

SECTION 24: COUNTERPARTS

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

SECTION 25: COMPLIANCE WITH LAW

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

SECTION 26: INDEPENDENT CONTRACTORS

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

SECTION 27: INTENDED BENEFICIARIES

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

SECTION 28: FORCE MAJEURE

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

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 31: SUBCONTRACTS

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

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

SECTION 32: TIME IS OF THE ESSENCE

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

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

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

SECTION 36: ADDITIONAL REQUIREMENTS

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

SECTION 37: AGREEMENT DOCUMENTS

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

SECTION 38: SIGNATURES

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

STATE OF OREGON acting by and through its State Marine Board

Scott Brewen, Director

Date

Multnomah County Sheriff's Office

County Sheriff

Date

Signature

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

DOJ Attorney

Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the OSMB 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 County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Financial Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.

OSMB AGREES TO:

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

EXHIBIT B
(BOATING SAFETY PROGRAM)

Boating Safety Program
for Multnomah County Sheriff's Office **FY** 2017
Agency



Address: 501 SE Hawthorne Blvd., #350, Portland **Phone #:** 503-988-6788

Contact for Questions: Cpt. Travis Gullberg

Patrol Hours:	9,830	Water %	Shore %
		75	25
Program Hours:	14,746		
Total Hours:	24,576		

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

FY 2017 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.

Over the past five years the MCSO River Patrol (RPU) has seen changes in how the waterways throughout Multnomah County are being used and the types of vessel that operate on our waters. These changes have greatly impacted the River Patrol's ability to provide full-service law enforcement functions and at the same meet the expectations of the Oregon State Marine Board for boating safety enforcement. As a result of issues such as seeing an increase of persons living on the water on recreational boats, which are often found to be derelict or abandoned, and the increase use of non-motorized boats operating around commercial vessels and near on-water construction sites, the RPU has had to go to a yearly 20 hour patrol clock coverage schedule. Additionally, there are other water safety issues that the RPU will seek to address education and enforcement such as; "make way" enforcement during fishing seasons, enhanced registration compliance enforcement of all boats on the water and the delivery of general water safety messages throughout the year.

Annual Patrol Plan: 9,830 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

AIS Compliance: RPU will seek compliance for all affected vessels through routine contacts or where we can establish probable cause for a stop, and there is a need to check for personal flotation devices, sound producing devices and aquatic invasive species permit to ensure boating requirements are being met. Deputies are instructed to make close observation at boat ramps to ensure compliance with clean launch laws and to visit liveries to check number of tags is equal to number of rental craft. RPU will also seek opportunities throughout the year to conduct targeted AIS missions in conjunction with enforcing other boating laws and report those findings to the OMB.

Motorized and Non-Motorized BERs: RPU members will conduct on and off water courtesy boat safety inspections, and make probable cause stops that could result in the completion of a BER in normal course of their daily routine. The unit will also seek specific dates and location like fishing derbies or non-motorized launch sites where we can maximize our staffing to complete the most possible safety inspections in a given time period. This will enhance our ability to reach more boaters and lead to more enforcement through boating safety education.

Boater Ed Card Compliance: RPU members will, through the course of conducting courtesy BER's and probable cause stops, check for Boater Ed Card compliance by asking to see the card during the course of their investigation to ensure that they are educating the public on the laws and rules that apply to operating a boat on an Oregon waterway. Those who are found not in compliance we will receive either a warning or citation as the Deputy determines to be appropriate for the situation.

BUII Enforcement: Two specific saturation BUII patrols are planned for MCSO RPU; the first will be to participate in Operation Dry Water annually and another will occur on the July 4th holiday with plans to integrate with road patrol dedicated officers for processing, which will enable River Patrol Deputies to maintain presence on the water for the holiday event. In each case special emphasis will be placed on identifying any alcohol related boating issues and enforcing appropriate BUII laws while making the water safe for the boating public. Annually, the MCSO RPU will train on and apply identification techniques to help enforce BUII laws, especially throughout the boating season from May to October.

Outfitter and Guide: A routine part of patrol in all boardings that occur with guide craft. This year we will participate with Clackamas County on a planned off-water day to pre-check guides and negate the need for boardings with clients aboard. We are again scheduling a training session with a local experienced and respected guide and the Oregon State Police to assist us in proper enforcement techniques and perspectives.

PFD Compliance: As part of routine contacts with boaters, RPU members will ensure compliance with PFD laws and rules by checking for this safety equipment item. When not present as required, the Deputy will have the ability to warn or issue a citation based on the circumstances, and when appropriate hand out loaner vests.

Shore Patrol: RPU members will use this patrol technique as means to augment our patrol efforts and cover more of the waterways throughout Multnomah County daily and weekly, ensuring that we are aware of the conditions of our waterways, how the waters are being used by boaters and any boating safety issues happening.

Water Patrol: RPU members will focus their patrol efforts by being on the water while using various OSMB supplied vessels. This patrol technique will seek to emphasize the need to be on the water as much as possible, and staff will be required to average a minimum of half of their work shift on the water daily.

Other issues: The Multnomah County Sheriff's Office River Patrol Unit is dedicated to safety, education, and access in an enhanced environment. Our activity continues to be driven by the large number of recreational boaters, both motorized and non-motorized, that play on the varied waters of Multnomah County to include the Columbia and Willamette Rivers (particularly the core area of the Portland Harbor and Holgate Channel), Multnomah Channel, Sandy River, Blue Lake, Smith and Bybee Lakes and Columbia Slough.

We will place emphasis on both major waterway projects occurring on the Willamette for the next several years - the Milwaukie-Portland Light Rail Bridge and the Sellwood Bridge and the Holgate Channel no wake zone. Each has established no-wake zones and are located in heavily congested boating areas causing safety concerns during peak boating season. In conjunction with these efforts, we are preparing to provide a presence to promote positive interaction with tremendous growth observed in non-motorized craft to include canoe, kayak, dragon boat, paddle boards, outrigger canoe, and sculls of all different sizes. A strong number of organized non-motorized clubs and groups deploy from the Hawthorne Bridge area and River Place Marina.

Again for 2016, each RPU Deputy will be assigned the responsibility of developing, coordinating and completing a unit mission to address a specific user issue for our jurisdictional area that will involve participation by all members and seeks to enhance the boating public's experience on our waterways. These projects include but are not limited to; various water way clean up partner missions, an AIS enforcement operation, and anchor light enforcement operation, enhanced registration enforcement efforts, an abandoned and derelict vessel turn in day, a joint make way operation with Columbia County and USCG, improvement of our public education presentations and displays and standardized monthly water training for all RPU members.



Fiscal Year: 2017

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River and/or Specific River Segment	Start RM#	End RM#	Start MM/YY	End MM/YY	Add'l Comments
Willamette River	0	20			
Holgate Channel					OMB rules with designated slow-no wake restrictions
Multnomah Channel					
Columbia River	95	147			
Sandy River					glacial fed fast-water stream; from confluence with the Columbia to the area above Oxbow Park
Multnomah Channel					OMB rules with designated slow-no wake restrictions
North Portland Harbor					OMB rules with designated slow-no wake restrictions

County/Agency: Multnomah County Sheriff's Office

Fiscal Year: 2017



Annual Program Plan: 14,746 Hours

Instructor Training	<p>Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p> <p>In conjunction with Marine Board's training mission, the RPU will provide trained instructors to meet the Marine Board's state wide training needs. Currently, Sergeant Steve Dangler and Deputy Kevin McAfee are marine trained instructors that can help teach various water related disciplines. The RPU also has other deputies, who are interested in assisting with training and they include; Marine Technician Fred Washburn, Deputy Scott McDowell, Deputy Jason Tyrus and Lt. Travis Gullberg. Other RPU members will be used accordingly to assist with events such as the Marine Academy and Pre and Post Season Conferences to ensure the Marine Board is supported in their training missions.</p>
Training	<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>This year the RPU training goals include; any newly assigned Deputy to RPU, who hasn't yet completed the Marine Academy will attend, at least two deputies, who have not yet completed Drift and Jet Boat Operations will attend and we had one Deputy complete Swift Water Rescue. The RPU will also be represented at the Pre and Post Conferences by at least two members. All members are expected to meet at least the minimum requirements of marine certification, and we will seek every opportunity to advance deputies's skills with further marine related training.</p>
Non-OSMB Training	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p> <p>All RPU members will complete their annual in-service training as prescribed by law and the Office to ensure that they meet State certification requirements. They will also be encouraged to seek out additional training to aid in their professional growth, especially as it relates to water related topics.</p>
Maintenance	<p>Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p> <p>Maintenance program as needed and provided by county; a full time marine equipment specialist and hours as listed previously on personnel portion of this document. All RPU members will be required to assist with maintenance as directed, and will be capable of performing minor maintenance. The unit will seek training and other opportunities to enhance our maintenance and repair capabilities through partnerships with the OSMB.</p>
Waterway Markers	<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>The RPU will continue its efforts through partnerships with the OSMB and its designees to place, maintain and/or repair current markers on the waterways throughout Multnomah County.</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	The RPU will continue its efforts through partnerships with the OSMB, USCG and other stakeholders to mitigate all hazards on all waterways throughout Multnomah County.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	The RPU will continue to participate with the USCG Derelict Vessel Task Force, the River Safety Task Force, City, County and State agencies, and the OSMB and its partners to appropriately apply current laws and rules with regard to abandoned and derelict boats for the purpose of making our waterways safe for all; RPU has compiled an excel list of all "vessels of concern" within our jurisdiction which we have to share with our partners, and we will continue to give notice as we update that information. In each case we will attempt to identify the owner, assess whether an environmental danger or hazard to navigation exists, and will work with OSMB, DSL and other stakeholder to mitigate any issues that arise while being fiscally responsible in our efforts.
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.
	This year Deputy Bret Lort is the coordinator for our education program. RPU will duplicate our efforts from last year and work to accomplish our goal of completing over 215 educational hours by the end of the fiscal year. Deputy Lort will again reach out to school staff inviting offers of water safety education. RPU will also continue participation in events like boat shows, sportsmen show and PFD wear events, and we will offer to proctor equivalency exams for mandatory boater education program for citizens.
Trailing/Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	RPU trailering/ travel distances are typically limited to those required for jet sled deployment on the Sandy River, out of town training events (often sponsored by OSMB) and trailering related to public events (very often related to education efforts). The RPU will be responsible for knowing the best techniques for traileringn and , meeting the needs
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.
	The RPU will meet all OSMB expectations in regards to investigating all fatal, serious injury and criminal boating accidents; to include having a least one unit member assigned to the State BAR team. The Program Manager will ensure that all pertinent reports and data are forwarded to the OSMB in a timely manner.
Administrative	Expectation: Office duties required for program operations.
	Supervisors and deputies will remain responsible for entry of OSMB database information, report writing and the completion of all necessary and related paperwork to their job function. Supervisors will also be responsible for coordinating staff schedules, backfilling open positions and the scheduling of training and other necessary office meetings. The Program Manager will ensure these expectations are being met.
HINS/Livery/Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	River Patrol is making yearly walks of most moorages early in calendar year to both inspect moorages and do boat registration checks. We routinely do HIN inspections upon request by the public when subject is in process with OSMB for titling and registration. For the current fiscal year statistics show RPU has completed over 78 HIN inspections, made several patrols of specific moorages, checked over 723 vessels, have wrote 307 warnings and completed 208 citations. Additionally, as unit we have set goals to increase our numbers by more than 10% from the previous fiscal year.

Boating Safety Program Proposed Costs



County/Agency: Multnomah County Sheriff's Office

Fiscal Year: 2017

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$790,334.00	
AIS Allocation:		--
Boat Allocation:		--
Special Emphasis:	20,000	--
Total:	810,334 \$790,334.00	\$0.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	4 \$728,552.00	\$1,571,476.00
2. Operations and Maintenance (Must match totals on Form B)	\$61,782.00	\$314,766.00
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	810,334 \$790,334.00	\$1,886,242.00

County/Agency Authorized Representative:

Signature

Date

Typed Name

Telephone

Boating Safety Program Proposed Personnel Costs – Form A



County/Agency: Multnomah County Sheriff's Office Fiscal Year: 2017

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Steve Dangler	Sergeant	2,088.00	\$81.47	\$170,106.00		\$170,106.00
2. Mark Herron	Sergeant	2,088.00	\$80.20	\$167,452.00		\$167,452.00
3. Scott McDowell	Deputy	2,088.00	\$66.43	\$138,709.00		\$138,709.00
4. Bret Lort	Deputy	2,088.00	\$66.43	\$138,709.00		\$138,709.00
5. Kevin McAfee	Deputy	2,088.00	\$66.43	\$138,709.00		\$138,709.00
6. VACANCY	Deputy	2,088.00	\$48.17	\$100,577.00		\$100,577.00
7. VACANCY	Deputy	2,088.00	\$48.17	\$100,577.00		\$100,577.00
8. VACANCY (Summer)	Deputy	522.00	\$40.98	\$21,394.00		\$21,394.00
9. Nicholas D Thompson(Summer)	Deputy	522.00	\$64.30	\$33,565.00		\$33,565.00
10. Kyle Harris (Summer)	Deputy	522.00	\$64.30	\$33,565.00		\$33,565.00
11. Jenifer Goss (Summer	Deputy	522.00	\$66.43	\$34,677.00		\$34,677.00
12. Fredrick Washburn	Marine Tech	2,088.00	\$49.72	\$103,817.00	\$5,000.00	\$98,817.00
13. Travis Gullburg	Captain	2,088.00	\$95.82	\$200,065.00		\$200,065.00
14. Jason Tyrus	Deputy	2,088.00	\$64.30	\$134,261.00	\$134,261.00	
15. Rodney Nuzum	Deputy	2,088.00	\$66.43	\$138,709.00	\$138,709.00	
16. Todd Shanks	Deputy	2,088.00	\$66.43	\$138,709.00	\$138,709.00	
17. Ronald Osborn	Deputy	2,088.00	\$66.43	\$138,709.00	\$138,709.00	
18. Scott McLellan	Deputy	2,088.00	\$66.43	\$138,709.00	\$138,709.00	
19.				\$0.00		
20. <i>Multnomah Channel</i>				\$0.00	<i>10,000</i>	
21. <i>Photo Monitoring</i>				\$0.00	<i>10,000</i>	
22.				\$0.00		
23.				\$0.00		
24.				\$0.00		
25.				\$0.00	<i>714,097</i>	
26. Sub-Total (lines 1 thru 25)		31,320.00		\$2,071,018.99	\$694,097.00	\$1,376,922.00
27. Overtime (cannot exceed 5% of OSMB's amount on line 26)					\$34,455.00	\$194,554.00
28. Total Proposed Personnel Costs (lines 26 + 27)					<i>7</i> \$728,552.00	\$1,571,476.00

Boating Safety Program

Proposed Operations & Maintenance Costs – Form B



County/Agency: Multnomah County Sheriff's Office

Fiscal Year: 2017

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle <u>8,750.00</u> gallons @ \$ <u>\$4.00</u> per gallon Boat <u>8,750.00</u> gallons @ \$ <u>\$4.00</u> per gallon <div style="text-align: right;">Subtotal of A:</div>	\$35,000.00 \$35,000.00 \$70,000.00	\$30,000.00 \$30,000.00	\$35,000.00 \$5,000.00 \$40,000.00
B. Vehicle Lease			
C. Moorage			
D. Expendable Supplies – (\$500 max/each item) specify: 1. Misc. Office Supplies <u>(Boat)</u> 2. Uniforms/Firearms/Radios/Misc Safety/Enforcement Items 3. Required Legal Safety Equipment; Personal Flotation Devices 4. <div style="text-align: right;">Subtotal of D:</div>	\$6,755.00 \$31,656.00 \$31,269.00 \$69,680.00	\$2,000.00 \$10,813.00 \$1,269.00 \$14,082.00	\$4,755.00 \$20,843.00 \$30,000.00 \$55,598.00
E. Maintenance – (Inboard -\$1,000, Outboard - \$500, PWC - \$100) Identify by OR # and make: 1. Marine Fleet parts for minor boat repair/maintenance 2. 3. 4. 5. Trailers (\$500 maximum) <div style="text-align: right;">Subtotal of E:</div>	\$57,700.00 \$57,700.00	\$7,700.00 \$7,700.00	\$50,000.00 \$50,000.00
F. Insurance – (specify Insurance Company & policy #):			
G. Non-OSMB Training – specify: 1. Law Enforcement Cert. Requirements Travel/Training 2. 3. 4. <div style="text-align: right;">Subtotal of G:</div>	\$7,000.00 \$7,000.00	\$0.00	\$7,000.00 \$7,000.00

H. Training Attending— specify:			
1. Drift:			
2. Jet:			
3. Academy:			
4. Other:			
Subtotal of H:	\$0.00	\$0.00	\$0.00
I. Other – specify:			
1. Building Management Costs including Utilities (Boathouse)	\$35,678.00	\$5,000.00	\$30,678.00
2. Motor Pool Costs for Marine Fleet & Vehicles (minus fuel)	\$81,337.00	\$5,000.00	\$76,337.00
3. Communications/Telephones	\$13,447.00		\$13,447.00
4. Major Parts for Marine Fleet Repairs/Maint	\$33,797.00		\$33,797.00
5. Professional Services for Major/Minor Repairs/Maint	\$7,909.00		\$7,909.00
6.			
7.			
8.			
9.			
10.			
Subtotal of I:	\$172,168.00	\$10,000.00	\$162,168.00
Subtotal:	\$376,548.00	\$61,782.00	\$314,766.00

1995 Sea Sport (Twin IOs) OR 282 XCX

Required Service	2014	2015	2016	Cost
Change Oil (annual)	Reported	Reported	Required	300
Trailer Service	NA	NA		
Water Fuel Separator (annual)	Reported	NR	Required	100
Clean Heat Exchanger	NA	Reported	Required	200
Change Coolant (300)	NR	Reported	NA	
Service Outdrives	Reported	Reported	Required	200
Tune Up Spark Plugs (400)			Required	400
Water Pump				300

\$ 1500

1995 Sea Sport (Twin IOs) OR 283 XCX

Required Service	2014	2015	2016	Cost
Change Oil (annual)	Reported	Reported	Required	300
Trailer Service (annual)	NA	Reported		
Water Fuel Separator (annual)	Reported	NR	Required	100
Clean Heat Exchanger (annual)	NA	Reported	Required	200
Change Coolant (300)	NR	Reported	NA	
Service Outdrives	Reported	Reported	Required	200
Tune Up/Spark Plugs (400)			Required	400
Water Pump				300

\$ 1500

Projected Maintenance Cost: \$6,000

1992 Blue Water Under Cover Boat

Required Service	2015	2015	2016	Cost
Change Oil (annual)		NR	Required	150
Trailer Service (annual)			Required	600*
Water Fuel Separator (annual)			Required	100
Change Coolant (300)			Required	100
Service Outdrives (100/annual)			Required	100
Water Pump (300)		Reported	NA	150
Tune Up/Spark Plugs (400)			Required	200

- Replace tires

1400

2015 River Wild (Twin Yamaha Outboards)

Required Service		2015	2016	Cost
Change Oil (annual)		Reported	Required	300
Water Fuel Separator (annual)		NA	Required	200
Water Pump (300)		NA	NA	
Timing Belts (1000)		NA	NA	
Valve Adjustments (500)		NA	NA	
Lower Unit (annual)		NA	Required	200
Spark Plugs (500)		NA	NA	
Cylinder Head Anodes			NA	

\$ 700

2015 Sea Doo YDV082647A515

Required Service		2015	2016	Cost
Oil Change (100/annual)		Reporter	Required	*
Supercharger clutch (200/400)		NA	NA	
Coolant (200)		NA	NA	
Spark Plugs (200)		NA	NA	
Trailer Service			Required	

Upgrade to Extended Life Clutch

Annual Service Package

\$ 350.00

2015 Sea Doo YDV08263A515

Required Service		2015	2016	Cost
Oil Change (100/annual)		Reported	Required	*
Supercharger clutch (200/400)		NA	NA	
Coolant (200)		NA	NA	
Spark Plugs (200)		NA	NA	

Upgrade to Extended Life Clutch

Annual Service Package

\$ 350.00

June 28, 2016

To: Sgt. Steve Dangler

From: Randy Henry, OSMB

Subject: Special Emphasis Patrol, Multnomah Channel

Briefing: OSMB is proposing to provide \$10,000 in special emphasis funding for expanded patrols in Multnomah Channel to target wake complaints for the summer boating period of July 1 through September 2016.

Situation: Boater awareness of the OAR regulations in regards to "No Wake Zones" outlined under OAR 250-010-0025 in addition to OAR 250-020-0282 specific to the Multnomah Channel stipulating the need for education and enforcement.

No Wake Zone OAR 250-010-0025:

No person shall operate a boat on the waters of this state in excess of a "slow-no wake" speed within 200 feet of a boat launch ramp, marina with a capacity for six or more moored vessels, floating home/boathouse moorage with six or more contiguous structures, and locations where persons are working at water level on floats, logs or waterway construction.

Multnomah Channel Specific OAR 250-020-0282:

No person shall operate a motorboat in excess of "Slow-No Wake Zone", on the Multnomah Channel within 200 feet of boat or floating home moorages located between Hadley's Landing dock and the main Willamette.

Mission: Provide enhanced enforcement and education to boaters operating within the marked areas of the Multnomah Channel.

Planning: One boat or 2 PWC's and two Deputies will be hired on an overtime basis not to exceed 5 hours during targeted times of enforcement. The Deputies will concentrate their enhanced patrols on our waterway, specifically in the areas of the mouth of the Multnomah Channel through Pirates Cove Marina. Once approval is obtained to conduct this operation, RPU will post OT as per normal fair and equitable standards. Deputies wishing to sign up for this mission will be informed of the minimum activity limits set forth for this mission.

The minimum activity requirement will be no less than four contacts per hour in the enhanced area. RPU Sgt Dangler will coordinate with the Deputies to assist with possible arrest transports, should the need arise, in an effort to better utilize the resources that will be used on the water. Finally, the Deputies will also be notified in

advance that this mission could and will be shortened or cancelled due to lack of activity on the water or foul weather conditions.

Execution: This Spring and summer, MCSO River Patrol unit will conduct enhanced patrols in the Multnomah Channel with financial assistance of the Oregon State Marine Board Special Emphasis Funds. The Deputies will work together to safely conduct the mission. The Deputies will make every effort to conduct a minimum of four contacts per hour. The enhanced patrols will enforce any and all applicable boating law violations. Deputies will also conduct normal routine police work similar to but limited to criminal investigations or warrant arrests that they may encounter during the mission.

The Deputies participating will track appropriate stats for reporting purposes to include boating law violation citations and warnings, BERS, warrant arrest and criminal investigations. These stats will be forwarded to Sgt Dangler for review, inclusion in the After Action Report and appropriate dissemination.

Dates Proposed:

July	Dates TBD	Fri-Sun	1500-1900	
Aug	Dates TBD	Fri-Sun	1500-1900	
Sept	3 rd -5 th	Sat-Mon	1500-1900	Labor Day Weekend

Command: Sgt Steve Dangler will have operational command of the detail unless otherwise informed.

Finance: The Oregon State Marine Board will provide up to \$10,000 in Special Emphasis Funds via a contract amendment for the Multnomah Channel specific, No wake Zone detail for summer 2016 and to conclude September of 2016.

- \$10,000 Total / \$82.00 Per Hour = 122 Hours / 5 Hour Shifts = 24 Crew Slots / 2 Per Crew = **12 Shifts (2 Deputies @ 5 Hours Each)**

Logistics: Deputies shall be responsible for the following:

- Ensure that patrol vessels are in appropriate working order.
- Ensure all rescue assist equipment is stocked and in good working order.
- Complete proper boat check-offs prior to the start of the operation.
- Patrol and enforce all applicable boating laws.
- Conduct enhanced enforcement of boating laws specifically related to operating a vessel in violation of the "Slow-No Wake Zone".
- Report all stats to Sgt Dangler via email.

City of Portland Boating Facility Usage Photo Monitoring

Scope of Work

Take digital photos from the water of the six City of Portland boating facilities listed in the table below.

The photo subject is targeted to capture activity, frequency and condition of use at the facilities. The photo images should be focused on the following items:

- Boats launching, retrieving or tied to the docks
- Paddlecraft launching from the ramp, docks or placed on the docks
- Fishing from the docks or ramp
- Swimming from the docks or ramp
- Sunbathing on the docks

Boating Facility Name	Facility Features
Sellwood Riverfront Park Dock	Short-term Tie-up Dock
Willamette Park	Boat Ramp, Boarding and Short-term Tie-up Docks
Riverplace North Breakwater Dock	Short-term Tie-up Dock
Duckworth Dock	Short-term Tie-up Dock
Swan Island	Boat Ramp and Boarding Docks
Cathedral Park	Boat Ramp and Short-term Tie-up Dock

Photos to be emailed to Janine.belleque@state.or.us not less than weekly.

Performance Period

The photo monitoring project will begin on July 1, 2016 and end on June 30, 2017. Photos will be collected for 114 days during the monitoring period. A minimum of one photo per site will be taken of each boating facility. There is no limitation on the maximum number of photos that could be taken.

Month	Frequency of Photos	Day of the Week
July 2016	3 days a week	Monday, Wednesday, Friday
August 2016	3 days a week	Monday, Wednesday, Friday
September 2016	3 days a week	Monday, Wednesday, Friday
October 2016	3 days a week	Monday, Wednesday, Friday
November 2016	1 day a week	Monday
December 2016	1 day a week	Monday
January 2017	1 day a week	Monday
February 2017	1 day a week	Monday

March 2017	2 days a week	Monday and Friday
April 2017	2 days a week	Monday and Friday
May 2017	3 days a week	Monday, Wednesday, Friday
June 2017	3 days a week	Monday, Wednesday, Friday

Compensation

The compensation for the boating facility usage photo monitoring project will be calculated as follows:

A maximum of \$10,000 is available for completion of the full 114 days of photo monitoring. Payment will be adjusted by \$87.71 for every day less than the identified 114 days.

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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.

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EXHIBIT D

INSURANCE

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