CLACKAMAS COUNTY
SHERIFF

Sheriff Angela Brandenburg
Jesse Ashby, Undersheriff
Lee Eby, Undersheriff
Brad O'Neil, Undersheriff

9/4/2025 BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the Oregon State Marine Board for recreational boating enforcement on County water bodies. Agreement Value is $626,908 for 2 years. Funding is through the Oregon State Marine Board. No County General Funds are involved.

Previous Board Action/Review	Prior agreement signed 8/17/23. 20230817 IV.A.2		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	**Procurement Review**	No
Contact Person	Patrick Williams	**Contact Phone**	503-785-5012

EXECUTIVE SUMMARY: This agreement offsets the cost of providing marine patrol enforcement services outlined in ORS Chapter 830 Small Watercraft. This includes coverage of the following waterbodies located within Clackamas County; approximately 30 miles of the Willamette River, All Clackamas River (Approximately 50 miles) including North Fork Reservoir, 50 miles of the Molalla River, 10 miles of the Tualatin and Pudding Rivers, Sandy River above Oxbow Park, and Lake Oswego, Timothy, Trillium and Harriet Lakes. CCSO receives a funding allotment from the Marine Board for the biennium. Clackamas County is not receiving an increase over each fiscal year primarily due to a decline in boater registrations throughout the State of Oregon.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Angela Brandenburg

Sheriff Angela Brandenburg

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INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-2527CLACKAMAS-000

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB") and Clackamas 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, 2025, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on June 30, 2027, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB's Authorized Representative is:

Brian Paulsen
435 Commercial Street NE Suite 400, Salem OR 97301
503-378-2610
brian.paulsen@boat.oregon.gov

4.2 County's Authorized Representative is:

Sergeant Nate Thompson
Clackamas County Sheriff's Office
2223 S. Kaen Rd. Oregon City, OR 97045
503-655-8650
nathantho@co.clackamas.or.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 or under Section 19 Nonappropriation, 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 the following amounts for the agreement term

Year 1 (i.e. July 1, 2025, through June 30, 2026)	$313,454.00
Year 2 (i.e. July 1, 2026, through June 30, 2027)	$313,454.00

7.2 Payment requests (i.e., quarterly, as provided in Exhibit A. section J.) 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.

7.3 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 2 CFR Part 200, e.g., Financial and Performance Reports shall contain the certification, signed by an official who has authority to legally bind the Grantee, which reads as described by 2 CFR 200.415(a).

8.2 The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. 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 t hereof is located, at law, in equity, or otherwise, including,. without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCESSORS 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 ("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 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 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 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 Action Plan), 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

_____ _____

Larry Warren, Director Date

Clackamas County

_____ _____

Clackamas County 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 current version of the OSMB Policy and Procedures Manual, 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. Carry out the duties of 'Inspector' as defined in OAR 250-010-0660, to conduct boat inspections for aquatic invasive species as described in Oregon Revised Statute Chapter 830.589, 830.591, and Oregon Administrative Rule Chapter 250-010-0660.

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 a revised Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B attached here to and incorporated by reference herein no later than MONTH DD for every year the Agreement is effective.

I. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.

J. Send quarterly invoices to: Boating Safety Program Fiscal Coordinator, 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.

K. Furnish and supply all necessary labor, supervision, equipment, communications,

facilities and supplies necessary to provide the level of service required to fulfill this agreement.

L. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

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 database.
E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B

(BOATING SAFETY ACTION PLAN)

(SEE ATTACHED)

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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Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

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.

Exhibit B – Boating Safety Action Plan Amendment

2025-27 Marine Law Enforcement Contract Allocation Reductions

Agency: Clackamas County Sheriff's Office

Program Manager: Nate Thompson **Phone:** 503-572-7118

Amended Contract Hours (estimate)

Fiscal Year 2025 - 2026	
Patrol Hours:	2,100
Program Hours:	2,268
Total Hours:	4,368

Amended Contract Hours (estimate)

Fiscal Year 2026 - 2027	
Patrol Hours:	2,100
Program Hours:	2,268
Total Hours:	4,368

2025-2027 Amended Allocation Amount

Allocation	2025-27 Total	Per Fiscal Year
OSMB LE Allocation:	$626,908.00	$313,454.00

2025-2027 Amended Program Budget Estimates

	OSMB	County/Agency Contribution
1. Personnel & Benefits	$ 626,908.00	$ 330,300.00
2. Operations & Maintenance		$ 327,735.00
Total	$ 626,908.00	$ 658,035.00

Federal Fund Reduction Impact Statement (optional)

Guidance: Describe how the reduced funding will impact overall activities and program objectives.

To address the 30% decrease in our allocated funds—equivalent to $260,296 per biennium or $130,148 dollars per year—we must reduce staffing. This will mean a decrease in both patrol hours and program hours by a minimum of 25%.

We currently have three deputies assigned to marine patrol and reducing funding by 30% is equivalent to one of these positions.

Our allocated funding from OSMB has remained largely unchanged for the past 10 years. During that time, inflation has increased operational costs by at least 30%. While the Sheriff's Office has managed to absorb this financial strain over the years, it is no longer sustainable—especially in the face of an additional 30% reduction.

Until September of 2025 we will retain three deputies, each working a reduced amount of time of three days per week on Marine Patrol. The fourth workday will be assigned to a federal grant position in cooperation with the Bureau of Land Management. Deputies assigned to that role would not be available for marine-related calls on those days.

Effective September 12, 2025, Marine Patrol staffing will be reduced by one deputy.

If alternative funding becomes available to offset the shortfall in allocated funds, we will consider reinstating a third deputy in the spring of 2027.

Additionally, due to reduced funding, we will no longer be sending two instructors to OSMB training events. We will make every effort to send one instructor, contingent on budget availability.

This reduction of funding from OSMB may also impact our ability to fully participate in the various special emphasis patrols. Not only are we reacting to a reduction in funding from OSMB but we are also facing tight budget constraints within Clackamas County. As stated, the sheriff's office can no longer absorb the additional costs. We are strictly limiting overtime and travel which may influence our ability to travel across the state for special emphasis patrols and incur overtime.

As you know, Clackamas County has the highest number of registered boats in Oregon and is home to a diverse range of waterways, each with its own unique challenges. Our Marine Program consistently ranks as the most productive in the state and has the lead instructors for 4 of the 5 major OSMB training courses.

We frequently logged more boater contacts than any other agency—even those with larger staff, all while participating in training and special emphasis patrols outside of our County.

The proposed funding reduction, which will directly impact staffing levels, will significantly limit our ability to patrol Clackamas County waterways and train new marine deputies.

This reduction will cause less patrols in critical areas such as the Willamette River, which has the most complex regulatory framework in the state, the Clackamas River, which has thousands of users every day in the summer months and Lake Oswego, which now offers public access.

County/Agency Authorized Representative:

Jesse Ashby	Digitally signed by Jesse Ashby Date: 2025.08.26 09:53:41 -07'00'	08/26/25
Signature		Date
Jesse Ashby		503-655-6007
Typed Name		Telephone

Exhibit B – Boating Safety Action Plan

Agency: **Clackamas County Sheriff's Office**

Program Manager: Nate Thompson **Phone:** 503-572-7118

Proposed Contract Hours

FY 2025-26	
Patrol Hours:	
Program Hours:	
Total Hours:	

Proposed Contract Hours

FY 2026-27	
Patrol Hours:	
Program Hours:	
Total Hours:	

Program Narrative

Guidance: The narrative should describe how the program will complete the statement of work in Exhibit A of the contract. This should include all the following categories: Administration & General Information, Marine Law Enforcement Training, Patrol Activities, Education & Outreach, and Waterway Markers.

Action Plan for 2025-26 and 2026-27

Our high-use waterways continue to be the Willamette River and the Clackamas River year-round. During the summer months, we see increased traffic on the Willamette River above the falls and on our high mountain lakes. Interaction between pleasure boaters, personal watercraft (PWC), and non-motorized watercraft remains a concern across all our waterways.

The Willamette River has unique regulations, including a ban on wake surfing throughout Clackamas County and a requirement for towed water sports endorsements on the upper Willamette. We anticipate dedicating a substantial portion of our patrol hours to public education and enforcement on this river.

While thousands of motorized and non-motorized users frequent other waterways in Clackamas County, patrol efforts in these areas are limited due to staffing demands on the Willamette River. However, we will continue to allocate resources as staffing allows.

The Clackamas River experiences extremely heavy traffic during the warm summer months, with five to seven thousand people floating down the river daily. Patrol efforts in this area can be resource-intensive, adding to the challenge of ensuring safety across all waterways.

Program Narrative - Continued

Managing our waterways presents a significant challenge due to the complexity and uniqueness of local regulations. To increase public awareness, we have implemented focused patrols in high-traffic areas, issued numerous citations and warnings, and distributed handouts explaining the rules and laws. With the assistance of OSMB, additional signage has been installed at all boat ramps on the upper Willamette to encourage greater compliance in the coming years.

Our patrol efforts require us to trailer boats to multiple lakes and reservoirs throughout the county—some of which require up to a two-hour commute. To maximize efficiency, we plan patrol routes that allow us to check and monitor other waterways along the way. We also store boats in boathouses on both the upper and lower Willamette River, which are trailered multiple times a week for refueling and maintenance.

Marine Patrol will continue year-round enforcement on the Clackamas River reservoirs, with increased patrols from July through September under a contract with Portland General Electric. Due to the wake surfing ban on the Willamette, we anticipate a significant rise in wake surfing traffic on out other waterways. This shift has already led to wake surfing activity expanding to locations like Timothy Lake, where such use was previously unseen. The introduction of this new user group has the potential to create conflicts with traditional lake users and could place additional strain on our patrol resources.

Our patrol and program hours have been slightly adjusted based on an analysis of the past five years to better reflect our actual average hours. Staffing levels are expected to remain consistent, with two full-time Deputies and one Sergeant. With Dustin Cochran's promotion to Sergeant, new Marine Deputy Glen White will be joining our team in March 2025, attending all OSMB training events and receiving on-the-job training with current staff. If overall Sheriff's Office staffing allows, we anticipate adding a seasonal Deputy during the summer months. The outlined patrol and program hours account for full-time Marine Deputies only; however, additional patrol hours will be added by Marine Service Officers and if available seasonal deputy positions funded through the Sheriff's Office. Furthermore, Deputies through our Portland General Electric contract for the high lakes will also contribute patrol and program hours.

We will continue to instruct and participate in OSMB training events over the next two years. In 2025, we plan to send one student and two instructors to OMLEA, Drift, and Jet training. Additionally, we will continue supporting OSMB training in PWC and SRT. Whenever possible, we will also participate in other OSMB meetings, special emphasis patrol and training sessions not specifically listed above.

We perform regular and necessary maintenance on our fleet as needed. Additionally, we manage and place approximately 20 buoys on our waterways. Due to the movement of the water, we must periodically remove, deploy, and store these markers and their anchors. We will continue to address waterway hazards using Sheriff's Office resources and will seek assistance from OSMB if a hazard cannot be cleared independently.

Clackamas County collaborates with schools of all grade levels throughout the year to educate students on water safety. We also engage with various adult groups to discuss boating safety and provide equivalency exams upon request.

Our administrative duties are primarily handled by the Sergeant, with some tasks completed by the Deputies. While these responsibilities are time-consuming yet essential to the Clackamas County Marine Program, we remain committed to conducting shore and river patrols daily whenever possible.

Form A - Continued

h. Insurance – specify insurance company & policy number below:

Hartford Fire Insurance Policy #520MKA7840

i. Training – expenses incurred other than personnel costs.

j. Other – specify below:

Other costs include County Allocated Costs and uniform costs.

Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental and may not be reimbursed. Non-marine operations that cause overtime hours to be expensed to OSMB program funding may not be reimbursed. Overtime cannot exceed 5% of OSMB personnel costs from Form A.

2025-2027 Boating Safety Action Plan

General Program Information

1. Do you have an assigned Program Manager responsible for the administration of patrol activities?
    a. Name: Nate Thompson
    b. Email: nathantho@clackamas.us
    c. Phone: 503-572-7118
2. Is the program manager responsible for the fiscal control and decision of the program? Yes
3. Are the key staff the same as described in the proposed Action Plan? If not, please explain. Yes

4. Is the OMLEAR staff listing for your program current and accurate? Yes
5. Does the program staff have adequate understanding of the action plan and their role? Yes
6. Does the program manager review allocated contract charges for allowable and reasonableness? Yes
7. How many sworn marine law enforcement officers does your program staff?
    a. Full Time 3 b. Part Time/Seasonal 1 c. Other 4
8. Have all contracted staff completed the 2-week Marine Law Enforcement Academy? No

Law Enforcement

9. Number of officers who participated and completed training as specified.
    a. Two Week Marine LE Academy (anytime during their career): 2
    b. Accident Investigation Training (State/NASBLA):
    c. BUI/OUI/Drug Recognition Training (State/NASBLA):
    d. Navigation Rules Training/Captains Course: 2
    e. Drift Boat Operations Training: 2
    f. Jet Boat Operations Training: 2
    g. PWC Operations Training: 2
    h. Swiftwater Rescue Training – SRT: 2

10. Equipment available for marine law enforcement patrol funded by contract.
    a. Total number of boats in program fleet (motorized and nonmotorized): 9
    b. Number of boats that are radio equipped (LE radio, VHF, or both): 5
    c. Number of boats that maintenance intervals are completed on time: 9

Education & Outreach

11. Education and outreach activities forecasted by program annually.
    a. Total number of education hours: 60
    b. Total number of participants in all education events: 700
    c. Total number of education events: 15

Waterway Markers

12. Waterway marker types and activities completed by the program.
    a. Total number of buoys placed and maintained: 12
    b. Total number of signs placed and maintained: 8
    c. Total number of placement, removal, and maintenance activity hours: 50

Corrective Action Plan (*if required*)

Guidance: This section is for programs who received a Reversion Redux for the 2025-2027 contract allocation. Please provide a step-by-step plan to implement program changes that will prevent gaps in contract funds and actual expenditures. This may include commitment to increasing marine law enforcement resources, identifying root causes of fund reversion and actions to fix problematic areas.