



Yamhill County Sheriff's Office

535 NE 5th Street, Room 143, McMinnville, Oregon 97128-4595

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MEMO

Sheriff Tim Svenson

15 JUL 23 PM 4:05

Date: July 15, 2015

To: BOC, Laura, Chuck

From: Sheriff Svenson

Re: 2015 Marine Contract

Attached is the Intergovernmental Cooperative Agreement between the Oregon State Marine Board and the Yamhill County Sheriff's Office. The term of this agreement is July 1, 2015 through June 30, 2016. I have attached the recent correspondence showing that they have replenished the 4.9% originally cut from the contract, for a total contracted amount of \$60,126.

Please return a copy to the Oregon State Marine Board and my office once approved.

Thank you for your assistance.

Accepted by Yamhill County
Board of Commissioners on

7.23.15 by Board Order

15-267



Oregon

Kate Brown, Governor

State Marine Board

435 Commercial St NE Suite 400
PO Box 14145
Salem, OR 97309-5065
(503) 378-8587
FAX: (503) 378-4597



July 9, 2015

To: Lt. Steve Warden, Yamhill County Sheriff's Office
From: Randy Henry, Boating Safety Program Manager, OSMB
Subject: Marine Board Fee Package Approval / Available Funds

On Wednesday, July 1, Governor Brown signed HB 2459, implementing a \$4.50 per foot fee on all boats registered in Oregon beginning January 1, 2016. This is a slight reduction of the original request, but provides the needed revenue to eliminate the 4.9% reduction established for the 2015/16 fiscal year.

While discussions with the Law Enforcement Advisory Group have been to adjust the allocation formula before distributing the funds, we are finding extraordinary needs among some programs to access funds immediately. Therefore, in consultation with Director Scott Brewen, we have established the following expedited process:

- To request a contract amendment replacing the 4.9% reduction, simply provide a written request via mail, e-mail or fax, dated no later than October 1.
- OSMB will provide the amendment to you for signature through your program's standard process.
- Sign and return to Ginger Davis, OSMB.

For Yamhill County, your allocation for 2015 will increase from the currently approved \$57,125 to \$60,126.

Note that if your program chooses to not request the funds, they will be returned to our treasury account and used to help balance any revenue shortfalls in the future.

I appreciate your patience as we work to update the allocation formula and make these funds available to you as quickly as possible. Please call me at (503) 378-2612 if you have any questions.

Accepted by Yamhill County
Board of Commissioners on
7.23.15 by Board Order
15-267

Intergovernmental Cooperative Agreement
Between
Oregon State Marine Board
&
Yamhill County

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

1. Cooperators

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

2. Term of Agreement

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

3. Services Provided by Agency

Agency agrees to:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the SMB Policy and Procedures Manual, revised most recently in 2005, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the Agency shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the Agency. The Agency agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Action plan described in Exhibit A, attached hereto and incorporated by reference herein.
- H. Provide SMB with monthly activity reports to the SMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Financial Analyst, Oregon State Marine Board, 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within forty-five (45) days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.

4. Services Provided by SMB

SMB agrees to:

- A. Provide Agency an orientation to SMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of SMB's law enforcement data base.
- E. Make payment to Agency within 30 days of receiving and approving invoice from Agency.

5. Boat Ownership

- A. The ownership of any boat purchased by the Agency during the term of this agreement shall be vested with the Agency regardless of funding source, subject to Section 5B and Section 9.
- B. During the term of this agreement and for the useful life of the boat or major piece of equipment, the Agency agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the Agency with funds received from SMB, pursuant to this agreement and prior agreements between Agency and SMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, Agency shall apply any proceeds from the trade-in or sale to law enforcement activities approved by SMB, with such approval not to be unreasonably withheld. Notwithstanding Section 9, upon default of this Agreement or notice from SMB to Agency of the termination of funding described in ORS 830.140, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement, or previous agreement between the SMB and Agency, shall be returned to the SMB for reassignment if SMB requests that the boat or major pieces of equipment be returned to SMB. Upon SMB's request, Agency agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement, to another county.

6. Consideration

- A. The SMB will, upon receipt and approval of expenditure documentation, pay to the Agency an amount not to exceed \$64,500 for the agreement term. Payment requests shall be only for authorized services provided by the Agency pursuant to this agreement and for costs actually incurred by the Agency in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At SMB's discretion, federal funds may be used for payment.
- B. Agency shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

7. Insurance/Indemnification

- A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the SMB is jointly liable with the Agency (or would be if joined in the Third Party Claim), the SMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the SMB on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the SMB on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The SMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the SMB had sole liability in the proceeding.

With respect to a Third Party Claim for which the Agency is jointly liable with the SMB (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the SMB in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the SMB on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the SMB on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- B. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
 - C. Indemnification by Subcontractors. The Agency shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Agency's contractor from and against any and all Claims.
 - D. During the term of this agreement, the Agency shall provide insurance to cover all loss, damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the Agency through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the Agency received prior written direction or authorization from the SMB to otherwise dispose of the proceeds.
 - E This agreement is subject to all applicable federal Assurances specified in Attachment 1 attached hereto and by this reference made a part hereof. If applicable, Agency shall provide the SMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the Agency has the duty to request the amount of federal pass-through dollars included in the payments made by the SMB to the Agency during that fiscal year.
8. Access to Records
- Agency shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records pertinent to this agreement so as to document their performance. Agency acknowledges and agrees that representatives of the SMB and the Oregon Secretary of State's Office and the federal government shall have access to fiscal records and other documents of the Agency that are

pertinent to this agreement to perform examinations and audits. Agency shall retain and keep accessible all such fiscal records and documents for a minimum of seven (7) years, or such longer period as may be required by federal law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

9. Security Interest

Agency, in consideration of SMB's provision of services described in section 4, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants SMB a continuing security interest in and so pledges and assigns to SMB all of the rights of Agency and all proceeds and products in the boats and equipment purchased pursuant to SMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). Agency hereby irrevocably authorizes SMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of SMB to enforce, SMB's security interest in the Collateral, including, but not limited to, causing SMB's name to be noted as secured party on any certificate of title for a titled good. Agency will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of SMB's prior written approval. Upon the failure by Agency to keep, observe or perform any provision of this agreement, without any other notice to or demand upon Agency, SMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

10. Termination

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

11. Force Majeure

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

12. Amendments

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

13. Condition of Performance

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

- A. Agency shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- B. The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. Agency shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- C. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- D. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- E. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- F. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

- G. The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- H. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

14. Designation of Forum and Choice of Law:

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

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

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

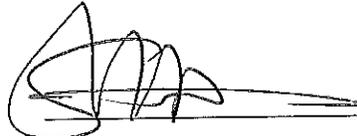
Signatures:

State Marine Board

YAMHILL County



 Date 6/17/15



 Date 7/1/15



Accepted by Yamhill County
 Board of Commissioners on
7.23.15 by Board Order
 # 15-267

Boating Safety Program
for YAMHILL COUNTY SHERIFF Agency FY 2015/2016



Address: 525 E 5th #143 McMinnville, Oregon 97128 Phone #: 503-434-7506
Contact for Questions: Lt. Steve Warden

Patrol Hours:	450	Water %	Shore %
		70	30
Program Hours:	250		
Total Hours:	700		

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

<p>FY <u>2015/2016</u> Program Overview</p> <p>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.</p> <p>Yamhill County's Area of Responsibility encompasses a diverse group of users often competing for the same waterway. Fishing and paddling are popular in the area between San Salvador and Wheatland while water sports are more popular in the area down from the Yamhill River to Willow Island in Clackamas County.</p> <p>The area of the Wheatland Ferry sees concentrated usage of PWCs, paddle craft and motorized boats and tends to develop occasional problems during high use days and times involving conflicts between the various users and swimmers. Traffic in this area saw a dramatic increase and more issues involving multi use and violating restricted areas by PWC on both the river and sloughs around Wheatland and on the Yamhill River. I will propose a directed patrol plan to identify and hopefully mitigate issues created by those individuals who choose not to be courteous safe users.</p> <p>The Ash Island area is popular with pleasure boaters, skiers, PWC users and Paddlers with a popular beach and paddle launch in close proximity to each other. This is the most common area for conflicts and fights to break out generating several calls for service each season. With the closure of the Dorsey landing area near R.M. 60 I noted an increase in use and fielded several complaints of careless operation near the Chehalem Paddle Launch</p> <p>Changes back to the original wake restriction area will require additional monitoring this season as wake enhancing devices will no longer be allowed in the area between Champoeg State Park and Highway 219.</p> <p>The two biggest factors affecting the upcoming season are the continued potential for low reservoir and river levels state wide creating an influx of users to the Yamhill County AOR. The second is budget, With reallocation of funding over the past several years and the potential loss of supplemental budgetary funding from the county it continues to be necessary to budget based on funds received from OSMB. These potential cuts plus dramatic increases in costs necessary to employee qualified competent personnel make operation at the current level of contracted patrol and program hours necessary. The County will make every effort to attain supplemental funding to increase and enhance proposed services and hours in this document. Any additional funding will be documented in the form of activities noted in the OSMB Database and a look at FY 2014/2015 reflects this.</p>
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B.O. 15-267

Annual Patrol Plan: 450 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

The Yamhill County Sheriff's Office will continue to emphasize AIS compliance, through a combination enforcement action education through the Chehalis Paddle Launch and maintenance of regulatory/informational signs at the various access points along the Willamette and Yamhill Rivers. The loss of AIS funds will reduce the amount of available time specifically for this activity but it's importance is apparent and every effort will be made to maintain compliance.

BUII awareness continues to be a priority and boat crews will maintain diligence. The instances of impaired operation are not frequent in this area and the spirit of cooperation between Sheriff's Office employees and local users helps to prevent or reduce the instance of BUII. There is no question that alcohol is present but operators appear to maintain a high degree of responsibility. I hope to send seasonal employees to enhanced BUII training to improve their skills if budget constraints allow.

BERS will be emphasized as a way to maintain contact with the boating public. Particularly with the reduction in funds, frequent contacts with boaters performing courtesy BERS and safety checks will maintain our presence and give the appearance of presence to some degree.

Outfitters and Guide Services are not real prevalent during our primary season, off season patrols find the occasional guide during Salmon or Steelhead runs and compliance is verified accordingly.

While water patrol is the preferred method of patrol Shore Patrol will continue to play a larger role this season. Reducing patrol boat usage on lower use days will decrease fuel cost while allowing relatively quick access to a patrol boat if needed. During days like these patrols will encompass ramps, launches landings and Willamette Greenway access locations. While on the water crews will be strongly encouraged to minimize underway time and increase stationary time in congested areas or near docks landings or moorages in order to maintain high visibility while reducing fuel consumption.

With the increased costs of doing business compounded by the potential loss or reduction in additional funding by the County, the current effort to provide on water patrols will continue to see the potential for reduced hours and days. By cutting patrol shifts from ten hours to 8 hours for the primary patrol boat and staffing the second patrol boat during peak hours on a 5 to 6 hour shift higher visibility will be made possible on Fridays, Saturdays and Sundays. We were able to add back hours in the FY '14/'15 budget year and increase coverage but continued potential for instability requires a conservative approach while maintaining guarded optimism about funding.

The ability to attract and retain competent, qualified individuals who pose minimal risk to safety and liability in this seasonal program located in the Portland Metro area rests with a competitive wage. Attracting individuals with a high degree of experience and competence has been steadily decreasing.

With the loss of the remaining component of our seasonal crews to higher paying jobs with benefits and new federal mandates requiring health insurance to employees working more than 30 hours weekly it became apparent that there was a need to review wages for sworn personnel. The amount budgeted reflects the maximum wage for an individual to allow flexibility based on experience.

The Sheriff's Office will continue to utilize funds in the most efficient and responsible manner.



County/Agency: YAMHILL COUNTY SHERIFF

Fiscal Year: 2015/2016

Annual Program Plan: 250 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>Personnel / Program Manager available to assist as needed</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>Anticipate two attendees to MSLE 2015. Program Manager to attend Pre and Post Season with potential for one or two additional at Post Season. Potential for enhanced BUll training or Crash Investigation opportunities will be reviewed. Program Manager will continue participation in committees and meetings as requested by OSMB</p>
Non-OSMB Training	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p>
	<p>Staff expected to maintain mandatory training as required by state, federal and policy mandates. This training includes HAZMAT, Fuel Site Safety, fire control, defensive tactics, range and in service training as required.</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>Yamhill County Shops is responsible for maintenance on boats vehicles and trailers. Day to day items are handled by on duty crews.</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>YCSO will place 4 buoys at Rogers Landing, 2 buoys at Champoeg are placed seasonally to mark no wake zones. These buoys are checked on a regular basis for accurate location. Typically it takes a full shift with 4 person crew to place and retrieve buoys. Currently about 24 hours is committed to placing retrieving and maintaining buoys each season.</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	Most hazards are removed or marked by patrol staff as they are detected.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	Abandoned boats are an infrequent occurrence in this AOR. They will be addressed on a case by case basis.
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.
	Education provided at community events and displays. Budget and time constraints have caused elimination of in school training. We make education available upon request.
Trailing/ Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	Patrol boats located in Newberg above Rogers Landing. Minimal trailering necessary. Auxiliary fuel is available from one of the pickups to reduce off water time in the event of the need for fuel.
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.
	Accidents will be investigated and reported on in a timely fashion. Additional resources available for complex cases involving alcohol, drugs or need for reconstruction.
Administrative	Expectation: Office duties required for program operations.
	Program manager responsible for majority of office duties, planning, budgeting, meeting attendance, etc. Supervisory time and administrative time all listed in database as Admin / Office time
HINS/Livery/ Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	HIN inspections provided on request by appointment. Turn around time runs 2-3 days.

Boating Safety Program Proposed Costs



County/Agency: YAMHILL COUNTY SHERIFF

Fiscal Year: 2015/2016

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	57,125 \$57,000.00	
AIS Allocation:	\$0.00	--
Boat Allocation:		--
Special Emphasis:	7,500	--
Total:	64,625 \$57,000.00	\$0.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	35,778.60 \$28,278.60	
2. Operations and Maintenance (Must match totals on Form B)	\$28,721.40	
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	64,500 \$57,000.00	\$0.00

County/Agency Authorized Representative:

Signature

3/16/15
Date

STEVEN D. WARDEN
Typed Name

503-435-7600
Telephone

Accepted by Yamhill County
Board of Commissioners on
7-23-15 by Board Order
15-207



Boating Safety Program Proposed Personnel Costs – Form A

County/Agency: YAMHILL COUNTY SHERIFF

Fiscal Year: 2015/2016

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Steve Warden	Lt/PM	160.00	\$55.34	\$8,854.40	\$8,854.40	
2. Dep. Jim Barnum	DEP II	256.00	\$36.50	\$9,344.00	\$9,344.00	
3. Joseph Tarmichael	DEP II	0.00	\$36.50	\$0.00	\$0.00	
4. Kayla Anderson	DEP I	256.00	\$31.45	\$8,051.20	\$8,051.20	
5. Chris Bryant	MSO	0.00	\$26.21	\$0.00	\$0.00	
6.				\$0.00		
7.				\$0.00		
8. Don Schmidt	MSO		\$26.21	\$0.00		
9. TBA	Cadet	100.00	\$20.29	\$2,029.00	\$2,029.00	
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21.				\$0.00		
22.				\$0.00		
23.				\$0.00		
24.				\$0.00		
25.				\$0.00		
26. Sub-Total (lines 1 thru 25)		772.00		\$28,278.60	\$28,278.60	\$0.00
27. Overtime (cannot exceed 5% of OSMB's amount on line 26)						
28. Total Proposed Personnel Costs (lines 26 + 27)					\$28,278.60	\$0.00

Boating Safety Program Proposed Operations & Maintenance Costs - Form B



County/Agency: YAMHILL COUNTY SHERIFF

Fiscal Year: 2015/2016

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle _____ gallons @ \$ _____ per gallon Boat <u>3,000.00</u> gallons @ \$ <u>\$3.50</u> per gallon <div style="text-align: right;">Subtotal of A:</div>	\$0.00 \$10,500.00 \$10,500.00	 \$10,500.00 \$10,500.00	 \$0.00
B. Vehicle Lease	\$7,680.00	\$7,680.00	
C. Moorage	\$7,500.00	\$7,500.00	
D. Expendable Supplies – (\$500 max/each item) specify: 1. Rescue / Safety Equipment 2. 3. 4. <div style="text-align: right;">Subtotal of D:</div>	 \$151.40 \$151.40	 \$151.40 \$151.40	 \$0.00
E. Maintenance – (Inboard - \$1,000, Outboard - \$500, PWC - \$100) Identify by OR # and make: 1. B001 2011 Boulton 2. B004 2007 North River 3. 4. 5. Trailers (\$500 maximum) <div style="text-align: right;">Subtotal of E:</div>	 \$500.00 \$500.00 \$1,000.00	 \$500.00 \$500.00 \$1,000.00	 \$0.00
F. Insurance – (specify Insurance Company & policy #): City County Insurance Service Trust (Policy# PL-YAMC-2014)	\$700.00	\$700.00	
G. Non-OSMB Training – specify: 1. 2. 3. 4. <div style="text-align: right;">Subtotal of G:</div>	 \$0.00	 \$0.00	 \$0.00

H. Training Attending-- specify:				
1. Drift:				
2. Jet:				
3. Academy: 2	\$185.00	\$185.00		
4. Other: Post Season	\$912.00	\$912.00		
Subtotal of H:	\$1,097.00	\$1,097.00		\$0.00
I. Other -- specify:				
1. Staff at Academy	\$93.00	\$93.00		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Subtotal of I:	\$93.00	\$93.00		\$0.00
Subtotal:		\$28,721.40	\$28,721.40	\$0.00

MAR 16 2015



Special Emphasis Funding Request

Program: Yamhill County Sheriff Applicant Name: Lt. Steve Warden Date: 03/12/2015

Statement of Need (description of problem, how this relates to your boating safety mission):

I've received comments regarding increased traffic, interactions and potential conflicts between swimmers, paddlers, motorized traffic and personal watercraft in the area of the Willamette River near Wheatland.

Citizens from both land and boating activities have made formal and informal complaints regarding unsafe operation, operation of personal watercraft in restricted areas, dangerous interactions between boaters and PWCs as well as PWCs coming in close proximity to the Wheatland Ferry while underway.

There seems to be a desire by at least some of the users to populate this area to avoid law enforcement contact or detection while practicing unsafe boating activities, high speed pass operation and use of non-muffled high performance jet boats

This area is remote to our primary patrol area with approximately 15 miles separating the ferry from the heavily used Newberg Pool with its own unique wake and usage issues.

Project goal (What you intend to accomplish):

Directed patrols in the form of specific enforcement / and one on one education of users in this area as well as saturated visibility and deterrence. Enhanced patrols of sloughs and tributary areas in our upper patrol sector to detect and deter unlawful use of PWCs in these restricted areas.

Evaluate and identify additional needs regarding enhanced or directed patrols for future consideration in the patrol plan.

What separates this project from your normal mission and duties (why is it unique)?

This area is generally patrolled once per weekend unless called for service. It is serviced by two ramps on either side of the river as well as in close proximity to the new Keizer access. Yamhill County is responsible for patrol coverage from River Mile 74 to River Mile 32 with priority emphasis placed on the area between Newberg and Wilsonville. Because of the demands for service and visibility compounded by the remote nature of Wheatland to other major boater use areas some distance up and down river, this section has low priority between Polk and Yamhill patrol areas.

Action Plan (brief overview of what you'll do, when you'll do it, waterbody location, and a breakdown of costs for the project, including staffing and overtime).

1. Add directed patrols on non-traditional days or days when no patrols are scheduled.
2. Document all contacts, both enforcement and non-enforcement related.

3. Enforcement action with emphasis on careless operation, distance to swimmers and underway vessels and operation of PWCs in prohibited areas.
4. Provide visible deterrent and make frequent contacts with public to determine other issues of concerns in this area.
5. Focus on detection of illicit drugs or alcohol use as a contributing factor to unsafe behavior.

COST:

PS/

Standard Patrol Boat \$27 per hour
Overtime Deputy \$62.96 per hour maximum
Overtime Marine Deputy \$47.15 Maximum

\$ 137.11 per hr.
x 72

9871.92

Minimum hours dedicated based on maximum overtime rates and base boat costs are approximately 72.

Every effort will be made to staff with non-overtime lower cost personnel to increase the number of hours focused on this area.

\$ 7,500

Total Funds Requested: \$10,000.00 *approved*

(Please include breakdown of costs for funds requested)

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.