



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

---

## **AGENDA REQUEST & STAFF REPORT**

**For Board Business Meeting of September 23, 2015**

---

**DATE:** September 2, 2015

**FROM:** Lt. Bryan Husband      Department: Sheriff's Office      Phone # 541-388-6655

**TITLE OF AGENDA ITEM:**

Consideration of Board Signature of Document 2015-459, the annual Boating Safety and Law Enforcement Services Agreement between Deschutes County, by and through its Sheriff's Office, and the State of Oregon, by and through its Marine Board.

**PUBLIC HEARING ON THIS DATE?** No.

**BACKGROUND AND POLICY IMPLICATIONS:** This is an annual agreement between the County and the State of Oregon Marine Board. The Sheriff's Office has entered similar agreements with the Marine Board for over 13 years. As in previous years, this agreement will partially fund the Sheriff's Office to provide law enforcement services and promote boater safety on certain lakes and rivers in Deschutes County. Examples of the services provided by the Sheriff's Office include investigating boating under the influence violations, investigating boating accidents, alerting the public to unsafe boating conditions and participating in public boater education.

**FISCAL IMPLICATIONS:**

The State will pay \$165,201.76 for the 2016 budget year. The Sheriff's Office has budgeted \$23,227.44 to cover the remaining costs of the program.

**RECOMMENDATION & ACTION REQUESTED:**

Sign Document No. 2015-459, the annual Boating Safety and Law Enforcement Services agreement between the Sheriff's Office and the Oregon State Marine Board.

**ATTENDANCE:** Lt. Bryan Husband, Sheriff's Office (if requested)

**DISTRIBUTION OF DOCUMENTS:**

Contact Julie Lovrien, when ready for pick up.

**DESCHUTES COUNTY DOCUMENT SUMMARY**

**Date:** September 2, 2015

**Department:** Sheriff's Office

**Contractor/Supplier/Consultant Name:** Oregon State Marine Board

**Contractor Contact:** Randy Henry

**Contractor Phone:** 503-378-8587

**Type of Document:** Intergovernmental Agreement between the Deschutes County Sheriff's Office and the Oregon State Marine Board

**Goods and/or Services:** This is an annual agreement the County enters into with the State Marine Board. This agreement will partially fund the Sheriff's Office to provide law enforcement services on certain lakes and rivers within Deschutes County.

**Background & History:** For over 13 years, the Sheriff's Office has entered an annual agreement with the State Marine Board to provide boating safety and law enforcement services in order to promote safe boating practices. Examples of the services to be provided by the Sheriff's Office include investigating boating under the influence violations, investigating boating accidents, alerting the public to unsafe boating conditions, and participating in public boater education.

**Agreement Starting Date:** July 1, 2015

**Ending Date:** June 30, 2016

**Annual Value or Total Payment:** The State funding is \$165,201.76 and the Sheriff's Office has budgeted \$23,227.44 to cover the remaining costs of the program.

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?)  Yes  No

If *No*, has budget amendment been submitted?  Yes  No

**Is this a Grant Agreement providing revenue to the County?**  Yes  No

**Departmental Contact and Title:** Lt. Bryan Husband, Sheriff's Office

**Phone #:** 541-388-6655

**Sheriff's Approval:** \_\_\_\_\_

  
Signature

090815

Date

**Distribution of Document:** Call or email Julie Lovrien, x4857, when ready for pickup.

---

**Official Review:**

County Signature Required (check one):  BOCC     Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review

Darryl Nakahira

Date

9/3/15

Document Number

2015-459



 ORIGINAL

Intergovernmental Cooperative Agreement  
Between  
Oregon State Marine Board  
&  
Deschutes County

This agreement is entered into by the State of Oregon through the Oregon State Marine Board and **Deschutes 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 Deschutes 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 **\$165,201.76** 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.

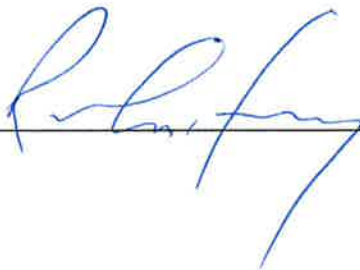
The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

Deschutes County Sheriff

  
Date 8/26/15

  
Date 090815

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2015

FOR DESCHUTES COUNTY:

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
ALAN UNGER, Vice Chair

Attest:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
TAMMY BANEY, Commissioner

# Boating Safety Program

for Deschutes County Sheriff's Office

FY 2015/2016

Agency



Address: 63333 Hwy 20 W., Bend, Or 97701

Phone #: 541-388-6503

Contact for Questions: Sergeant Ronny Dozier

<b>Patrol Hours:</b>	1,640	Water %	Shore %
		75	25
<b>Program Hours:</b>	1,835		
<b>Total Hours:</b>	3,475		

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

## FY 2015/2016 Program Overview

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

The Deschutes County Sheriff's Office Marine Program has noticed a significant rise in non motorized waterway users. In an effort to mitigate user conflict and gain compliance with safe user practices we have started initiating more contacts with those users and building positive relationships.

In conjunction with the increase in non motorized users we have also seen an increase in users in general using our waterways. With more people (Families) using our waters we have started a new education program that we have introduced to our local schools to help educate the children in safe water recreating and PFD usage, this program has been an astounding success.

These efforts are being made to gain voluntary compliance with State law in regards to safe boat operation, required equipment, required safety devices, the prevention of invasive animal and plant life introduction and to enhance the safe and enjoyable use of our waters.

**Annual Patrol Plan: 1,640 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
- BUll Enforcement
- Outfitter & Guide
- PFD Compliance
- Shore Patrol
- Water Patrol
- Other Issues

The Deschutes County Sheriff's Office Marine Program will conduct BUll saturation patrols on 7/3,4,5 and the weekend of 9/4 to 9/7. Most of the patrols will take place on Wickiup Reservoir and Cultus Lake.

The Deschutes County Sheriff's Office Marine Program will continue to place an emphasis on checking for AIS permits on non-motorized and out of state boats and take enforcement as necessary.

The Deschutes County Sheriff's Office Marine Program has infrequent issues with outfitters and guides and conducts enforcement as needed.

The Deschutes County Sheriff's Office Marine Program expects to conduct 1 BER per patrol hour spent on the water.

Our unit will also work shore patrol at times when the weather is poor and not many boats are on the water.

We will work on increasing our BUll arrests this year by working later hours, especially on holiday weekends.

We will respond to complaints on specific water bodies; specifically the Deschutes River and non-motorized lakes.



## Boating Safety Program Waterbodies To Be Patrolled

County/Agency: Deschutes County Sheriff's Office

Fiscal Year: 2015/2016

Lakes, Bays, & Open Ocean	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Crane Prairie Reservoir	Entire Reservoir	07/15	06/16	
Cultus Lake	Entire Lake	07/15	06/16	
Davis Lake	North Se3ction	07/15	06/16	
East Lake	Entire Lake	07/15	06/16	
Elk Lake	Entire Lake	07/15	06/16	
Hosmer Lake	Entire Lake	07/15	06/16	
Lava Lake	Entire Lake	07/15	06/16	
Little Cultus Lake	Entire Lake	07/15	06/16	
Little Lava Lake	Entire Lake	07/15	06/16	
North Twin Lake	Entire Lake	07/15	06/16	
Paulina Lake	Entire Lake	07/15	06/16	
South Twin Lake	Entire Lake	07/15	06/16	
Sparks Lake	Entire Lake	07/15	06/16	
Three Creeks Lake	Entire Lake	07/15	06/16	
Wickiup Reservoir	Entire Lake	07/15	06/16	





County/Agency: Deschutes County Sheriff's Office

Fiscal Year: 2015/2016

**Annual Program Plan: 1,835 Hours**

<b>Instructor Training</b>	<p><b>Expectation:</b> Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p>
	<p>The Deschutes County Sheriff's Office Marine Program currently does not have any staff assigned as instructor cadre working on behalf of the OSMB. Sgt. Dozier is working towards becoming one of the OSMB BUII/SFST Instructors.</p>
<b>Training</b>	<p><b>Expectation:</b> 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>The Deschutes County Sheriff's Office Marine Program intends on sending all paid staff to the Post Season Conference as well as sending up to 5 paid staff members to the MLEA in April/May of 2015. Also 1 staff to Drift Boat School and 1 staff to Jet Boat School.</p>
<b>Non-OSMB Training</b>	<p><b>Expectation:</b> Training as per program standards to maintain high level of police skill, performance and certifications.</p>
	<p>The Deschutes County Sheriff's Office Marine Program will send all paid marine deputies to a First Aid/CPR class (4 hours), computer system updates (4 hours), EVOC/Skid Car, Defensive Tactics/Use of Force class, Firearms Training (14 combined hours) for a total of 22 hours per paid staff member.</p>
<b>Maintenance</b>	<p><b>Expectation:</b> Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p>
	<p>The Deschutes County Sheriff's Office Marine Program staff will continue to mitigate maintenance costs by providing regular and appropriate maintenance as well as documenting all maintenance performed. Deschutes County Sheriff's Office shops will also assist when prolonged or more technical work needs to be performed.</p>
<b>Waterway Markers</b>	<p><b>Expectation:</b> Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p>
	<p>The Deschutes County Sheriff's Office Marine Program maintains and sets waterway markers at and on approved waterways and locations. The markers and buoys are mapped and removed in the winter (end of season) to avoid damage and re-placed in the spring (beginning of season.) Signage is also monitored and replaced when it is damaged to stolen.</p>

<b>Hazard Mitigation</b>	<p><b>Expectation:</b> Identify and respond to extraordinary waterway hazards through coordination with OSMB.</p> <p>The Deschutes County Sheriff's Office Marine Program will be as proactive as possible in taking measures to identify and mitigate any hazards to navigation (Working with OSMB,USFS to mark dangerous waters). Once a hazard is identified the OSMB will be notified and the hazard will be removed.</p>
<b>Abandoned Boats</b>	<p><b>Expectation:</b> Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.</p> <p>The Deschutes County Sheriff's Office Marine Program will be as proactive as possible in taking measures to identify and remove any abandoned or derelict boats. Once an abandoned or derelict boat is identified the Sheriff's Office will take steps to contact the owner and get the boat removed.</p>
<b>Education</b>	<p><b>Expectation 1:</b> Plan and implement public outreach strategies that teach public basic on-water safety skills. <b>Expectation 2:</b> Provide directly or through partners equivalency exam opportunities in your county.</p> <p>The Deschutes County Sheriff's Office Marine Program has increased our partnership with the Bend-Lapine, Redmond and Sisters school districts to educate kids on water safety. We will continue to provide bi-monthly Boater Education classes during our marine season as well as actively seek opportunities to provide public education on water and boating safety.</p>
<b>Trailing/ Travel</b>	<p><b>Expectation:</b> Note necessary trailering and traveling times specific to your AOR.</p> <p>The Deschutes County Sheriff's Office Marine Program has an average of 2-3 hours (1-1.5 hours each way) of travel time per day due to the distance we are from our patrolled water bodies.</p>
<b>Accident Investigation</b>	<p><b>Expectation:</b> 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.</p> <p>The Deschutes County Sheriff's Office Marine Program staff in partnership with the Deschutes County Sheriff's Office Detectives will continue to investigate all serious waterway injuries and waterway fatalities. This information will be provided to the OSMB in a timely and complete manner while ensuring case integrity and in accordance with State statute.</p>
<b>Administrative</b>	<p><b>Expectation:</b> Office duties required for program operations.</p> <p>The Deschutes County Sheriff's Office Marine Program tries to limit the amount of time spent in the office. We attempt to spend no more than 30 minutes per day in the office on various administrative functions.</p> <p>This does not include report writing, court appearances, etc. Very little, if any, of the Program Managers administrative time is charged to the OSMB.</p>
<b>HINS/Livery/ Moorage Checks</b>	<p><b>Expectation:</b> Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.</p> <p>The Deschutes County Sheriff's Office Marine Program continues to conduct a large number of HIN inspections. We are working on taking steps to move some of the workload to volunteers to allow more time to be spent by marine deputies on the water. We currently conduct livery inspections at 12 different marinas. Additionally, we will conduct moorage checks to ensure that moored boats have current registrations.</p>



# Boating Safety Program Proposed Costs



County/Agency: Deschutes County Sheriff's Office

Fiscal Year: 2015/2016

Allocation (some may not apply)	OSMB	County/Agency Contribution
<b>LE Allocation:</b>	\$162,220.00	
<b>AIS Allocation:</b>	\$3,000.00	--
<b>Boat Allocation:</b>		--
<b>Special Emphasis:</b>		--
<b>Total:</b>	\$165,220.00	\$0.00

## Proposed Program Costs:

	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$140,001.76	\$12,920.90
2. Operations and Maintenance (Must match totals on Form B)	\$25,200.00	\$10,306.54
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$165,201.76	\$23,227.44

County/Agency Authorized Representative:

  
Signature

090815  
Date

L. Shane Nelson  
Typed Name

(541) 388-6655  
Telephone

# Boating Safety Program Proposed Personnel Costs - Form A



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

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Bryan Husband	Lieutenant	50.00	\$80.23	\$4,011.50		\$4,011.50
2. Ronny Dozier	Sergeant	180.00	\$72.83	\$13,109.40	\$4,200.00	\$8,909.40
3. Robert Wittwer	Deputy	1,040.00	\$37.54	\$39,041.60	\$39,041.60	
4. Rusty Foster	Deputy	1,040.00	\$29.52	\$30,700.80	\$30,700.80	
5. Michael LeDuc	Deputy	840.00	\$28.10	\$23,604.00	\$23,604.00	
6. Greg Peterson	Deputy	840.00	\$28.10	\$23,604.00	\$23,604.00	
7. Tom Teaford	Deputy	140.00	\$35.80	\$5,012.00	\$5,012.00	
8. Kim Campbell	Deputy	120.00	\$32.53	\$3,903.60	\$3,903.60	
9. Eric Brown	Deputy	113.00	\$29.52	\$3,335.76	\$3,335.76	
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		
<b>26. Sub-Total (lines 1 thru 25)</b>		<b>4,363.00</b>		<b>\$146,322.66</b>	<b>\$133,401.76</b>	<b>\$12,920.90</b>
<b>27. Overtime (cannot exceed 5% of OSMB's amount on line 26)</b>					<b>\$6,600.00</b>	
<b>28. Total Proposed Personnel Costs (lines 26 + 27)</b>					<b>\$140,001.76</b>	<b>\$12,920.90</b>

# Boating Safety Program

## Proposed Operations & Maintenance Costs - Form B



County/Agency: Deschutes County Sheriff's Office

Fiscal Year: 2015/2016

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
<b>A. Fuel:</b> Vehicle <u>2,500.00</u> gallons @ \$ <u>3.25</u> per gallon Boat <u>1,500.00</u> gallons @ \$ <u>3.25</u> per gallon <div style="text-align: right;"><b>Subtotal of A:</b></div>	\$8,125.00 \$4,875.00 \$13,000.00	\$8,125.00 \$4,875.00 \$13,000.00	\$0.00 \$0.00 \$0.00
<b>B. Vehicle Lease</b>			
<b>C. Moorage</b>			
<b>D. Expendable Supplies – (\$500 max/each item) specify:</b> 1. Fenders/Line 2. Misc tools and sm. parts 3. Sounder New Boat 4. PFD's <div style="text-align: right;"><b>Subtotal of D:</b></div>	\$500.00 \$500.00 \$500.00 \$500.00 \$2,000.00	\$500.00 \$500.00 \$500.00 \$500.00 \$2,000.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>E. Maintenance – (Inboard -\$1,000, Outboard - \$500, PWC - \$100)</b> Identify by OR # and make: 1. 2011 Alumaweld 2. 2005 North River 3. Mini Jet 4. Safe Boat 5. Santiam drift and Koffler Drift Trailers (\$500 maximum) Six Trailers <div style="text-align: right;"><b>Subtotal of E:</b></div>	\$1,000.00 \$1,000.00 \$1,000.00 \$500.00 \$500.00 \$500.00 \$4,500.00	\$1,000.00 \$1,000.00 \$1,000.00 \$500.00 \$500.00 \$500.00 \$4,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>F. Insurance – (specify Insurance Company &amp; policy #):</b> Covered by Agency			
<b>G. Non-OSMB Training – specify:</b> 1. Agency In-service training (First Aid/CPR/DTs) 12hrs X 7 2. Agency In-service training (Computer/Range) 8hrs X 7 3. Agency In-service training (EVOC/Skid Car) 4hrs X 7 4. <div style="text-align: right;"><b>Subtotal of G:</b></div>	\$2,653.22 \$1,768.88 \$884.44 \$5,306.54	\$2,653.22 \$1,768.88 \$884.44 \$0.00	\$2,653.22 \$1,768.88 \$884.44 \$5,306.54

<b>H. Training Attending-- specify:</b> 1. Drift: 1 Deputy to Drift School 2. Jet: 1 Deputy to Jet School 3. Academy: 4 Deputies to Marine Academy 4. Other: 7 Deputies to Post Season Conference  <b>Subtotal of H:</b>	\$700.00 \$700.00	\$700.00 \$700.00	\$0.00
<b>I. Other – specify:</b> 1. New Lights, Radios and Markings for Mini Jet 2. 3. 4. 5. 6. 7. 8. 9. 10.  <b>Subtotal of I:</b>	\$10,000.00          \$10,000.00	\$5,000.00          \$5,000.00	\$5,000.00          \$5,000.00
<b>Subtotal:</b>	<b>\$35,506.54</b>	<b>\$25,200.00</b>	<b>\$10,306.54</b>

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.