

**CLARK COUNTY
STAFF REPORT**

*Smith
4/12*

DEPARTMENT: Clark County Sheriff's Office

DATE: March 18, 2013

REQUEST: Approve new contract with PacifiCorp for the provision of supplemental marine enforcement services on Merwin and Yale Lakes.

CHECK ONE: X Consent CAO

BACKGROUND

The Sheriff's Office maintains a marine program for the enforcement of safety regulations and laws on the lakes and rivers of Clark County. Population increases and ongoing campground development have resulted in an increase in recreational activity on Merwin and Yale Lakes. In response to this increased usage, PacifiCorp entered into a contract with the Sheriff's Office in 1996 to provide limited marine patrol coverage on the lakes during 1997. In subsequent years, PacifiCorp has agreed to provide additional funding to increase the patrol coverage on the lakes. This program has been highly successful, and the Sheriff's Office seeks authority to approve a new contract for the summer of 2013.

COMMUNITY OUTREACH

The Marine Patrol Unit provides safety instruction on safe boating practices, performs safety inspections of boats and personal watercraft, and provides "loaner" life jackets to boaters. The Marine Patrol Unit also provides water safety instruction in the off-season to help reduce the number of boating accidents. These activities, together with Marine Patrol presence on the lakes, contribute to keeping boating and other activities on the lakes safe and enjoyable for citizens.

BUDGET AND POLICY IMPLICATIONS

For the 2013 season, PacifiCorp will reimburse the Sheriff's Office for all supplemental hours of marine patrol at the rate of \$51.80 per hour for a total of up to \$78,736, plus up to \$4,368 for the maintenance, repair, use, and licensing of watercraft. A resource-neutral adjustment of \$83,104 will be necessary to account for increases in revenues and expenses in the 2013-14 budget under the terms of this agreement.

FISCAL IMPACTS

Yes (see attached form) No



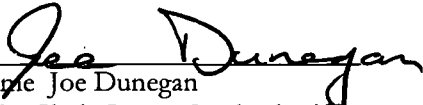
ACTION REQUESTED

Approve and sign the attached contract (two copies) between the Sheriff's Office and PacifiCorp for limited marine patrol coverage on Merwin and Yale Lakes. Recognize the need for a resource-neutral supplementary budget adjustment to be submitted by the Sheriff's Office during the next scheduled supplemental process.

DISTRIBUTION

SO Fiscal, John Lawler
Auditor's Office, Amanda Miller

Office of Budget
SO Marine Unit, Sgt. Dennis Pritchard


Name Joe Dunegan
Title Clark County Undersheriff

Approved: March 26, 2013
CLARK COUNTY
BOARD OF COMMISSIONERS

SR 051-13

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Sheriff's Office will incur overtime and other expenses. These expenses will be reimbursed by PacifiCorp after they are incurred subject to an \$83,104 limit. Therefore, the request will result in no net fiscal impact.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 / General Fund	83,104.00	83,104.00	0.00	0.00	0.00	0.00
Total	83,104.00	83,104.00	0.00	0.00	0.00	0.00

II. A – Describe the type of revenue (grant, fees, etc.)

Reimbursements from PacifiCorp as outlined in Exhibit A of the contract.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 / General Fund	0	83,104.00	83,104.00	0.00	0.00	0.00	0.00
Total		83,104.00	83,104.00	0.00	0.00	0.00	0.00

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies	4,368.00	4,368.00	0.00	0.00	0.00	0.00
Travel						
Overtime	78,736.00	78,736.00	0.00	0.00	0.00	0.00
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	83,104.00	83,104.00	0.00	0.00	0.00	0.00

CONTRACT
BETWEEN CLARK COUNTY SHERIFF'S OFFICE
AND PACIFICORP

This Contract is between the Clark County Sheriff's Office, a division of Clark County, Washington hereinafter referred to as the "CCSO," and PacifiCorp, an Oregon corporation hereinafter referred to as "PACIFICORP" each a "Party" and together the "Parties".

WITNESSETH:

WHEREAS, pursuant to its obligation under Section 13.2.1 of the Lewis River Settlement Agreement dated November 30, 2004 (to which both Parties are signatories) PACIFICORP desires to enter into a contract with CCSO for services, to provide marine and land patrol for Yale and Merwin reservoirs in Clark County, Washington, with the option to provide marine and land patrol for Swift Reservoir as a sub-agreement under the Master Interlocal Agreement between Clark County and Skamania County.

WHEREAS, CCSO will contract with PACIFICORP to provide services, as described in Section I of this Contract.

Now, therefore, the Parties hereby agree as follows:

I. CCSO OBLIGATIONS

The CCSO agrees to the following:

- A. To provide patrol-boat coverage on Yale and Merwin reservoirs on Fridays, Saturdays, Sundays and Mondays, on or about the 4th week of May and continuing through the month of September. This arrangement is based on the deputies working a forty (40) hour work week and having two (2) weeks of vacation, and is specified further in **Exhibit A**.
- B. To perform all general duties of marine patrol including enforcing criminal and civil laws, aiding vessels, performing safety inspections, investigating criminal incidents and supporting prosecution of criminal suspects, investigating accidents, addressing vessel operations complaints, and all other activities the marine patrol currently performs.

- C. Provide PACIFICORP with a monthly activity sheet summarizing law enforcement activities conducted under the Contract, including but not limited to boating accidents, citations, arrests, vessel safety inspections (VSI), warnings, boater/public assists and any other significant incidents.
- D. To work with Skamania County on the marine patrol coverage on Swift reservoir where feasible.

II. PACIFICORP OBLIGATIONS

- A. PACIFICORP agrees to pay CCSO for services rendered under this Contract as set forth in Exhibit A, Scope of Work, and as adjusted on an annual basis to reflect negotiated salary increases in starting deputies' wages. Total annual billings (inclusive of all charges) shall not exceed the NTE costs in Exhibit A. CCSO and PacifiCorp agree to meet annually to negotiate hourly rates, Total Authorized Annual Limit, and other operational terms for the succeeding calendar year. Mutually agreed upon annual changes to Exhibit A will be documented as subsequent amendments to this Contract. PacifiCorp's performance of its obligations herein fully discharges its duties to CCSO under Section 13.2.1 of the Lewis River Settlement Agreement for the term of this Contract.
- B. PacifiCorp agrees to provide CCSO one (1) Tait Handheld Radio at a time in 2013 to be determined in consultation with CCSO.

III. REGULATIONS AND REQUIREMENT

This Contract shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

IV. MODIFICATIONS

Either Party may request changes in this Contract. Any and all modifications shall be in writing and signed by each of the Parties.

V. INSURANCE

CCSO certifies that that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self- Insurance Liability Policy. Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against CCSO, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Contract which CCSO and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or CCSO.

VI. JURY WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

VII. BUSINESS ETHICS

CCSO, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of CCSO's obligations under this Contract. In conjunction with its performance of the Scope of Work, CCSO and its employees, officers, agents and representatives shall comply with, and cause its subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the PacifiCorp Code of Business Conduct. Without limiting the generality of the foregoing, CCSO specifically represents and warrants that neither the CCSO nor any subcontractor employees, officers, representatives or other agents of CCSO have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for PacifiCorp or CCSO in connection with the work to be performed hereunder. CCSO shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify CCSO's compliance with this provision. PacifiCorp shall be permitted to audit such records as reasonably necessary to confirm CCSO's compliance with this provision. CCSO shall immediately provide notice to PacifiCorp of any facts, circumstances or allegations that constitute or might constitute a breach of this provision and shall cooperate with PacifiCorp's subsequent investigation of such matters. CCSO shall indemnify and hold PacifiCorp harmless from all fines, penalties, expenses or other losses sustained by PacifiCorp as a result of CCSO's breach of this provision. The Parties specifically acknowledge that CCSO's failure to comply with the requirements of this provision shall constitute a condition of default under this Contract.

VIII. LIABILITY

All liabilities for salaries, wages and other compensation, injury, sickness, liability to the public for intentional or negligent acts including but not limited to liability incurred by

reason of false arrest or civil rights actions brought regarding law enforcement functions hereunder shall be that of the County.

IX. INTERPRETATION

In the event of invalidity or unresolvable ambiguity of any provision of this Contract, the remaining provision shall nevertheless continue to be valid and enforceable. This written contract represents the entire Contract between the Parties and supersedes any prior oral statements, discussions or understandings between Parties.

X. TERM AND TERMINATION

This Contract shall commence on April 1, 2013 and shall expire at midnight, December 31, 2017 unless earlier terminated by revocation of the underlying Lewis River Projects FERC licenses, provided, that either Party herein shall have the right to terminate this Contract for any reason whatsoever, upon giving the other Party one hundred eighty (180) days written notice in advance of the date sought for such termination. Any notice required or permitted to be given under this Contract shall be deemed sufficient if given in writing and sent by registered or certified mail to the official mailing address of the CCSO or PacifiCorp.

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by the dates and signatures hereunder affixed.

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON



Garry E. Lucas, Sheriff




Steve Stuart, Chair

03/14/2013

Date

march 26, 2013

Date



Mark A. Sturtevant, PACIFICORP
Director, Hydro Resources

3/11/2013

Date

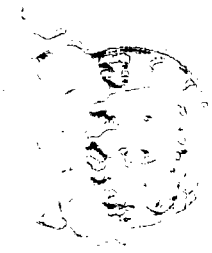


Exhibit A – Scope of Work

CLARK COUNTY SHERIFF'S OFFICE

Marine Patrol Unit
Lewis River Marine Patrol
Merwin and Yale Reservoirs
Swift Reservoir (Option)
CY 2013

CCSO will provide an average of 40 hours per week coverage by a two-deputy team beginning the last weekend of May (May 25 – 27) and running through the fourth weekend of September (September 28-29) for a total of nineteen weeks coverage. Both Parties agree that, during hot weather, additional trained staff may be needed to cover both reservoirs and during inclement weather, no coverage may be needed. Both Parties agree to additional coverage on July 4 and September 2, if required. Both Parties also agree to additional limited weekend coverage for the period of April 5 - May 24 and September 1 - November 30 for fishing season to replace poor weather low traffic periods when summer coverage is not warranted. CCSO and PacifiCorp shall cooperatively establish a schedule of 2013 marine patrols by March 31, 2013.

PacifiCorp shall make payments to CCSO based upon CCSO's monthly invoice of actual time spent on patrol. Each invoice shall include the dates and hours worked, and the Contract hourly rate for each deputy providing services. Total reimbursements under this Contract for CY 2013 are not to exceed the NTE Total below.

	<u>Merwin/Yale</u>	<u>Swift</u>
Contracted Hourly Rate:	\$51.80	\$51.80
Deputies per hour	2	
Hours per week	40	
Weeks of Coverage	19	
Total	\$78,736.00	
Use of equipment for patrolling the reservoirs:		
Craft Repair/License		
Searay –		
Alamar - Combined	\$ 4,368.00	
NTE Total	\$83,104.00	

The work described herein, necessary for the performance of this Contract, shall be performed under the coordination of the persons listed below or their successors, who will provide assistance and guidance to the other Party.

Project Manager for PacifiCorp

David Moore
825 NE Multnomah, Suite LCT 1500
Portland, OR 97232
Office: (503) 813-6945
E-mail: david.moore@pacificorp.com

Project Manager for CCSO

Sgt. Dennis Pritchard
Clark County Sheriff's Office
707 West 13th Street
PO Box 410
Vancouver, WA 98661
360-397-6127
E-mail: Dennis.Pritchard@clark.wa.gov

Billing Address:

Invoices for services, equipment and reimbursable expenses will be sent to PacifiCorp as follows:

PacifiCorp
Attn: David Moore
825 NE Multnomah Street, Suite 1500
Portland, OR 97232

Phone: 503.813.6078
Facsimile: 503.813.6633

Payments will be made on a Net-30 day basis.