

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: March 7, 2017

REQUESTED ACTION: Authorize budget adjustments for the 2017 Merwin/Yale Lakes marine enforcement contract with PacifiCorp

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. In March 2013, PacifiCorp and Clark County signed a new contract that expires at the end of 2017.

For the 2017 season, PacifiCorp has agreed to reimburse the Sheriff's Office for all supplemental hours of marine patrol at the rate of \$58.30 per hour for a total of up to \$83,952, plus up to \$4,917 for the maintenance, repair, use, and licensing of watercraft. A budget-neutral adjustment of \$88,869 will be necessary to account for increases in revenues and expenses in the 2017-18 budget under the terms of this agreement.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no anticipated administrative policy implications.

COUNCIL POLICY IMPLICATIONS

There are no anticipated policy implications for the Board of County Councilors.

PREVIOUS REVIEWS AND ACTIONS

None.

COMMUNITY OUTREACH

The Marine Patrol Unit provides instruction on safe boating practices, performs safety inspections of boats and personal watercraft, and provides "loaner" life jackets to boaters. 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 IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

SUBMITTED BY:
DATE:

John Lawler
February 28, 2017

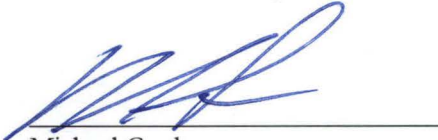
DISTRIBUTION OF COUNCIL STAFF REPORTS:

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

SHERIFF'S OFFICE APPROVALS:



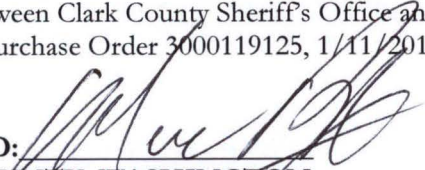
Staff: Darin Rouhier
CCSO Finance Manager



Michael Cooke
Clark County Undersheriff

Attachments:

Contract between Clark County Sheriff's Office and PacifiCorp (SH 13-16)
Contract between Clark County Sheriff's Office and PacifiCorp (SH 13-16), Exhibit A (Amendment 4)
PacifiCorp Purchase Order 3000119125, 1/11/2017

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: MAR. 7, 2017

SR# 050-17



COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date:

SR Number:

REQUESTED ACTION:

Approve the budget adjustments for the 2017 Merwin/Yale Lakes marine enforcement contract with PacifiCorp.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

Mark McCauley
County Manager

DISTRIBUTION

Package number	Fund	Fund Name	Prog	Dept	Basele	Obj	Categ	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)	2019-20 EXP inc / REV dec (DR)	2019-20 EXP dec /REV inc (CR)	Type	Operating vs capital	Capital project code	Program code
SHR-PPL	0001	General Fund	402	250	521202	140	028418	83,952				One-Time	Operating		
SHR-PPL	0001	General Fund	402	250	521202	326	028418	4,917				One-Time	Operating		
SHR-PPL	0001	General Fund	000	250	342118	000	028418		88,869			One-Time	Operating		

FOR STAFF REPORTS ONLY:

HR APPROVAL

Signature Adice Pnt Date 02/27/2017
 Signature _____ Date _____

BUDGET OFFICE APPROVAL

Budget comment: No impact on General Fund fund balance; package must be included in the May supplemental.

Requesting Department: Sheriff's Office

Package number: SHR-PPL

Package Title: 2017 PacifiCorp Lakes Patrol Contract Extension

Contact: John Lawler
john.lawler@clark.wa.gov
360-397-2211, x4173

Justification:

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. In March 2013, PacifiCorp and Clark County signed a new contract that expires at the end of 2017.

For the 2017 season, PacifiCorp has agreed to reimburse the Sheriff's Office for all supplemental hours of marine patrol at the rate of \$58.30 per hour for a total of up to \$83,952, plus up to \$4,917 for the maintenance, repair, use, and licensing of watercraft. A resource-neutral adjustment of \$88,869 will be necessary to account for increases in revenues and expenses in the 2017-18 budget under the terms of this agreement.

The above revenue and expense may be considered ongoing, since the Sheriff's Office has renewed or extended the agreement every year since 1996. However, minor adjustments to the rates and the total size of the budget can be expected from year to year, and eventually either PacifiCorp or the Sheriff's Office may decide not to renew the agreement. In those cases, the Sheriff's Office may have to request a supplemental resource-neutral budget adjustment from the Board of County Councilors.

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.

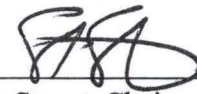
The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

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

CLARK COUNTY SHERIFF'S OFFICE
Marine Patrol Unit

Lewis River Marine Patrol
Lake Merwin and Yale Lake
Swift Lake (Option)
CY 2017

This would provide for an average of forty hours per week coverage by a two-deputy team beginning Memorial Day weekend (May 27-29) and running through the last weekend of September (September 30 – October 1) for a total of eighteen weeks' coverage. It is understood by both parties 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 5 if required. Both parties also agree to additional limited weekend coverage for the period of April 1 - May 21 and October 7 – November 26 for fishing season to replace poor weather / low traffic periods when summer coverage is not warranted. Total deputy labor reimbursements are not to exceed the total below.

	<u>Merwin/Yale</u>	<u>Swift</u>
Contracted Hourly Rate	\$58.30	\$58.30
Deputies per Hour	2	
Hours per Week	40	
Weeks of Coverage	18	
Total Deputy Labor Reimbursements	\$83,952	
Costs for maintenance and operation of CCSO towing vehicles, boat trailers, and vessels:	\$ 4,917	
Total	\$88,869	

Invoicing Instructions:

Invoices shall be sent to:

PacifiCorp
ATTN: Kim McCune
825 NE Multnomah, Suite 1500
Portland, OR 97232



PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

Shipping Address
Pacifcorp Merwin Control Center 105 Merwin Village Ct ARIEL WA 98603
Vendor Address
CLARK COUNTY SHERIFF'S OFFICE PO BOX 410 VANCOUVER WA 98666 USA Vendor Phone: (360) 699-2211 Vendor Fax: (360) 397-2361
Billing Address
PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040 When an alternative Billing Address is preferred, it will be noted below.

Information	
P.O. Number	3000119125
Date	01/11/2017
Vendor No.	121405
Payment Terms Description	NET 30
Buyer	Jeffery Sloan
Phone	(801) 220-4663
Fax	(801) 220-3173
Delivery Date	12/31/2017
Inco Terms Description	N/A
Inco Terms (Part X)	N/A
<p>Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superseded. Any refund checks must be sent to the following address and not to individual employees.</p> <p>PacifiCorp PO Box 5504 Portland, OR 97208-5504</p>	

Shipping Instructions:							
Currency: USD							
Valid From: 04/01/2017 To: 12/31/2017							
Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
10	LR - 2017 Clark Co Law Enforcement	1.00	SVC	88,869.00	1	SVC	88,869.00
<p>Per the Lewis River Settlement Agreement article 13.2.1 Law Enforcement, PacifiCorp shall provide funding for the direct cost of one full-time-equivalent law enforcement officer, including a reasonable cost for vehicle and equipment related to his or her duties. In coordination with the Sheriff's Office, a Contract and Scope of Work has been developed for law enforcement services in accordance with Exhibit A of the contract.</p> <p>Send invoices to:</p> <p>Kim McCune PacifiCorp 825 NE Multnomah St., Suite 1500 Portland, OR 97232</p>							
Total Net Value						USD	88,869.00
<p>Vendor shall furnish the Goods and Services specified above in accordance with this Purchase Order, including the provisions set forth on the face hereof and any other provisions attached to, incorporated into, or otherwise made a part of this Purchase Order.</p>							