



Molalla City Council

Meeting located at:
Molalla Adult Community Center
315 Kennel Avenue
Molalla, OR 97038

February 22, 2012

Regular Meeting Agenda

Work session: 6:30 p.m. The Council will review and discuss agenda items for the business meeting.

Business meeting: Will begin immediately after the meeting of the Molalla Urban Renewal Agency, which begins at 7 p.m. The Council has adopted Public Participation Rules. Copies of these rules and public comment cards are available at the entry desk. Public comment cards must be turned into to the City Recorder prior to the start of the Council meeting.

The City will endeavor to provide a qualified bilingual interpreter, at no cost, if requested at least 48 hours prior to the meeting. To obtain services call the City Recorder at (503) 829-6855.

989th Regular Meeting

1. CALL TO ORDER

- A. Flag Salute.
- B. Roll Call.
- C. Approval of Minutes

2. COMMUNICATIONS

Parks and Recreation Board Presentation

3. AWARDS & RECOGNITIONS

4. PUBLIC HEARINGS

5. CONTINUING BUSINESS

- A. Planning Commission Compostion and Membership

6. NEW BUSINESS

- A. Appoint Member to the Planning Commission
- B. Appoint Member to the Centennial Commission
- C. Approve Cost Allocation Plan
- D. Discuss Contracting Law Enforcement Services with Clackamas County
- E. Vote to Discontinue Payment for Electronic Citation Equipment

7. ORDINANCES

- A. Ordinance 2012-05: An Ordinance Amending Park Hours
- B. Ordinance 2012-06: An Ordinance Amending the Penalty for Violation of Sections 10.52.010 and 10.52.020 of the Molalla Municipal Code Regarding Parking Time Limitations
- C. Ordinance 2012-07: An Ordinance Granting a Nonexclusive Franchise to WaveDivision VII, LLC to Construct, Operate and Maintain a Cable Television System in the City of Molalla and Declaring an Emergency

8. RESOLUTIONS

- A. Resolution 2012-09: A Resolution Amending the Molalla Park System Development Charges (SDC) Project List to Include the Sally Fox Park Pavillion

9. PROCLAMATIONS**10. REPORTS AND ANNOUNCEMENTS**

- A. City Manager Report
- B. Upcoming Council Agenda Items

11. EXECUTIVE SESSION

The Molalla City Council will enter into executive session purusant to ORS 192.660(2)(h) to consult with legal counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

12. ADJOURNMENT

City Of Molalla

City Council Meeting

Agenda Category: Continuing Business

Subject: Planning Commission Composition and Membership

Recommendation: Discussion and provide direction to staff

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: NA

Background:

The City has experienced difficulty convening a quorum of Planning Commission members for meetings. This has stalled progress adopting a new Comprehensive Plan, stalled progress adopting a Parks and Recreation Master Plan. An inactive Planning Commission will prevent new development from occurring, thereby inhibiting economic activity and recovery. Many of the current Planning Commission members mentioned improper meeting notification being the largest reason for their inability to convene a quorum. The City also has had difficulties recruiting citizens to fill vacant positions. Council directed staff to research options for moving forward with planning projects, including determining whether Council members could fill vacant positions.

SUBMITTED BY: Ellen Barnes, City Manager

APPROVED BY:

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE THURSDAY BEFORE THE SCHEDULED COUNCIL MEETING. LATE ITEMS WILL BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

Agenda Item

5.A.

City Recorder Use Only

Molalla Municipal Code[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 16 INTRODUCTION TO DEVELOPMENT CODE](#)[Chapter 16.20 HEARINGS BODIES AND THEIR DUTIES](#)[Article III. Planning Commission](#)**16.20.090 Purpose.**

The purpose of the Planning Commission shall be to conduct the review of the Comprehensive Plan, implement ordinances, hold hearings and make decisions and recommendations to the City Council on major plan and ordinance amendment applications as well as other such matters approved in this chapter. (Ord. 2010-15 §1; Ord. 2010-04 §1)

Molalla Municipal Code**Up****Previous****Next****Main****Search****Print****No Frames**Title 16 INTRODUCTION TO DEVELOPMENT CODEChapter 16.20 HEARINGS BODIES AND THEIR DUTIESArticle III. Planning Commission**16.20.100 Created—Composition—Compensation.**

A. There is created a City Planning Commission for the City of Molalla.

1. The Planning Commission shall consist of the following:

a. Voting Members.

i. A minimum of 3 but no more than 7 members to be appointed by the Mayor.

ii. No more than 2 voting members may be non-residents of the City. There shall be more residents of the City than non-residents sitting on the board at all times.

b. City Involvement Seats on the Planning Commission.

i. An additional 2 non-voting members on the board. Non-voting members will be afforded the privileges and rights given to voting members with the exception of voting privileges. Non-voting members shall be given priority consideration for the positions on the Planning Commission as positions become available given that they meet the criteria as set forth in subsection (A)(1)(a) of this section.

ii. Appointment of non-voting members shall occur as outlined in Section 16.20.110.

c. It is the policy of the City of Molalla that involving youth in the public-decisions-making process provides the opportunity to enhance the community's interest in this process for generations to come. Accordingly, the Planning Commission may also have up to 2 additional non-voting members of high-school age, who must live within the Molalla River School District.

i. A youth applicant must be 16 years of age or older.

ii. Meetings may go late into the evening. Students under the age of 18 shall not be allowed to go later than 9:00 p.m. on school nights, or 10:00 p.m. on nights when there is no school the following day. If staff believes the frequency of Planning Commission meetings will disrupt the student's school work or interfere with the student's school schedule, staff may request the student be absent from certain meetings. Students shall be required to provide proof that their grades are being maintained at a minimum of a "C" average.

iii. Students will be expected to participate fully in discussions.

d. Individuals interested in serving on the Planning Commission shall meet the following criteria:

i. Reside within the City of Molalla, except as otherwise provided in this section.

ii. Not more than 2 members may have the same occupation.

iii. Must be a citizen of the United States of America.

B. The composition of the Planning Commission shall meet the requirements of ORS 227.030. Commission members shall receive no compensation. (Ord. 2010-15 §1; Ord. 2010-04 §1)

Molalla Municipal Code**Up****Previous****Next****Main****Search****Print****No Frames**[Title 16 INTRODUCTION TO DEVELOPMENT CODE](#)[Chapter 16.20 HEARINGS BODIES AND THEIR DUTIES](#)[Article III. Planning Commission](#)**16.20.110 Terms of members.**

A. Each member of the Planning Commission shall be appointed to a 4-year term. Any vacancies shall be filled by the Mayor for the unexpired portion of the term.

B. Unexcused absences from 3 regular meetings may disqualify a member at which time the Planning Commission may request that the Mayor appoint a replacement. Members shall call, mail, or drop-off a letter to staff in order to be excused from regularly scheduled meetings. (Ord. 2010-15 §1; Ord. 2010-04 §1)

2009 ORS § 227.020¹

Authority to create planning commission

- (1) A city may create a planning commission for the city and provide for its organization and operations.
- (2) This section shall be liberally construed and shall include the authority to create a joint planning commission and to utilize an intergovernmental agency for planning as authorized by ORS 190.003 (Definitions for ORS 190.003 to 190.130) to 190.130 (Effect of ORS 190.125). [Amended by 1973 c.739 §1; 1975 c.767 §2]

...

(No annotations for this section.)

¹ Legislative Counsel Committee, *CHAPTER 227—City Planning and Zoning*, <http://www.leg.state.or.us/ors/227.html> (2009) (last accessed Mar. 8, 2010).

² OregonLaws.org contains the contents of Volume 21 of the ORS, inserted alongside the pertinent statutes. See the preface to the ORS Annotations for more information.

³ OregonLaws.org assembles these lists by analyzing references between Sections. Each listed item refers back to the current Section in its own text. The result reveals relationships in the code that may not have otherwise been apparent.

Currency Information

by WebLaws.org
www.oregonlaws.org

2009 ORS § 227.030¹

Membership

- (1) Not more than two members of a city planning commission may be city officers, who shall serve as ex officio nonvoting members.
- (2) A member of such a commission may be removed by the appointing authority, after hearing, for misconduct or nonperformance of duty.
- (3) Any vacancy in such a commission shall be filled by the appointing authority for the unexpired term of the predecessor in the office.
- (4) No more than two voting members of the commission may engage principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, that engages principally in the buying, selling or developing of real estate for profit. No more than two members shall be engaged in the same kind of occupation, business, trade or profession. [Amended by 1969 c.430 §1; 1973 c.739 §2; 1975 c.767 §3]

...

Atty. Gen. Opinions

Housewife as engaged in an occupation, (1975) Vol 37, p 987; four members of city planning commission engaged in retailing, (1979) Vol 40, p 46

Related Statutes³

- 195.300
Definitions for ORS 195.300 to 195.336
- 227.010
Definition for ORS 227.030 to 227.300

PLANNING COMMISSION MEMBERSHIP (February 17, 2012)

<u>Name</u>	<u>Residence</u>	<u>Voting</u>	<u>Term</u>
Jerome Beattie	outside	voting	12/31/2013
Glen Boreth	inside	voting	12/31/2013
Bill Hood	outside	voting	12/31/2012 (expressed interest in applying for another term)
Bob Trexler	inside	voting	12/31/2012 (expressed interest in applying for another term)
Grant Sharp	outside	non-voting	12/31/2015 (upon appointment by Mayor and approval of Council)
VACANT			
VACANT			

Minimum of three members, maximum of seven voting members. Maximum of 2 voting members can be voting members.
There shall be more residents of the City than non-residents sitting on the board at all times.

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Planning Commission Appointment

Staff Recommendation: Appoint Citizen to Planning Commission

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: NA

Background:

Mr. Grant Sharp is a long-time Molalla resident who is active in many aspects of the community. Mr. Sharp also has considerable knowledge and experience with contracting, building and land development.

SUBMITTED BY: Sadie Cramer, City Recorder
APPROVED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.A

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

City of Molalla

Application for Appointment to Citizen Committee



Date: Jan 11

Board/Committee of Interest: Planning Commission

Name:

Address:

State:

Zip:

Home Phone:

Work Phone:

*E-Mail:

Carol Sharp	
P.O. Box 335, Molalla	
Oregon	
97038	
971-570-6535	
"	
csharp@y2h.com	
Years of Residence Inside City	
Years of Residence in Community	104

Current or Previous

Community Affiliations or Activities:

Molalla Student Body President, Master Councilor of D.M. by
President Molalla Radio Club Association.
Master Molalla Masonic Lodge, 3 committees on Main Street
Executive Director Molalla Business Association

Please explain why you would like to serve on this committee and give any other background you might have in this area.

I have served on the Clackamas Community College Planning
committee - like my Henry and Henry counterparts, long
Range Planning Committee of Alameda Shire, coordinated
and directed many of the streets and facilities of
Molalla.

If applying for re-appointment to this Commission/Board/Committee/Task Force, please indicate what has been the key accomplishment of the group during your service.

If you could make any improvement to the Commission/Board/Committee/Task Force, what would it be?

I would like to bring a history of the community
coupled with an experienced and proven ability to
to improve the quality of Molalla's quality of
life.

*Signature or type name:

Carol Sharp

To submit electronically:

After completing the form, save it to your hard drive.

Email the completed form as an attachment to:
cityrecorder@molalla.net

Or print the completed form and mail to:

City Recorder
City of Molalla
PO Box 248
Molalla, OR 97038
Or FAX it to: 503-829-3676

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Centennial Commission Appointment

Staff Recommendation: Appoint Citizen to Centennial Commission

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: NA

Background:

Mr. Dennis Stafford is a well respected, long-time member of the Molalla community who can provide perspective on some of Molalla's history. He is an active member of the Molalla Arts Commission and is well known for his local area art. Mr. Stafford would like to see more community involvement.

SUBMITTED BY: Sadie Cramer, City Recorder
APPROVED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.B

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

City of Molalla

Application for Appointment to Citizen Committee



Date: Feb. 14 2012

Board/Committee of Interest: Centennial Committee

Name:

Address:

State

Zip

Home Phone:

Work Phone:

*E-Mail

Dennis Stafford

P.O. Box 67 20427 S Hwy 211 Colton

Oregon

97017

cell 503-866-3748

redneckart@redneckart.biz

Years of Residence Inside City

Years of Residence in Community

40

Current or Previous

Community Affiliations or Activities:

Molalla Arts Commission

Please explain why you would like to serve on this committee and give any other background you might have in this area.

I grew up in Molalla and remember when the Buckaroo was in Molalla and the town would come to life. This Centennial could be like that. I would love to see Molalla come to life like that again.

If applying for re-appointment to this Commission/Board/Committee/Task Force, please indicate what has been the key accomplishment of the group during your service.

If you could make any improvement to the Commission/Board/Committee/Task Force, what would it be?

More support, More people involvement

*Signature or type name:

Dennis Stafford "RedNeck" Artist

To submit electronically:

After completing the form, save it to your hard drive.

Email the completed form as an attachment to:
cityrecorder@molalla.net

Or print the completed form and mail to:

City Recorder
City of Molalla
PO Box 248
Molalla, OR 97038
Or FAX it to: 503-829-3676

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Approve Cost Allocation Plan

Staff Recommendation: Motion to approve proposed cost allocation plan

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: see attached cost allocation plan

Background:

Many cities use cost allocation as a method to identify and distribute indirect (administrative) costs incurred by the various funds that are not assignable to a specific task, program, project or activity. This is cost accounting whereby costs are recognized and accounted for where they occur. The proposed cost allocation plan uses FTE as the basis of distributing costs. Using a cost allocation plan, each operations fund contributes a portion to administrative, finance, and governing costs.

SUBMITTED BY: Ellen Barnes, City Manager

APPROVED BY:

ADMIN USE ONLY

Agenda Item

6.C

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

COST ALLOCATION PLAN & ANALYSIS

What is cost allocation?

Simply put, cost allocation is a method to identify and distribute indirect costs. Direct costs are costs assignable to a specific cost objective, whereas indirect costs are costs incurred for multiple cost objectives or not assignable to a specific cost objective without effort disproportionate to the benefit received.

There are many different approaches to cost allocation plans. The simplest is the FTE approach which the City will begin with. Over the next few years this process may evolve into a cost based allocation or a combination of FTE/cost.

FTE Departmental analysis:

Assumption - 3 PT employees = 1 FTE Allocation

Assumption - Most pool PT employees work less than 10 hrs per week. Ratio 4PT/1FTE

To have an appropriate FTE allocation, staff used payroll records for FY 2010, 2011, 2012. To measure FTE allocations with a fiscal year running from July - June, we took FY 2010 employee data and FY 2011 employee added them together and divided by two to get a more accurate representation of employees during the July 2010 - June 2011 and then the July 2011 - June 2012 financial data period.

Please reference graphs on page 3 & 4 for departmental percentages by fiscal year.

Administration	FY 2010	FY 2011	FY 2012
City Manager	1	1	1
City Recorder	1	1	1
Asst to City Recorder	0.5	0.5	0
Finance Director	1	1	1
Asst Finance Director	0.5	0.5	0
Municipal Judge	0.5	0.5	0.5
Court Administrator	1	1	1
Court Clerk	0.5	0.5	0
Police Chief	1	1	1
Police Sergeants	3	3	3
Police Officers	7	8	8
Asst to Chief	1	1	0
Police Clerk	1	1	1
Evidence Officer	1	1	1
Planning Director	1	1	0
Permit Technician	0.5	0.5	0.5
Total FTE Administration	21.5	22.5	19

Library	FY 2010	FY 2011	FY 2012
Librarian	1	1	1
Asst Librarian	1	1	1
FT Staff	2	1	1
PT Staff	11	11	10
Total FTE Library	7.66	6.66	6.33

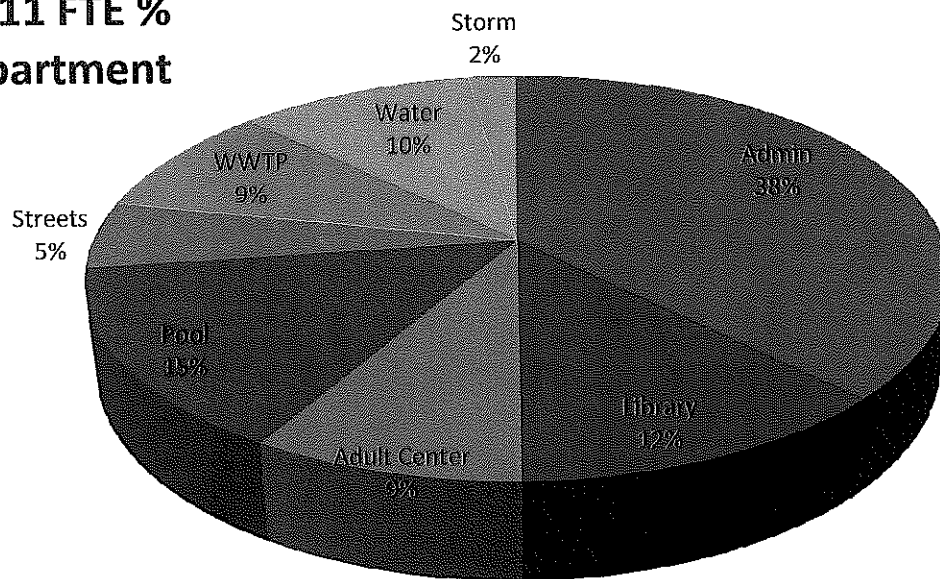
Adult Center	FY 2010	FY 2011	FY 2012
Director	1	1	1
Nutrition Manager	1	1	1
Client Service	1	1	1
PT Staff	6	6	6
Total FTE Adult Center	5	5	5

Aquatic Center	FY 2010	FY 2011	FY 2012
Aquatic Director	1	1	1
PT Staff	30	30	28
Total FTE Aquatic Center	8.5	8.5	8

Public Works	FY 2010	FY 2011	FY 2012
<i>Streets:</i>			
Public Works Director	0.4	0.4	0.4
Foreman	0.37	0.37	0.37
PW Assistant	0.25	0.25	0.25
Crew	1.85	1.85	1.85
Code Enforcement	0.25	0.25	0.25
<i>WWTP:</i>			
Public Works Director	0.1	0.1	0.1
Operator	1	1	1
Lab Tech	1	1	1
Asst Operator	1	1	1
Foreman	0.1	0.1	0.1
PW Assistant	0.25	0.25	0.25
Crew	0.65	0.65	0.65
PT Staff	0.75	0.75	0
UB Clerk	0.4	0.4	0
<i>Water:</i>			
Public Works Director	0.4	0.4	0.4
Operator	1	1	1
Asst Operator	1	1	1
PW Assistant	0.25	0.25	0.25
Foreman	0.43	0.43	0.43
Crew	2.4	2.4	2.4
UB Clerk	0.4	0.4	0
Code Enforcement	0.25	0.25	0.25
<i>Storm Water:</i>			
Public Works Director	0.1	0.1	0.1
PW Assistant	0.25	0.25	0.25
Foreman	0.1	0.1	0.1
Crew	0.6	0.6	0.6
UB Clerk	0.2	0.2	0
Total FTE Public Works	15.75	15.75	14
Total FTE Employees	58.41	58.41	52.33

IF a cost allocation had been in place last fiscal year (10/11), this is what it would look like.

FY 10/11 FTE % by Department



Fiscal Year 2010/2011 Allocatable Expenses

Personnel Services	\$	414,986.42
Power	\$	16,000.71
Phone	\$	20,245.58
73% Operations	\$	78,840.37
Building Maintenance	\$	12,070.36
Training / Conference	\$	20,388.73
Dues & Memberships	\$	9,511.98
Printing/Publications	\$	4,897.45
Professional Services	\$	15,865.20
Insurance	\$	5,047.95
Miscellaneous	\$	(2,235.22)
Custodian	\$	10,623.00
Custodian Supplies	\$	4,069.52
Office Supplies	\$	6,510.61
City Attorney	\$	9,017.03
Audit	\$	17,390.00
Council Broadcast	\$	3,350.00
Council Meetings	\$	9,200.00

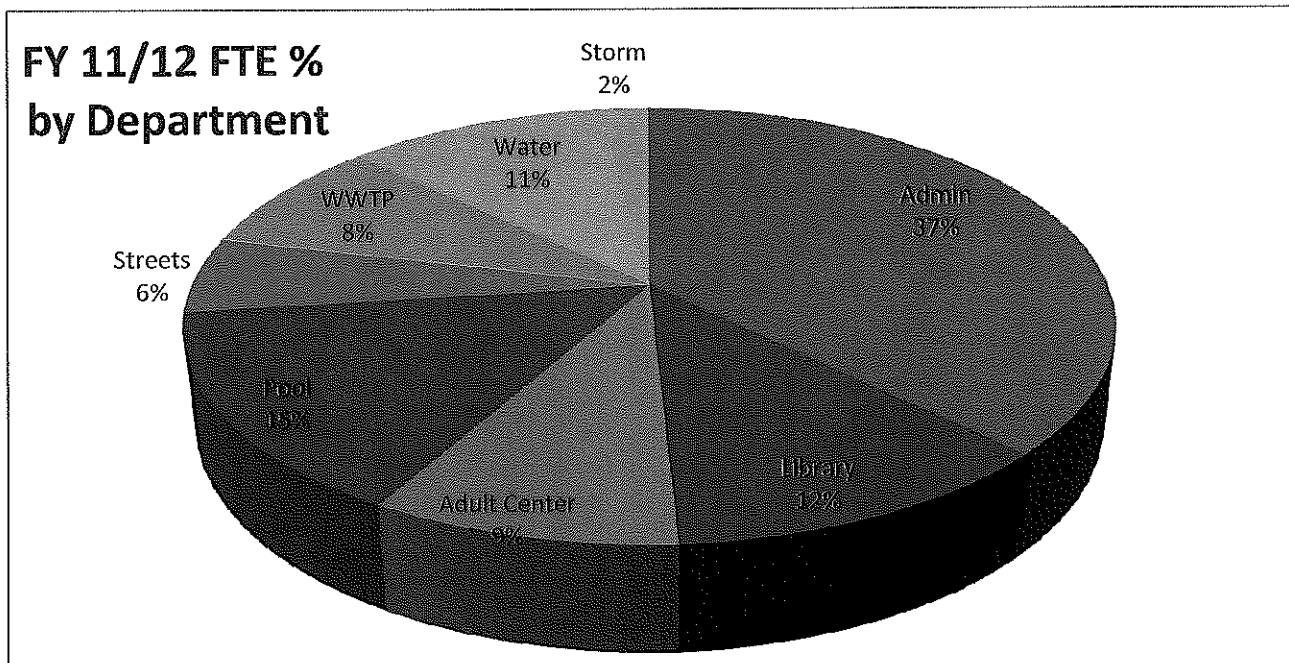
Not a full 100% allocation is appropriate as some of these expenditures are for pass through items

The Adult Center and Aquatic Center would either:
 A) Receive the full budgeted transfer and then transfer back the cost allocation appropriation as an expenditure.
 OR
 B) The transfer amount would be budgeted included the projected allocation as a reduction.

Total \$ **655,779.69**

Adult Center	9% of Total	\$	59,020.17	<i>Paid \$3,673.44</i>
Library	12% of Total	\$	78,693.56	<i>Paid \$8,819.02</i>
Aquatic Center	15% of Total	\$	98,366.95	
Streets	5% of Total	\$	32,788.98	
Water	10% of Total	\$	65,577.97	<i>Paid \$15,000.00</i>
WWTP	9% of Total	\$	59,020.17	<i>Paid \$15,000.00</i>
Storm	2% of Total	\$	13,115.59	
		\$	406,583.40	

IF a cost allocation is put in motion THIS fiscal year (11/12)



Fiscal Year 2011/2012 Allocatable Expenses

	Budget	Projected Actuals
Personnel Services	\$ 385,208.00	\$ 405,056.94
Power	\$ 15,000.00	\$ 11,654.61
Phone	\$ 22,000.00	\$ 19,383.01
73% Operations	\$ 102,200.00	\$ 94,720.72
Building Maintenance	\$ 10,000.00	\$ 9,199.35
Training / Conference	\$ 6,000.00	\$ 5,080.07
Dues & Memberships	\$ 9,000.00	\$ 10,493.29
Printing/Publications	\$ 1,500.00	\$ 9,063.37
Professional Services	\$ 25,000.00	\$ 16,493.20
Insurance	\$ 5,200.00	\$ 7,237.41
Miscellaneous	\$ 500.00	\$ -
Custodian	\$ 11,000.00	\$ 4,133.00
Custodian Supplies	\$ 2,400.00	\$ 5,421.99
Office Supplies	\$ 6,000.00	\$ 6,200.18
City Attorney	\$ 30,000.00	\$ 36,211.20
Audit	\$ 15,000.00	\$ 15,000.00
Council Broadcast	\$ 5,000.00	\$ 3,450.00
Council Meetings	\$ 8,700.00	\$ 10,281.00
	\$ 659,708.00	\$ 669,079.34

	Budget Allocation	Actual Allocation	Paid This FY
Adult Center - 9%	\$ 59,373.72	\$ 60,217.14	\$ 3,772.68
Library - 12%	\$ 79,164.96	\$ 80,289.52	\$ 9,144.12
Aquatic Center - 15%	\$ 98,956.20	\$ 100,361.90	\$ -
Streets - 6%	\$ 39,582.48	\$ 40,144.76	\$ -
Water - 11%	\$ 72,567.88	\$ 73,598.73	\$ 15,000.00
WWTP - 8%	\$ 52,776.64	\$ 53,526.35	\$ 15,000.00
Storm - 2%	\$ 13,194.16	\$ 13,381.59	\$ -
	\$ 415,616.04	\$ 421,519.98	

What this means specifically to each department:

- Adult Center: The adult center will transfer \$55,601.04 (cost allocation based on budget valuation) to the general fund THIS fiscal year.
- ** The adult center was budgeted with a beginning fund balance of \$0 and actually had a beginning balance of \$65, 229.75. The transfer can be made with the unappropriated ending fund balance and not disrupt the active budget for this fiscal year.
- ** Next years budget numbers will NOT include a calculation for the finance director, that will be in the allocation plan.
-
- Aquatic Center: The Aquatic Center will need to transfer \$98,956.20 back to the general fund.
- The Aquatic Center had a budgeted beginning fund balance of \$45,000 and it was actually \$117,756.91. The difference is \$72,756.91. Approximately \$45k of this has been used for the pool heater. Leaving \$27,756.91 available.
- Forecast with Melissa for remaining \$70K.
-
- Library: Library had a projected ending fund balance of \$200,000, it was actually \$576,435.11. The needed transfer of \$70,020.84 can be made out of unappropriated ending fund balance and not impact current library service levels.
- ** Next years budget numbers will NOT include a calculation for the finance director or City Manager, it will be in the cost allocation plan
-
- Public Works: Streets - Will need to transfer \$39,582.48. We will need to negotiate the allocation of PGE franchise disbursement.
- Water - Will need to transfer \$57,567.88.
- Sewer - Will need to transfer \$37,776.64
- Storm - Will need to transfer \$13194.16
- These are not loans. These are cost allocations for administrative expenditures on behalf of these funds.

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Discuss Contracting Law Enforcement Services with Clackamas County

Staff Recommendation: Discussion and direction to staff

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: Possible cost reductions of approximately \$601,031 (with reduced staffing model) or approximately \$12,294 or a cost increase of approximately \$82,033 with the models presented by the Sheriff's Office.
Calculations do not include impacts to city insurance premiums.

Background:

In looking at ways to reduce city expenses without eliminating services, Council requested staff research and report on possible costs and a scope of services to contract out law enforcement services with Clackamas County Sheriff's Office.

SUBMITTED BY: Ellen Barnes, City Manager

APPROVED BY:

ADMIN USE ONLY

Agenda Item

6.D

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

Flex Model with 5.25 Deputies, 1 Sergeant and CSO

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Days								
	Deputy	x	x	x	x	x	x	x
	CSO		x	x	x	x		
Swing								
	Deputy	x	x	x	x	x	x	x
Grave								
	Deputy	x	x	x	x	x	x	x
Sergeant	12-2400		x	x	x	x		

Flex and City Models With 7 Deputies, Traffic Unit, Sergeant, Detective and CSO

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Days								
	Deputy	x	x	x	x	x	x	x
	Det		x	x	x	x		
	CSO		x	x	x	x		
	Traffic		x	x	x	x		
Swing								
	Deputy	x	x	x	x	x	x	x
	Deputy	x	x	x	x	x	x	x
Grave								
	Deputy	x	x	x	x	x	x	x
Sergeant	12-2400		x	x	x	x		

Molalla - draft

Exhibit B

Proposed, Revised, or Adopted Cost Book: Proposed
Dedicated or Flex Model: Flex Model
Draft or Final: Draft
Date: 15-Feb-12

Dedicated Police Services	Units	Salary	Benefits	Other	Total Cost	FTEs
Sworn						
Police Chief (Lieutenant)	0.25	\$ 102,798.02	\$ 65,790.73	\$ 12,365.94	\$ 45,238.67	0.25
Sergeant	1.00	\$ 81,156.00	\$ 51,939.84	\$ 4,026.84	\$ 137,122.68	1.00
Detective	0.00	\$ 74,496.00	\$ 47,677.44	\$ 4,000.44	\$ -	0.00
Patrol Deputy	5.25	\$ 63,501.28	\$ 40,640.82	\$ 3,320.65	\$ 564,179.43	5.25
Traffic Enforcement Deputy	0.00	\$ 63,501.28	\$ 40,640.82	\$ 6,495.72	\$ -	0.00
Non-Sworn						
Community Service Officer	1.00	\$ 47,250.57	\$ 30,240.37	\$ 2,250.02	\$ 79,740.96	1.00
Overtime	7.25			\$ 10,000.00	\$ 72,500.00	7.25
Cost of Dedicated Personnel, Subject to Reconciliation					\$ 898,781.74	7.50

Fuel and Vehicle Maintenance	Units	Fuel	Maintenance		
Patrol Vehicle	6.25	\$ 3,850.00	\$ 4,800.00	\$ 54,062.50	6.25
Patrol Vehicle (4x4)		\$ 3,850.00	\$ 6,100.00	\$ -	0.00
Patrol Vehicle (Traffic Unit)	0.00	\$ 770.00	\$ 960.00	\$ -	0.00
Unmarked Vehicle	0.25	\$ 900.00	\$ 1,975.00	\$ 718.75	0.25
Motorcycle	0.00	\$ 2,323.00	\$ 3,830.00	\$ -	0.00
Cost of Fuel and Vehicle Maintenance, Subject to Reconciliation				\$ 54,781.25	6.50

Quartermaster and Vehicle Cost	Units	Expense				
Uniform, Equipment, and Supplies (Quartermaster)						
Deputy/Sergeant	6.25	\$	2,006.83	\$	12,542.66	6.25
Traffic Enforcement Deputy	0.00	\$	3,336.14	\$	-	0.00
Detective	0.00	\$	1,618.84	\$	-	0.00
Non-Sworn	0.00	\$	383.98	\$	-	0.00
Lieutenant	0.25	\$	2,068.47	\$	517.12	0.25
Vehicles						
Patrol Vehicle	6.25	\$	6,601.50	\$	41,259.38	6.25
Patrol Vehicle (4x4)	0.00	\$	7,125.33	\$	-	0.00
Patrol Vehicle (Traffic Unit)	0.00	\$	1,320.30	\$	-	0.00
Unmarked Vehicle	0.25	\$	4,435.33	\$	1,108.83	0.25
Motorcycle	0.00	\$	8,935.47	\$	-	0.00
Optional Items						
Cellular Phones		\$	367.36	\$	-	0.00
Subtotal, Quartermaster and Vehicle Cost				\$	55,427.98	

Additional Police Services				
Communications/Dispatch			\$ 99,832.26	
Detectives			\$ 82,473.10	
Records	<input type="checkbox"/>	"X" IF City has E-Ticketing - (3% reduction)	\$ 66,135.15	
Subtotal, Additional Police Services			\$ 248,440.50	

Police Support Services				
Admin Overhead			\$ 134,153.04	
Data			\$ 22,724.76	
Support Services			\$ 27,090.23	
Subtotal, Police Support Services			\$ 183,968.02	

Additional Credits and Charges				
Reconciliation (Credit) or Balance Due				
Subtotal, Additional Credits and Charges			\$ -	

TOTAL POLICE SERVICES CONTRACT COST **\$ 1,441,399.50**

Molalla - draft

Exhibit B

Proposed, Revised, or Adopted Cost Book: Proposed
Dedicated or Flex Model: Flex Model
Draft or Final: Draft
Date: 15-Feb-12

Dedicated Police Services	Units	Salary	Benefits	Other	Total Cost	FTEs
Sworn						
Police Chief (Lieutenant)	0.25	\$ 102,798.02	\$ 65,790.73	\$ 12,365.94	\$ 45,238.67	0.25
Sergeant	1.00	\$ 81,156.00	\$ 51,939.84	\$ 4,026.84	\$ 137,122.68	1.00
Detective	1.00	\$ 74,496.00	\$ 47,677.44	\$ 4,000.44	\$ 126,173.88	1.00
Patrol Deputy	7.00	\$ 63,501.28	\$ 40,640.82	\$ 3,320.65	\$ 752,239.24	7.00
Traffic Enforcement Deputy	1.00	\$ 63,501.28	\$ 40,640.82	\$ 6,495.72	\$ 110,637.81	1.00
Non-Sworn						
Community Service Officer	1.00	\$ 47,250.57	\$ 30,240.37	\$ 2,250.02	\$ 79,740.96	1.00
Overtime	11.00			\$ 10,000.00	\$ 110,000.00	11.00
Cost of Dedicated Personnel, Subject to Reconciliation					\$ 1,361,153.24	11.25
Fuel and Vehicle Maintenance	Units		Fuel	Maintenance		
Patrol Vehicle	9.00		\$ 3,850.00	\$ 4,800.00	\$ 77,850.00	9.00
Patrol Vehicle (4x4)			\$ 3,850.00	\$ 6,100.00	\$ -	0.00
Patrol Vehicle (Traffic Unit)	0.00		\$ 770.00	\$ 960.00	\$ -	0.00
Unmarked Vehicle	1.25		\$ 900.00	\$ 1,975.00	\$ 3,593.75	1.25
Motorcycle	0.00		\$ 2,323.00	\$ 3,830.00	\$ -	0.00
Cost of Fuel and Vehicle Maintenance, Subject to Reconciliation					\$ 81,443.75	10.25
Quartermaster and Vehicle Cost	Units			Expense		
Uniform, Equipment, and Supplies (Quartermaster)						
Deputy/Sergeant	8.00			\$ 2,006.83	\$ 16,054.60	8.00
Traffic Enforcement Deputy	1.00			\$ 3,336.14	\$ 3,336.14	1.00
Detective	1.00			\$ 1,618.84	\$ 1,618.84	1.00
Non-Sworn	1.00			\$ 383.98	\$ 383.98	1.00
Lieutenant	0.25			\$ 2,068.47	\$ 517.12	0.25
Vehicles						
Patrol Vehicle	9.00			\$ 6,601.50	\$ 59,413.50	9.00
Patrol Vehicle (4x4)	0.00			\$ 7,125.33	\$ -	0.00
Patrol Vehicle (Traffic Unit)	0.00			\$ 1,320.30	\$ -	0.00
Unmarked Vehicle	1.25			\$ 4,435.33	\$ 5,544.17	1.25
Motorcycle	0.00			\$ 8,935.47	\$ -	0.00
Optional Items						
Cellular Phones				\$ 367.36	\$ -	0.00
Subtotal, Quartermaster and Vehicle Cost					\$ 86,868.34	
Additional Police Services						
Communications/Dispatch					\$ 99,832.26	
Detectives					\$ 58,751.29	
Records					\$ 66,135.15	
<input type="checkbox"/> "X" IF City has E-Ticketing - (3% reduction)						
Subtotal, Additional Police Services					\$ 224,718.69	
Police Support Services						
Admin Overhead					\$ 201,229.55	
Data					\$ 34,087.14	
Support Services					\$ 40,635.34	
Subtotal, Police Support Services					\$ 275,952.04	
Additional Credits and Charges						
Reconciliation (Credit) or Balance Due					\$ -	
Subtotal, Additional Credits and Charges					\$ -	
TOTAL POLICE SERVICES CONTRACT COST					\$ 2,030,136.06	

Molalla - draft

Exhibit B

Proposed, Revised, or Adopted Cost Book: Proposed
Dedicated or Flex Model: City Model
Draft or Final: Draft
Date: 15-Feb-12

Dedicated Police Services	Units	Salary	Benefits	Other	Total Cost	FTEs
Sworn						
Police Chief (Lieutenant)	0.25	\$ 102,798.02	\$ 65,790.73	\$ 12,365.94	\$ 45,238.67	0.25
Sergeant	1.00	\$ 81,156.00	\$ 51,939.84	\$ 4,026.84	\$ 137,122.68	1.00
Detective	1.00	\$ 74,496.00	\$ 47,677.44	\$ 4,000.44	\$ 126,173.88	1.00
Patrol Deputy	7.00	\$ 63,501.28	\$ 40,640.82	\$ 3,320.65	\$ 752,239.24	7.00
Traffic Enforcement Deputy	1.00	\$ 63,501.28	\$ 40,640.82	\$ 6,495.72	\$ 110,637.81	1.00
Non-Sworn						
Community Service Officer	1.00	\$ 47,250.57	\$ 30,240.37	\$ 2,250.02	\$ 79,740.96	1.00
Overtime	11.00			\$ 18,755.56	\$ 206,311.20	11.00
Cost of Dedicated Personnel, Subject to Reconciliation					\$ 1,457,464.44	11.25

Fuel and Vehicle Maintenance	Units	Fuel	Maintenance		
Patrol Vehicle	9.00	\$ 3,850.00	\$ 4,800.00	\$ 77,850.00	9.00
Patrol Vehicle (4x4)		\$ 3,850.00	\$ 6,100.00	\$ -	0.00
Patrol Vehicle (Traffic Unit)	0.00	\$ 770.00	\$ 960.00	\$ -	0.00
Unmarked Vehicle	1.25	\$ 900.00	\$ 1,975.00	\$ 3,593.75	1.25
Motorcycle	0.00	\$ 2,323.00	\$ 3,830.00	\$ -	0.00
Cost of Fuel and Vehicle Maintenance, Subject to Reconciliation				\$ 81,443.75	10.25

Quartermaster and Vehicle Cost	Units	Expense		
Uniform, Equipment, and Supplies (Quartermaster)				
Deputy/Sergeant	8.00	\$ 2,006.83	\$ 16,054.60	8.00
Traffic Enforcement Deputy	1.00	\$ 3,336.14	\$ 3,336.14	1.00
Detective	1.00	\$ 1,618.84	\$ 1,618.84	1.00
Non-Sworn	1.00	\$ 383.98	\$ 383.98	1.00
Lieutenant	0.25	\$ 2,068.47	\$ 517.12	0.25
Vehicles				
Patrol Vehicle	9.00	\$ 6,601.50	\$ 59,413.50	9.00
Patrol Vehicle (4x4)	0.00	\$ 7,125.33	\$ -	0.00
Patrol Vehicle (Traffic Unit)	0.00	\$ 1,320.30	\$ -	0.00
Unmarked Vehicle	1.25	\$ 4,435.33	\$ 5,544.17	1.25
Motorcycle	0.00	\$ 8,935.47	\$ -	0.00
Optional Items				
Cellular Phones		\$ 367.36	\$ -	0.00
Subtotal, Quartermaster and Vehicle Cost			\$ 86,868.34	

Additional Police Services			
Communications/Dispatch		\$ 99,832.26	
Detectives		\$ 58,751.29	
Records	<input checked="" type="checkbox"/> "X" IF City has E-Ticketing - (3% reduction)	\$ 64,151.09	
Subtotal, Additional Police Services		\$ 222,734.64	

Police Support Services		
Admin Overhead		\$ 201,229.55
Data		\$ 34,087.14
Support Services		\$ 40,635.34
Subtotal, Police Support Services		\$ 275,952.04

Additional Credits and Charges		
Reconciliation (Credit) or Balance Due		
Subtotal, Additional Credits and Charges		\$ -

TOTAL POLICE SERVICES CONTRACT COST **\$ 2,124,463.20**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY ON AND THE CITY OF HAPPY VALLEY
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this day by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") on behalf of the Clackamas County Sheriff's Office (herein referred to as "CCSO") and the CITY OF HAPPY VALLEY, a municipal corporation of the State of Oregon (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

WHEREAS, CITY desires to contract with the COUNTY for the provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS, the COUNTY, through CCSO has the resources to provide law enforcement services to the CITY; and

WHEREAS, the parties are authorized to enter into such agreements pursuant to chapter 190 of the Oregon Revised Statutes; and

WHEREAS, CCSO and CITY have established service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive and professional law enforcement services while permitting CITY to retain a high level of local service and decision-making in the provision of law enforcement services and agree to the following:

CITY will have the flexibility to determine the level and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;

CITY, if eligible under this Agreement, shall have the ability to have city police uniforms and markings for police vehicles assigned to the CITY, as outlined in this Agreement;

CCSO employees will work cooperatively with CITY organizations to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;

CCSO will provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

CCSO will maintain equity in the provision of law enforcement services to CITY and unincorporated Clackamas County residents.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

1. Definitions and Terms. Capitalized terms found in this Agreement shall have the meaning defined in Exhibit D of this Agreement. Otherwise terms not so defined will have their plain meaning.
2. Law Enforcement Services. The COUNTY will make available to the CITY any of the law enforcement services listed in the Clackamas County Sheriff's Services "Cost Book" (Exhibit A),

which is incorporated herein by reference.

- 2.1. Enforcement Services. Enforcement services consist of law enforcement and other related services provided by personnel assigned to a police agency primarily for the benefit of the geographic areas within the boundaries of the CITY except as may be modified by Section 3 of this Agreement. For purposes of this Agreement, enforcement services shall be required unless labeled "Optional" in Exhibit A. Enforcement services may include:
 - 2.1.1. Reactive patrol to enforce state law and CITY-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
 - 2.1.2. Proactive patrol to prevent and deter criminal activity;
 - 2.1.3. Traffic patrol to enforce applicable traffic codes;
 - 2.1.4. Community service officers and crime prevention personnel;
 - 2.1.5. Command and support staff.
 - 2.2. Additional Police Services. Additional police services include support for personnel assigned to CITY or specialized personnel not covered under Section 2.1. For purposes of this Agreement, additional police services shall be required unless labeled "Optional" in Exhibit A. Additional police services may include:
 - 2.2.1. Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These services are generally supported by crime scene analysis, crime laboratory, identification, and evidence control.
 - 2.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
 - 2.2.3. Communications services, including call receiving, dispatch, and reports.
 - 2.3. Police Support Services. Police support services are administrative services that may include legal advisor, planning and statistics, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, professional standards unit, and other services provided by other county agencies in support of the CCSO. Such services do not include legal services of the Clackamas County District Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
 - 2.3.1. For purposes of this Agreement, police support services shall be required, except as otherwise noted in Exhibit A.
3. City Department and Flexible Services Models. Law enforcement services provided to the CITY under this agreement shall be available to the CITY under a City Department Model or a Flexible Services Model, provided that the CITY must select which model and any Optional Services desired as listed in Cost Book Exhibit A.
 - 3.1. City Department Model. The City Department Model operates under the philosophy of a municipal police department as to appearance and use of overtime to replace absences from the CITY. This model shall be used if CITY population is over 10,000, if CITY contracts for more than 5 Full-Time Equivalent (FTE) staff (excluding full-time supervisors and/or managers), or by choice if CITY does not otherwise meet population or FTE requirements.

- 3.1.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
 - 3.1.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
 - 3.1.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or designee, to minimize the impact of potential vacancies.
 - 3.1.4. The City Department Model will include a manager designated as the Chief of Police.
 - 3.1.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
 - 3.1.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit A.
-
- 3.1.7. The City Department Model provides the option of city identification as outlined in Section 7.11.
- 3.2. Flexible Services Model. The Flexible Services Model operates under the philosophy of a CCSO patrol district encompassing the geographic areas within the boundaries of the CITY. In the event of a temporary absence, including but not limited to sick time or court appearances, the district position will remain unfilled and calls for service will be handled by the adjoining CCSO district car in accordance with CCSO practice and procedures. This model shall be used if CITY population is under 10,000 and CITY contracts for 5 or fewer FTE staff (excluding full-time supervisors and/or managers) unless CITY selects the City Department Model.
 - 3.2.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
 - 3.2.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
 - 3.2.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or designee, to minimize the impact of potential vacancies.
 - 3.2.4. The Flexible Services Model will include a manager assigned part-time designated as

the Chief of Police.

- 3.2.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
- 3.2.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit A.
- 3.2.7. The Flexible Services Model does not provide the option of city identification as outlined in Section 7.11.

4. City Law Enforcement Services.

- 4.1. 2009 City Law Enforcement Services. Beginning July 1, 2009, the COUNTY agrees to provide to the CITY the level, degree and type of "enforcement service", "additional police service" and "police support service" in accordance with Exhibit B.
- 4.2. Revisions to City Law Enforcement Services. In 2010 and thereafter, revisions to CITY law enforcement services shall be made in accordance with Section 5.7.

5. Compensation.

- 5.1. Development of Service Costs. The COUNTY shall develop service costs for each Enforcement Service, Additional Police Service, and Police Support Service provided by the CCSO.

 - 5.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.
 - 5.1.2. Service costs shall not include the cost of services for Sheriff's activities required by state law, provided only within unincorporated Clackamas County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the COUNTY. For the purpose of this agreement, such services and their associated administrative costs shall be considered non-chargeable.
 - 5.1.3. Service costs shall be based on the actual CCSO budget which reflects the deduction of revenues as listed in Exhibit A.
- 5.2. Development of Unit Costs. The COUNTY shall develop Unit Costs for each Enforcement Service and Additional Police Service based on costs associated with Full-Time Equivalent (FTE) personnel performing services to CITY under this Agreement. Unit costs are listed in Exhibit B.
- 5.3. Calculation of CITY's Estimated Agreement Amount. Service costs and Unit Costs shall be the basis for calculating the CITY's Estimated Agreement Amount for services. The CITY shall be charged for services on the basis of FTE's (full-time equivalents), workload billing factors, or direct pass-through of expenses as outlined in Exhibit A.
- 5.4. CITY's Estimated Agreement Amount. The CITY's Estimated Agreement Amount for services for fiscal year 2009-10 is represented in Exhibit B. The COUNTY agrees to revise the estimated amount annually as provided in Section 5.7.

- 5.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the CITY will be reflected as adjustments in the current year Final Exhibit B and billed on the monthly billings as outlined in Section 5.6 beginning on the next month's invoice.
- 5.6. Billing. The estimated agreement amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the COUNTY. In the event the CITY fails to make a monthly payment within 30 days of billing, the COUNTY may charge an interest rate of one-half percent (.5%) per month.
- 5.6.1. If the CITY and COUNTY are in disagreement over a portion of the bill, the CITY can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 24.3 for resolution of Agreement dispute issues.
- 5.6.2. The COUNTY will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in Section 12.5 so long as the CITY follows the process outlined in Section 5.6.1 and pays the non-disputed portion of the bill within 30 days of billing.
- 5.7. Future Revisions to City Law Enforcement Services and Agreement Amount.
- 5.7.1. Beginning annually in 2010, by April 1, or the first working day thereafter, the COUNTY shall provide the CITY with an estimate of the Unit Costs for the next fiscal year and service data in the form of a "Revised" Exhibit A and an Estimated Agreement Amount for the same level of service for the next fiscal year in the form of a "Proposed" Exhibit B labeled "Draft". If the CITY accepts Exhibit B as proposed, the CITY shall notify COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.
- 5.7.2. By April 15, or the first working day thereafter, the CITY shall notify the COUNTY of any changes in service or model for the next fiscal year. By May 5, or the first working day thereafter, the COUNTY shall provide the CITY with a revised estimated agreement amount in the form of a "Revised" Exhibit B labeled "Draft" based on the changes in service requested by the CITY. If the CITY accepts the Revised Exhibit B, the CITY shall notify the COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.
- 5.7.3. When COUNTY and CITY agree the "Proposed" or "Revised" Exhibit B reflects the level of services and model to be provided by the COUNTY to the CITY for the next fiscal year, COUNTY will provide CITY a "Proposed" or "Revised" Exhibit B labeled "Final" for signature. Once a signed copy is received by COUNTY, it shall also sign and provide a signed copy to CITY.
- 5.7.4. Recognizing the importance of labor-relations practices and agreements, as well as the cost of personnel, in the event that CITY changes in service or model will reduce personnel assigned to CITY, both parties agree to communicate anticipated reductions as soon as first contemplated to assist in ensuring stability of the workforce and planning respective budgets.
- 5.7.4.1. If the COUNTY can immediately absorb the reduction in personnel there shall be no costs associated in meeting personnel reductions to the CITY.
- 5.7.4.2. In the event the COUNTY can not immediately absorb the reduction in personnel both parties shall meet to discuss timing and costs associated in

meeting personnel reductions.

- 5.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items listed in Exhibit B: quartermaster and vehicle cost, Additional Police Services, and Police Support Services, except for vehicle maintenance and fuel. The annual growth in the sum of these costs shall not exceed 8%. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, direct pass-through (i.e. Dispatch/Communications) and allocated expenses, recommendations of the Oversight Committee that have a fiscal impact and are approved by the COUNTY, or any other costs determined by the full Oversight Committee (See, this Agreement, section 25) to be beyond the COUNTY's control, shall not be subject to this cap.
- 5.9. Application. The CITY hereby agrees to pay for Discretionary Overtime expenses separately as provided in Section 5.11. Only Dedicated police and Dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.
- 5.9.1. The CITY agrees to pay for actual overtime, salary, special pay, benefit, vehicle maintenance, and fuel costs.
- 5.9.2. If the CITY has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the remainder of the fiscal year following Reconciliation as provided in Section 5.10. The CITY is responsible for paying the overage that does not exceed five percent in the month following Reconciliation.
- 5.9.3. Both parties acknowledge that certain employment leaves of absence are protected by law, as well as the effect of extended leaves on an organization. In the event a protracted leave (30 days or longer) is known in advance (i.e. advance notice of military leave), CCSO shall make every effort to replace the personnel with as little impact as possible to the CITY by the 30th day of the leave. In the event a protracted leave is not known in advance, the parties shall work to replace the personnel by the 30th day of the leave.
- 5.9.4. In the event a deputy assigned to the CITY becomes injured or is subject to an extended leave due to an overtime shift working expressly for the COUNTY, the CITY shall only be responsible for straight-time salary to replace that person within the CITY until their return. Discretionary Overtime associated with that position shall still be the responsibility of CITY.
- 5.9.5. Upon termination of this Agreement between the CITY and the COUNTY, the CITY is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 5.10. Reconciliation. Annual adjustments for the prior fiscal year will be made on September 1st, or the first working day thereafter, of each year in such a way that if the CITY has a positive balance at the end of the prior fiscal year, a credit will be awarded toward the current fiscal year costs to be reflected in the month following Reconciliation. If the CITY has a negative balance and money is owed the amount due will be invoiced to the CITY except as provided in Section 5.9.2.

- 5.10.1. Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay, benefits, vehicle maintenance, and fuel of the CITY and reconciling that figure to the CITY's budgeted amount and sums paid.
- 5.11. Discretionary Overtime. It is the intent of the CITY and the CCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.
- 5.11.1. If the CITY requests and utilizes CCSO deputies on overtime for special events within the CITY, the actual deputy overtime expenditure will be billed to the CITY following the event. This billing will occur with the standard monthly billing, in accordance with Section 5.6. Examples include, but are not limited to, park patrol, parades, and community events.
- 5.11.2. If the CITY experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the CITY Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.
- 5.11.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the CITY will be responsible for the direct overtime expense, less any mutual aid provided. Examples of disasters may include, but are not limited to, flooding, windstorms, and sink holes.
- 5.11.4. The CCSO provides dignitary protection, when requested by the dignitary's security detail, when the dignitary arrives in the COUNTY and assists in escorting the dignitary to the CITY. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or CCSO, then the CITY is not responsible for expenses related to that detail. In the event a dignitary requiring federal, state, or local protection visits the CITY, CITY expense will be confined to meeting the CITY's established level of service for the dignitary visit, in the determination of overtime. Examples of dignitary protection services by CITY may include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries. The CITY Manager, or designee, in consultation with the CITY Police Chief, will establish the level of service to be provided.
- 5.11.5. The CCSO is a full-service agency and has a number of specialized services and programs including Investigations Division, Special Weapons and Tactics (SWAT), Hostage Negotiations (HNT), Crime Reconstruction and Forensics Team (CRAFT) and many others. CCSO will not charge CITY for usual and customary specialized services. However, for such services, both parties agree to meet and mutually agree upon payment for the cost incurred as a result of an extended callout (i.e. one that spans more than one operational period) or major event.
- 5.11.6. Billing Process. The CITY Police Chief will ensure the proper accumulation and coding all special event overtime forms.

6. Decisions and Policy-Making Authorities. The COUNTY will provide the services identified in Exhibit B in accordance with the following:
 - 6.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the COUNTY to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C, "Roles and Responsibilities of Contract Service Personnel" (Exhibit C), attached hereto and incorporated by this reference.
 - 6.2. CITY Police Chief. The CITY may designate a CCSO Lieutenant assigned to the CITY to act in the capacity of the police chief in accordance with Section 7.14.
7. Special Provisions.
 - 7.1. Use of Non-Sworn Personnel. To ensure efficiency and the best use of public funds, the CITY and the COUNTY intend to increase the use of non-sworn personnel wherever appropriate. The parties agree that such use must be consistent with the language and spirit of the Collective Bargaining Agreement negotiated by the COUNTY with the Clackamas County Peace Officers' Association (CCPOA).
 - 7.2. CITY Purchases. The CITY shall supply at its own cost and expense any special supplies, stationery, notices, and forms where such must be issued in the name of the CITY. If the forms are specific to the police department, they shall include language similar to "In partnership with the Clackamas County Sheriff's Office" where the CITY's police department is named. ~~The COUNTY shall provide supplies and equipment routinely provided to its~~ deputies. When the CITY purchases or leases any equipment for use of CCSO personnel assigned to the CITY, prior written approval is necessary from the COUNTY to ensure the equipment can be integrated into applicable COUNTY systems. Routine supplies and equipment include, but are not limited to, paper, staplers, paperclips, and shared desktop computers. The COUNTY will not approve items it can provide at an equal or lower cost or that are not standard issue.
 - 7.2.1. Technology or Specialized Equipment. The CCSO agrees to provide deputies who are trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data computers (MDCs), computer access to criminal history data and other like data, and other current technology utilized within law enforcement. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by the CITY, and the COUNTY and the CITY agree to meet and confer over the need for acquisition, training, or use. The final decision shall be that of the Sheriff, and the CITY shall be responsible for the cost of adding technology or specialized equipment not currently in use or customarily provided to patrol deputies, which is requested by the CITY and approved by the COUNTY. The COUNTY shall obtain and maintain the equipment and the expenses shall be passed-through on the CITY's regular monthly billing.
 - 7.3. Charges for Optional Services. To the extent the CITY does not select one or more services designated as optional, the COUNTY will not charge the CITY for those services. In the event that any Optional Services are recommended by the CITY's Police Chief or his/her designee with the appropriate authority, the CITY agrees to meet with the Sheriff or his/her designee to discuss the scope of the project and costs, to arrive at a separate written agreement for delivery of those services. If the Optional Service is for the remainder of the fiscal year, cost

and billing shall be considered a mid-year adjustment as identified in Section 5.5.

- 7.4. CITY Police Facility. Office space shall be provided within two years of initial services provided under this Agreement at a location acceptable to both CCSO and CITY and office equipment such as a phone and copy machine will be provided as the CITY deems necessary for the assigned deputies. A CITY may purchase or lease its own facility and provide for the operation and maintenance of the facility. The facility must meet or exceed all applicable city, county, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned CCSO personnel as well as provide the necessary infrastructure to support COUNTY systems used by assigned staff. The CITY will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- 7.5. Use of CITY Facility by CCSO. The CITY and COUNTY agree that incidental use of a CITY facility by CCSO personnel shall not be charged to the COUNTY provided personnel are not permanently assigned or required to report for duty at such location.
- 7.6. Observation of Labor Negotiations. The CITY may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two representatives (total) to observe labor negotiations between the COUNTY and the CCPOA, provided that such observers adhere to rules established by the COUNTY and may be excluded at any time by the lead COUNTY negotiator. The Oversight Committee (See, Section 25) shall designate the two people selected for this section.
- 7.7. Stabilization of Personnel. The CCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY.
 - 7.7.1. Deputies will not be granted a lateral transfer out of the CITY unless authorized by the language in the CCPOA Collective Bargaining Agreement, except with the concurrence of the CITY Manager or designee.
 - 7.7.2. Timing and replacement of CITY-assigned staff who are promoted to a position outside the CITY will be managed with the concurrence of the CITY Manager or designee.
 - 7.7.3. In the assignment of deputies, the COUNTY shall use, whenever possible, deputies who volunteer for duty within the CITY. Duration of assignment and selection of non-voluntary personnel shall be accomplished in accordance with the CCPOA Collective Bargaining Agreement.
 - 7.7.4. Notwithstanding the CCSO's exclusive authority to assign deputies, the CITY shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work with the CITY. In the event the CITY has requested the reassignment of personnel and the Sheriff does reassign the personnel, the reassignment shall not be considered disciplinary. Issues of discipline or performance will be exclusive to the Sheriff.
- 7.8. Assignment of Detectives. When the CITY purchases dedicated detective services, the CITY may choose which detective shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure.
- 7.9. Additional Training. The CITY may provide training in addition to that provided by the COUNTY. Additional training shall be approved by the CCSO and the cost shall be borne by

the CITY.

- 7.10. Cost Effect of Service Decisions. The CITY's Unit Costs shall not be raised as a result of another CITY's decision regarding the level or makeup of services, but does not affect the COUNTY's decision to eliminate particular services to CITY. Examples of such services include, but are not limited to, traffic enforcement unit and school resource officers.
- 7.11. CITY Identification. The CITY, if using the City Department Model, may opt to use uniforms and operate vehicles that display the CITY's identity as outlined in this section for personnel assigned full-time to the CITY. Costs related to the uniforms and vehicles, beyond the quartermaster allowance, shall be borne by the CITY. The CITY may retain items that were specifically purchased by the CITY (e.g., bicycle uniforms).
 - 7.11.1. Cost mitigation. Recognizing the cost(s) involved with identifying, selecting, and purchasing uniforms and unique vehicle markings, the Oversight Committee (See, Section 25) will work to identify one design for uniform colors and vehicle markings to be used as the City option for all contracting cities to use, with CITY shoulder patch and CITY logo on the vehicles, if desired.
 - 7.11.2. Uniforms. CITY may opt to have deputies assigned to the CITY wear the optional City uniform approved by the Oversight Committee. The CITY may design shoulder patches subject to CCSO approval; however, the CCSO badge shall be retained on the uniform.
 - 7.11.3. Vehicles. Each CITY may opt to use the optional City vehicle graphics approved by the Oversight Committee. Some form of the CCSO logo and language similar to "In partnership with the Clackamas County Sheriff's Office" must be displayed on the vehicles.
- 7.12. Start-up Costs. When a CITY starts new contracted services, or an existing contract requests new FTE, the CITY agrees to reimburse the COUNTY for salary, benefit, add to pay, quartermaster, and applicable vehicle and fuel costs incurred toward hiring and training deputies in the twelve months prior to their being assigned to the CITY. These costs shall be billed on the regular monthly billing the first month following the approval for additional personnel.
- 7.13. Asset seizure. The CCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the CCSO within the CITY.
- 7.14. Chief of Police. The CCSO shall provide a Lieutenant to act as Chief of Police for the CITY. The CITY may choose which lieutenant shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure, to select a Chief of Police. The duties of the Chief of Police include:
 - 7.14.1. Working with the CITY Manager, or designee, to establish goals and objectives for CITY police services that reflect the specific needs within the CITY.
 - 7.14.2. Coordinating police activities within the CITY, including scheduling and CITY-specific protocols and procedures.
 - 7.14.3. Coordinating the duties of deputies assigned to the CITY as specific needs arise, as requested by the CITY Manager, or designee, within the context of established CCSO

policies and procedures.

- 7.14.4. Oversight of the implementation within the CITY of all COUNTY employment and CCSO policies and procedures. Notification of the CITY Manager, or designee, of any COUNTY or CCSO procedure changes, which either supplement or potentially detract from the CITY's goals and objectives for police service.
- 7.14.5. Identification of areas of supplemental training for deputies assigned to the CITY. Making recommendations to the CITY Manager, or designee, for training not provided by CCSO
- 7.15. Computers.
 - 7.15.1. The CCSO will provide a laptop and appropriate accessories or access to a shared, desktop computer to every sworn FTE provided to the CITY.
 - 7.15.2. The CCSO Information Technology Section will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
 - 7.15.3. Replacement computers will be furnished via the CCSO Information Technology Section budget, as needed.

8. Reporting.

- 8.1. Reporting Districts. ~~Reporting districts coterminous with the CITY boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.~~
- 8.2. Notification of Criminal Activity. The CITY Police Chief will notify the CITY in the event of a significant criminal occurrence within the CITY.
- 8.3. Monthly Reports. The CCSO will report monthly on criminal activity and on law enforcement services provided by this Agreement.

9. Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

- 9.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with CCSO Policy and Procedures.
- 9.2. Status of Employees. All persons rendering service to CITY hereunder shall be for all purposes employees of the COUNTY, except that the CITY may hire non-commissioned CITY employees pursuant to Section 7.1.
- 9.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.
- 9.4. Provision of Personnel. The CCSO shall furnish all personnel and such resources and material deemed by the CCSO as necessary to provide the level of law enforcement service herein described.
- 9.5. Municipal Violations. CCSO commissioned personnel assigned to the CITY shall cite violations of municipal ordinances into the CITY's municipal court when applicable.

10. CITY Responsibilities. In support of the COUNTY providing the services described in Exhibit B, the CITY promises the following.

10.1. Municipal Code. The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services.

11. Duration. This Agreement is effective upon authorization and signature by both parties, except that parties agree that services and charges shall commence on July 1, 2009. The Agreement shall automatically renew annually on July 1st of each year when a new Final Exhibit B is signed by both parties, unless the termination process is invoked in accordance with Section 12.

12. Termination Process. Either party may initiate a process to terminate this agreement as follows:

12.1. Notice of Intent to Terminate. Except as provided in Section 12.5 any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 12.2 of this Agreement. Following receipt of the written notice of intent, the CITY Manager and the Sheriff will meet to discuss the intention to terminate services and review alternatives and impacts, among other matters.

12.2. Written Notice of Termination. After the 45-day period has run under Section 12.1, the terminating party shall provide at least 18 months written notice to the other party.

12.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

12.3.1. Mutually agreed upon hiring. In the event the CITY wishes to hire any CCSO Deputy who is performing services for the CITY to a full or part-time position as a law enforcement officer within one (1) year of the termination or expiration of this agreement, or within one (1) year of the date a CCSO Deputy stops performing services for the CITY, the CITY Manager shall meet with the Sheriff to discuss the personnel and service delivery impacts on the unincorporated areas of the COUNTY.

12.4. Limitation of Liabilities.

12.4.1. Termination will not prejudice either party's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

12.4.2. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

12.5. Termination for Non-payment. The COUNTY may, upon 60 days written notice, in its sole discretion, terminate this agreement in its entirety or a particular law enforcement service if

the CITY fails to meet its payment obligation under this Agreement.

13. Indemnification.

13.1. CITY Held Harmless. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall defend, indemnify and save harmless the CITY and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, deputies, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

13.2. COUNTY Held Harmless. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

14. No Third-Party Beneficiary. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

15. Insurance Coverage.

15.1. Commercial General Liability Insurance.

15.1.1. CITY shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

15.1.2. COUNTY agrees to maintain an actuarially sound self-insurance fund sufficient to cover its obligations under Section 13.1.

15.2. Additional Insured Provision. The insurance shall include "Clackamas County, its agents,

officers, and employees” as an additional insured.

- 15.3. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to the COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
- 15.4. Insurance Carrier Rating. Coverages provided must be underwritten by an insurance company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best’s Insurance Rating. The COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 15.5. Self-Insurance. CITY may fulfill its insurance obligations herein through a program of self-insurance, provided that the CITY’s self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 15. If the CITY is self-insured, the COUNTY Risk Manager must approve the self-insurance, in writing, as satisfying this section.

16. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

17. Assignment. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

18. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination.

19. Notice. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF HAPPY VALLEY
16000 SE Misty Drive
Happy Valley, Oregon 97086

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CLACKAMAS COUNTY SHERIFF’S OFFICE
2223 Kaen Road
Oregon City, Oregon 97045

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the COUNTY provided that such notice has been given to the other party.

20. COUNTY as an Independent Contractor. The COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.
21. No Real Property Acquisition or Joint Financing. This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.
22. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
23. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
24. Agreement Administration.

24.1. Agreement Administrators. The CITY Manager, or designee, and the CITY Police Chief shall serve as agreement administrators to review Agreement performance and resolve operational problems.

24.2. Referral of Unresolved Problems. The CITY Manager, or designee, shall refer any police service operational problem, which cannot be resolved, to the CCSO Patrol Division Commander, and if still not resolved to the Clackamas County Sheriff. The Sheriff and CITY Manager shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee (See, Section 25) for assistance in resolution.

24.3. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate CITY Manager to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the full Oversight Committee for assistance in resolution.

25. Agreement Oversight.

25.1. Oversight Committee. The CITY and the COUNTY agree to establish an Oversight Committee consisting of the City Managers, or their designees, of the cities that contract with the COUNTY for law enforcement services, the Clackamas County Sheriff, or his/her designee, and the CCSO Patrol Division Commander. Each City, the Sheriff or designee, and CCSO Patrol Division Commander shall each have one vote. The Committee may decide to invite selected non-committee members to attend meetings as observers.

25.2. Scope of Committee. The committee shall meet at least quarterly to ensure the parties comply with the provisions of this Agreement, including the administration of the Agreement and the

management and delivery of police services under the Agreement. The committee will elect a chair each July 1st who is responsible for holding the meetings and providing a person to keep the minutes of each meeting for the duration of their term as chair.

25.2.1. The CITY's member of the Oversight Committee may make recommendations on any issue affecting Agreement costs and conditions, such as the budget for the CCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any COUNTY proposal relating to these issues and shall be submitted to the Sheriff as appropriate.

25.2.2. If an operational problem or Agreement dispute is referred to the Oversight Committee pursuant to sections 24.2 or 24.3 of this Agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, parties may pursue suitable remedies.

25.2.3. The Oversight Committee may recommend amendments to this Agreement to be approved by each CITY in accordance with the terms of this Agreement. A majority of a quorum of the Oversight Committee will constitute approval of a recommended amendment.

26. Amendments. This Agreement may be amended at any time by mutual written agreement of the CITY, the Clackamas County Sheriff, and the Board of County Commissioners.

27. Filing. Copies of this Agreement, signed by the Chair of the Board of Commissioners, the Sheriff, the CITY Mayor and CITY Manager, shall be filed with the CITY and the Clackamas County Clerk.

28. Entire Agreement. This Agreement and Exhibits A, B, C and D contain all of the agreements of the parties with respect to any matter agreed hereto. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

29. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

30. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____
day of _____, 2009.

CITY of HAPPY VALLEY

CLACKAMAS COUNTY

Rob Wheeler
City Mayor

Craig Roberts
Clackamas County Sheriff

Date

Date

Cathy Daw
City Manager

Lynn Peterson
Chair, Clackamas County Board

Date

Date

**EXHIBIT A:
CLACKAMAS COUNTY SHERIFF'S SERVICES
(COST BOOK)**

**CCSO Contract City COST BOOK
INSTRUCTIONS**

Worksheet Tabs in **GREEN** have items that must be updated prior to April 1st COST SHEET proposals and prior to September 1st RECONCILIATION of cost sheets

Worksheet Tabs in **RED** require no data entry

All figures are entered using budget proposed to County for approval, and reconciled (updated) with actual numbers once adopted.

Adjust salary figures to account for prior calendar year CPI (or within range of CCPOA Contract Minimum/Maximum amount if different.

C-Com and C-800 figures are provided/billed by C-Com and C-800 during budget preparation time.

Fuel and Maintenance estimates are updated annually.

Report numbers are provided by Crime Analysis annually and are on CALENDAR year. All other annual estimates are on FISCAL year.

BENEFITS RATE

FICA, Retirement, Medical, Dental, Insurance: 57.00%

Adjust salary numbers annually to reflect CPLW increases (within the MIN/MAX range stated in the CCPOA Collective Bargaining Agreement)

Title	Salary Step	Salary	Benefits	Total Benefits + Salary	Add to Pay ("Included" Items - "Reconciled" items not used)	Total Salary, Benefits, and Adds to Pay	Sworn/ Non-Sworn	Overtime Eligible
Sheriff	N/A	\$ 120,286.92	\$ 68,563.54	\$ 188,850.46	\$ 8,290.19	\$ 197,140.65	S	N
Undersheriff	3 of 3	\$ 126,725.62	\$ 72,233.60	\$ 198,959.22	\$ 8,693.90	\$ 207,653.12	S	N
Captain	3 of 3	\$ 114,943.77	\$ 65,517.95	\$ 180,461.72	\$ 7,955.17	\$ 188,416.89	S	N
Lieutenant	3 of 3	\$ 99,292.98	\$ 56,597.00	\$ 155,889.98	\$ 11,938.52	\$ 167,828.50	S	N
Detective	4 of 4	\$ 71,606.01	\$ 40,815.43	\$ 112,421.44	\$ 3,852.44	\$ 116,273.88	S	Y
Sergeant - Detective	3 of 4	\$ 78,005.72	\$ 44,463.26	\$ 122,468.98	\$ 8,008.71	\$ 130,477.70	S	Y
Sergeant - Patrol	3 of 4	\$ 78,005.72	\$ 44,463.26	\$ 122,468.98	\$ 3,868.43	\$ 126,337.41	S	Y
Deputy - Patrol	5 of 6	\$ 61,035.44	\$ 34,790.20	\$ 95,825.64	\$ 3,189.62	\$ 99,015.26	S	Y
Deputy - Traffic Enforcement	5 of 6	\$ 61,035.44	\$ 34,790.20	\$ 95,825.64	\$ 6,241.39	\$ 102,067.03	S	Y
Deputy - K-9	5 of 6	\$ 61,035.44	\$ 34,790.20	\$ 95,825.64	\$ 6,241.39	\$ 102,067.03	S	Y
Deputy - School Resource Officer	5 of 6	\$ 61,035.44	\$ 34,790.20	\$ 95,825.64	\$ 3,189.62	\$ 99,015.26	S	Y
Administrative Analyst 2	5 of 6	\$ 61,035.44	\$ 34,790.20	\$ 95,825.64	\$ 2,441.42	\$ 98,267.06	NS	Y
Administrative Assistant	5 of 6	\$ 50,123.87	\$ 28,570.61	\$ 78,694.48	\$ 2,004.95	\$ 80,699.43	NS	Y
Community Service Officer	5 of 6	\$ 45,415.77	\$ 25,886.99	\$ 71,302.76	\$ 2,176.63	\$ 73,479.39	NS	Y
Crime Analyst	6 of 6	\$ 67,436.32	\$ 38,438.70	\$ 105,875.02	\$ 2,697.45	\$ 108,572.48	NS	Y
Office Specialist 1	6 of 6	\$ 39,261.45	\$ 22,379.03	\$ 61,640.48	\$ 1,570.46	\$ 63,210.93	NS	Y
Office Specialist 2	6 of 6	\$ 43,282.50	\$ 24,671.03	\$ 67,953.53	\$ 1,731.30	\$ 69,684.83	NS	Y
Sheriff's Administrative Specialist	6 of 6	\$ 45,415.77	\$ 25,886.99	\$ 71,302.76	\$ 1,816.63	\$ 73,119.39	NS	Y
Vehicle Ordinance Specialist	6 of 6	\$ 58,167.31	\$ 33,155.37	\$ 91,322.68	\$ 2,686.69	\$ 94,009.37	NS	Y

Enter numbers in green only.
Add to Pay will populate detail pages when FTE is entered.

Add to Pay	Included Reconciled	Rate (% of annual salary)	Amount (fixed dollar rate)	Amount (fixed dollar rate)	With Bachelor's Degree	With Master's Degree	5-9 Years of Service	10-14 Years of Service	15-19 Years of Service	20-24 Years of Service	25-29 Years of Service	30-34 Years of Service
Deferred Compensation - CPOA	I	4.88%										
Deferred Compensation - NISO	I	4.12%										
Firearms Proficiency	I		\$ 388.20	\$ 32.35								
Cleaning Allowance	I		\$ 350.00	\$ 30.00								
Clothing Allowance (Detectives)	I		\$ 600.00									
Detective Sergeant	I	5.88%										
Motor Deputy	I	5.88%										
R-9	I	5.88%										
SIU/OCI	I	5.88%										
Special Management Team - NISO	I	5.88%										
Annual Pay	R											
CSO Associate's Degree	R	5.88%	\$ 388.20	\$ 32.35								
CSO Bachelor's Degree	R		\$ 851.40	\$ 28.85								
Detective	R											
DP-SST Certifications	R											
Intermediate	R											
Advanced	R				\$ 55.00	\$ 64.71						
Supervisor	R				\$ 28.85	\$ 34.61						
Inside Management	R				\$ 80.00	\$ 97.50						
Executive	R				\$ 133.88	\$ 205.88						
Education/Community Service	R				\$ 142.82	\$ 258.88						
Field Training Officer	R	18.00%										
University - CPOA	R						\$ 49.17	\$ 98.34	\$ 147.51	\$ 196.68	\$ 245.85	\$ 295.02
University - NISO	R						1.00%	1.50%	2.00%	2.50%	3.00%	3.50%

Quartermaster/Uniform sheet fed from other pages - NO DATA ENTRY ON THIS PAGE

Quartermaster/Uniform Costing model

CSO

Annual Uniforms	Uniform (5-year replacement)	Uniform (10-year replacement)	Vest (5-year replacement)	Equipment (10-year replacement)	Radio/MDC (C-800)	Cost/Year
\$ 384.00	\$ 40.00	\$ 50.00				\$ 392.00

Deputy/Sergeant

Annual Uniforms	Uniform (5-year replacement)	Uniform (10-year replacement)	Vest (5-year replacement)	Equipment (10-year replacement)	Radio/MDC (C-800)	Cost/Year
\$ 384.00	\$ 718.00	\$ 50.00	\$ 630.00	\$ 4,323.19	\$ 915.28	\$ 2,006.20

Detective

Annual Uniforms	Uniform (5-year replacement)	Uniform (10-year replacement)	Vest (5-year replacement)	Equipment (10-year replacement)	Radio/MDC (C-800)	Cost/Year
\$ 192.00	\$ 718.00	\$ 50.00	\$ 630.00	\$ 4,323.19	\$ 709.80	\$ 1,608.72

Lieutenant

Annual Uniforms	Uniform (5-year replacement)	Uniform (10-year replacement)	Vest (5-year replacement)	Equipment (10-year replacement)	Radio/MDC (C-800)	Cost/Year
\$ 384.00	\$ 718.00	\$ 610.00	\$ 630.00	\$ 4,323.19	\$ 915.28	\$ 2,062.20

Traffic Enforcement

Annual Uniforms	Uniform (5-year replacement)	Uniform (10-year replacement)	Vest (5-year replacement)	Equipment (10-year replacement)	Radio/MDC (C-800)	Cost/Year
\$ 1,108.00	\$ 718.00	\$ 50.00	\$ 630.00	\$ 4,323.19	\$ 1,475.66	\$ 3,290.58

Enter numbers in green only.
Individual Amounts will populate detail pages.

Uniforms		
Class A		
Long Sleeve	\$	75.00
Short Sleeve	\$	50.00
Pants	\$	67.00
Utility		
Pants	\$	57.00
Motor		
Long Sleeve	\$	117.00
Short Sleeve	\$	110.00
Pants	\$	231.00

5-Year Uniforms		
Rain Gear		
Pants	\$	175.00
Jacket	\$	324.00
Hood	\$	35.00
Hat	\$	40.00
CSO Outerwear (Sweater)	\$	40.00
Tie	\$	10.00
Cold-Weather Jacket	\$	130.00
Hidden Agenda Jacket	\$	160.00
Ballistic Vest	\$	630.00
Motors		
E-Ticketing Machine	\$	4,170.00
Aero-Stitch	\$	1,100.00
Helmet	\$	350.00

10-Year Uniforms		
Ike Jacket	\$	210.00
Dress Hat	\$	150.00
Badge	\$	50.00
Hat Badge	\$	40.00

10-year Equipment		
Precinct Keys	\$	5.00
800 Portable	\$	3,000.00
VHF Portable	\$	450.00
Flashlight	\$	100.00
Gun Safe	\$	150.00
Safety Vest	\$	45.00
Shoe Chains	\$	30.00
Digital Camera	\$	350.00
Gear Bag	\$	50.00
FTEP Book	\$	5.00
ORS	\$	50.00
Pocket Guides	\$	33.00
County Map	\$	5.00
Blanket	\$	3.00
Shoe Covers	\$	2.50
Sharps Container	\$	2.69
Split Hoods	\$	2.65
Gloves	\$	6.64
Print Kit		
Brush	\$	7.75
Powder	\$	7.00
Container	\$	7.50
Tape	\$	5.00
Goggles	\$	2.75
Hand Sanitizer	\$	1.69
Flex Cuffs	\$	1.02
TOTAL	\$	4,323.19

Other Items		
Annual Cost		
Cellular Telephone	\$	367.36
BlackBerry	\$	1,038.00

Vehicle Costing model**Car**

Purchase Price	Set-up Labor	Parts	Graphics	Annual Maintenance	Annual Fuel	Useful Life	Cost/Year
\$ 23,807.00	\$ 2,000.00	\$ 13,190.00	\$ 500.00	\$ 4,300.00	\$ 3,500.00	6	\$ 6,582.83

4x4

Purchase Price	Set-up Labor	Parts	Graphics	Annual Maintenance	Annual Fuel	Useful Life	Cost/Year
\$ 26,700.00	\$ 2,000.00	\$ 13,190.00	\$ 750.00	\$ 4,300.00	\$ 3,500.00	6	\$ 7,106.67

Unmarked

Purchase Price	Set-up Labor	Parts	Graphics	Annual Maintenance	Annual Fuel	Useful Life	Cost/Year
\$ 20,000.00	\$ 1,500.00	\$ 5,000.00		\$ 1,750.00	\$ 1,600.00	6	\$ 4,416.67

Motorcycle

Purchase Price	Set-up Labor	Parts	Graphics	Annual Maintenance	Annual Fuel	Useful Life	Cost/Year
\$ 22,921.75	\$ 1,068.00	\$ 8,300.00	\$ 50.00	\$ 3,830.00	\$ 2,323.00	3	\$ 8,935.47

Enter numbers in green only.

Vehicle Equipment Itemized List

Patrol Car and 4x4 Equipment	
800 Radio	3500
Vhf Radio	450
VRM	3000
Light Bar	2000
Misc. Parts	4240

Unmarked Car Equipment	
800 Radio	3500
Vhf Radio	450
VRM	
Light Bar	
Misc. Parts	1050

Motorcycle Equipment	
800 Radio	3500
Vhf Radio	
VRM	3000
Light Bar	
Misc. Parts	1800

Car

Purchase Price	Set-up Labor
\$ 23,807.00	\$ 2,000.00

Graphics	Mainline Useful Life
\$ 500.00	6

Equipment	Equipment Useful Life
\$ 13,190.00	6

4x4

Purchase Price	Set-up Labor
\$ 26,700.00	\$ 2,000.00

Graphics	Mainline Useful Life
\$ 750.00	6

Equipment	Equipment Useful Life
\$ 13,190.00	6

Unmarked

Purchase Price	Set-up Labor
\$ 20,000.00	\$ 1,500.00

Graphics	Mainline Useful Life
	6

Equipment	Equipment Useful Life
\$ 5,000.00	6

Motorcycle

Purchase Price	Set-up Labor
\$ 22,921.75	\$ 1,068.00

Graphics	Mainline Useful Life
\$ 50.00	3

Equipment	Equipment Useful Life
\$ 8,300.00	9

Enter numbers in green only.

Dispatch Fees will populate based off population percentage and C-800 fees will populate Quartermaster rates

DISPATCH FEE	
C-Com fee for CCSO dispatch services	\$ 2,068,031.00
C-800 fee for CCSO 800 radio services	\$ 290,704.00

User	Population	Percent	Rate
Sheriff's Office - Unincorporated	179165	80.94%	\$ 1,673,866.75
Damascus	9975	4.51%	\$ 93,192.42
Estacada	2820	1.27%	\$ 26,346.13
Happy Valley	11455	5.17%	\$ 107,019.47
Wilsonville	17940	8.10%	\$ 167,606.23
TOTAL	221355	100.00%	\$ 2,068,031.00

C-800 Cost per:	Amount
Radio	\$ 354.90
VRM	\$ 205.48

19.06%

Enter numbers in green only.

Total Reports for Detectives and Records Allocations - Based on CALENDAR year

Detective Report Totals	Last Year	Previous Year	2 Years Prior	3-Year average
CCSO	13883	12809	13299	13330
Damascus	1069	1119	1423	1204
Estacada	871	794	963	876
Happy Valley	1657	1375	1070	1367
Wilsonville	3515	3819	3683	3672
TOTAL	20995	19916	20438	20450

3-Year average
n/a
1204
876
1367
3672
7119

Detective Report Percentages	Last Year	Previous Year	2 Years Prior	3-Year average
CCSO	66.13%	64.32%	65.07%	65.17%
Damascus	5.09%	5.62%	6.96%	5.89%
Estacada	4.15%	3.99%	4.71%	4.28%
Happy Valley	7.89%	6.90%	5.24%	6.68%
Wilsonville	16.74%	19.18%	18.02%	17.98%
TOTAL	100.00%	100.00%	100.00%	100.00%

3-Year average of Contract City Reports
n/a
16.91%
12.30%
19.21%
51.58%
100.00%

Records Reports	Last Year	Previous Year	2 Years Prior	Percentage of Total
CCSO	24861	23586	23888	24112
Damascus	2731	2381	2907	2673
Estacada	1206	1221	1165	1197
Happy Valley	3758	3061	2661	3160
Wilsonville	7066	6920	6415	6800
TOTAL	39622	37169	37036	37942

Records Report Percentages	Last Year	Previous Year	2 Years Prior	3-Year average
CCSO	62.75%	63.46%	64.50%	63.57%
Damascus	6.89%	6.41%	7.85%	7.05%
Estacada	3.04%	3.28%	3.15%	3.16%
Happy Valley	9.48%	8.24%	7.18%	8.30%
Wilsonville	17.83%	18.62%	17.32%	17.92%
TOTAL	100.00%	100.00%	100.00%	100.00%

2009-10 COST BOOK

[illegible]

Agency FTE numbers									
Division	Sworn Mgmt	Sworn O.T. Eligible	CSD	Non-Sworn Mgmt	Non-Sworn O.T. Eligible		Total Sworn	Total Non-Sworn	Total
0620 Patrol Levy		14					14	0	14
0621 Investigations Levy	1	4					5	0	5
0624 Jail Levy	1	29					30	0	30
1601 Admin	4			4	7.75		4	11.75	15.75
1602 Data					5		0	5	5
1603 Support Services	1	3		1	1		4	2	6
1620 Patrol	6	96	11		4		102	15	117
1621 Investigations		38		1	6		38	7	45
1621 Invest - City-funded		2					2	0	2
1622 Records				1	18		0	19	19
1623 Civil	2	19			5		21	5	26
1624 Jail	6	82	2		40		88	42	130
1625 Marine		4					4	0	4
1626 PSTC				1	1		0	2	2
1629 ELED	1	30					31	0	31
							343	108.75	451.75
0620, 1620, 1625, 1629	7	144	11	0	4		151	15	166
Percentage of personnel									
0620 Patrol Levy	8.43%								
1620 Patrol	72.89%								
1629 ELED	18.67%								
	100.00%								

Divisions - ACTUAL						
Enter numbers in GREEN						
Division	Program	Description	Personnel Expense	M & S	Allocated	Cap. Exp. Reserve - LEVY TOTAL
1601	00	Admin	2029287	279021	648708	2957016
	6821	Prof Stds	48050	13000		61050
	6857	Crime Analysis		2000		2000
1602	00	Data	717890	681217	17588	1416695
1603	00	Sup. Svcs	831910	58884	17635	908429
	6822	Training		49390		49390
	6827	Def Tactics		16000		16000
	6829	EVO		18750	5000	23750
	6830	Firearms		163900		163900
	6855	Backgrounds	110000	22500		132500
Division	Program	Description	Personnel Expense	M & S	Allocated	Cap. Exp. Reserve - LEVY TOTAL
1620	00	Patrol	12456179	2337918	358891	2696809
		Admin Personnel Overhead				
		422720 - Uniforms		42500		42500
		431000 - C-800		1517755		1517755
		432100 - Telephones		25000		25000
		436900 - Other Utilities		2400		2400
		450001 - C-Com		215033		215033
		Overtime	1167500			
	6823	EDU		3320		3320
	6824	Cadets		4304		4304
	6825	CTI		10000		10000
	6826	CSAT		4500		4500
	6828	Dive		12350		12350
	6831	Fleet		2692121		2692121
	6832	HazMat		6060		6060
	6833	HNT		12500		12500
	6834	Honor Guard		3000		3000
	6835	K-9		41080	10000	51080
	6836	Motors		26902		26902
	6837	Peer		2300		2300
	6838	Reserves		1660		1660
	6839	SAR		22620		22620
	6841	SWAT		41200		41200
	6842	VOU		475		475
	6843	Aero				0
	6856	DRE		500		500
	6858	Taser		18000		18000
	6862	Safe Communities		192494		192494
	6874	SRO		6400		6400
	6880	Livestock		32710		32710
	6889	Weed & Seed		101200		101200
Division	Program	Description	Personnel Expense	M & S	Allocated	Cap. Exp. Reserve - LEVY TOTAL
1621	00	Detectives	5576522	290603	94362	5976487
	6801	CAT		1250		1250
	6810	DVERI		500		500
	6844	CRAFT		19783		19783
	6845	Dom Viol Non-Grant		3000		3000
	6846	Forensics		3225		3225
	6847	HVCU		1566		1566
	6848	Computer Forensics		11328		11328
	6849	Property Crimes		2400		2400
	6850	SIU		12502		12502
	6851	CSI		19600	12000	31600
	6852	Property Room		16600		16600
	6878	CCITE		58913		58913
	6883	Intercept		46000		46000
	6886	Meth Grant		10000		10000
	6892	COPS Meth 08 Grant		0		0
Division	Program	Description	Personnel Expense	M & S	Allocated	Cap. Exp. Reserve - LEVY TOTAL
1622	00	Records	1625550	127271	335474	2088295
1623	00	Civil	3187104	78469	98412	3363985
1624	00	Jail	13737541	2409387	713659	16860587
	6853	CERT				0
1625	00	Marine	554908	65033	23908	643849
1626	00	PSTC	411654	768836	259287	1439777
1639	00	ELED	4112254			4112254
		ELED Overtime	415304			
0620	00	Patrol Levy	2450750	316082	239601	2101353
		Levy Overtime	464475			5107786
0621	00	Det. Levy	824820	61886	10599	69228
						966633
0624	00	Jail Levy	3546851	650596	141026	429663
						4768136
		Total:				59022379

Divisions - REVENUE						
Enter numbers in GREEN						
Division	Program	Account	Description	Amount	Deduct?	Notes
1601	00	341880	Other Internal County Services	\$ 200,000.00	Y	Coming from Community Corrections - reimbursement for CC Director and Policy Analyst
	00	342120	Alarm Ordinance Fees	\$ 225,000.00	Y	
	00	302000	Fund Balance	\$ 57,145.00	N	
	00	390100	IF- Transfer Fund 100	\$ 2,373,601.00	N	Badges, Patches, etc.
	00	360001	Misc Revenue	\$ 5,000.00	Y	
	00	361000	Interest Earned	\$ 5,000.00	N	
	00	369800	Third Party Recovery		Y	
	00	381210	Auction Proceeds	\$ 500.00	Y	
	00	387000	NSF Clearing		N	
	00	311310	Delinquent Taxes		N	
	00	311350	Interest & Penalties - Property Taxes		N	
Total - 1601				\$ 2,866,246.00		
1602	00	341880	Other Internal County Services	\$ 30,000.00	Y	From Community Corrections
	00	302001	Fund Balance	\$ 12,834.00	N	
	00	390100	IF- Transfer Fund 100	\$ 1,480,278.00	N	
	00	360001	Misc Revenue	\$ 1,500.00	Y	
	00	369800	Reimbursables			
Total - 1602				\$ 1,524,612.00		
1603	00	390100	IF- Transfer Fund 100	\$ 1,664,403.00	N	
	00	302001	Fund Balance	\$ 66,813.00	N	
	6822	348000	Education and Training			
	6830	346000	Education and Training			
Total - 1603				\$ 1,731,216.00		
1620	00	341804	Printing Services			
	00	341880	Other Internal County Services	\$ 50,000.00	N	Dumpsters Program (pays for personnel cost which is not used in Cost Allocation for Patrol)
	00	342100	Police Services	\$ 5,000.00	Y	Miscellaneous Fees
	00	302001	Fund Balance	\$ 342,006.00	N	
	00	331200	Federal Operating Grants		Y	
	00	331330	US Forest Service	\$ 75,000.00	Y	Contract - pays for M&S so it's deducted from allocation amount
	00	331345	BLM	\$ 25,000.00	Y	
	00	332104	ODOT Grants		Y	
	00	332203	Department of Justice	\$ 5,000.00	Y	
	00	333001	Local Government and Other Agencies	\$ 10,000.00	Y	OSSA
	00	333100	Contract with Cities	\$ 6,770,278.00	N	
	00	333175	Contract with School Districts	\$ 225,000.00	Y	School Resource Officers
	00	390100	IF- Transfer Fund 100	\$ 12,807,944.00	N	
	00	360001	Misc Revenue	\$ 5,000.00	Y	
	00	369800	Third Party Recovery	\$ 25,000.00	Y	
	00	369920	Salary Reimbursement		N	
	00	381210	Auction Proceeds	\$ 20,000.00	Y	
	6862	341880	Other Internal County Services		N	Safe Communities ODOT Grant
	6862	332104	ODOT Grants	\$ 95,000.00	N	Safe Communities ODOT Grant
	6862	367000	Contributions & Donations		N	Safe Communities ODOT Grant
	6889	331200	Federal Operating Grants	\$ 155,858.00	N	Weed & Seed
Total - 1620				\$ 20,622,086.00		
1621	00	341880	Other Internal County Services	\$ 10,000.00	Y	Reimbursement from DA for Callouts
	00	353100	Forfeited Property		Y	
	00	353106	Criminal Forfeiture - Measure 3		Y	
	00	302000	Fund Balance	\$ (258,273.00)	N	
	00	332203	DOJ Grant		Y	
	00	333100	Contract with Cities		N	
	00	390100	IF- Transfer Fund 100	\$ 6,528,813.00	N	
	6806	332203	Department of Justice		Y	ERAD
	6873	331200	Federal Operating Grant		Y	Stop Violence Against Women
	6878	341880	Other Internal County Services		Y	CCITF
	6878	353106	Criminal Forfeiture - Measure 3		Y	CCITF
	6878	333001	Local Government and Other Agencies	\$ 5,000.00	Y	CCITF
	6878	367000	Contributions & Donations		Y	CCITF
	6881	331001	Federal Revenue		Y	ROCN
	6881	333001	Local Government and Other Agencies		Y	ROCN
	6883	333001	Local Government and Other Agencies	\$ 25,000.00	Y	INTERCEPT
	6886	332001	State Revenue	\$ 10,000.00	Y	Meth Grant
	6886	333001	Local Government and Other Agencies		Y	Meth Grant
	6892	390220	IF- Transfer Fund 220		Y	Cops '08 Meth Grant Revenue
	6892	390260	IF- Transfer Fund 260		Y	Cops '08 Meth Grant Revenue
Total - 1621				\$ 6,320,540.00		
1622	00	341200	Recording Fees	\$ 23,000.00	Y	
	00	342110	Administrative Fees	\$ 185,000.00	Y	
	00	351110	Parking Violation Fines	\$ 28,000.00	Y	
	00	351130	Parks Cites - Ordinance Violation	\$ 8,000.00	Y	
	00	302001	Fund Balance	\$ 204,834.00	N	
	00	390100	IF- Transfer Fund 100	\$ 1,801,395.00	N	
	00	360001	Misc Revenue		Y	
	00	369800	Third Party Recovery	\$ 2,000.00	Y	
	00	387000	NSF Clearing			
Total - 1622				\$ 2,252,229.00		

**EXHIBIT B:
CLACKAMAS COUNTY SHERIFF'S SERVICES
(COST SHEET)**

Happy Valley

Exhibit B

Proposed, Revised, or Adopted Cost Book: Proposed
Dedicated or Flex Model: City Model
Draft or Final: FINAL
Date: 15-Jun-09

Dedicated Police Services	Units	Salary	Benefits	Other	Total Cost	FTEs
Sworn						
Police Chief (Lieutenant)	0.15	\$ 99,292.98	\$ 56,597.00	\$ 11,938.52	\$ 25,174.27	0.15
Sergeant	1.00	\$ 78,005.72	\$ 44,463.26	\$ 3,868.43	\$ 126,337.41	1.00
Detective	1.00	\$ 71,606.01	\$ 40,815.43	\$ 3,852.44	\$ 116,273.88	1.00
Patrol Deputy	7.00	\$ 61,035.44	\$ 34,790.20	\$ 3,189.62	\$ 693,106.81	7.00
Traffic Enforcement Deputy	1.00	\$ 61,035.44	\$ 34,790.20	\$ 6,241.39	\$ 102,067.03	1.00
Non-Sworn						
Community Service Officer	1.00	\$ 45,415.77	\$ 25,886.99	\$ 2,176.63	\$ 73,479.39	1.00
Overtime	11.00			\$ 21,160.80	\$ 232,768.75	11.00
Cost of Dedicated Personnel, Subject to Reconciliation					\$ 1,369,207.54	11.15

Fuel and Vehicle Maintenance	Units	Fuel	Maintenance		
Patrol Vehicle	8.00	\$ 3,500.00	\$ 4,300.00	\$ 62,400.00	8.00
Patrol Vehicle (4x4)		\$ 3,500.00	\$ 4,300.00	\$ -	0.00
Patrol Vehicle (Traffic Unit)	1.00	\$ 700.00	\$ 860.00	\$ 1,560.00	1.00
Unmarked Vehicle	1.15	\$ 1,600.00	\$ 1,750.00	\$ 3,852.50	1.15
Motorcycle	1.00	\$ 2,323.00	\$ 3,830.00	\$ 6,153.00	1.00
Cost of Fuel and Vehicle Maintenance, Subject to Reconciliation				\$ 73,965.50	11.15

Quartermaster and Vehicle Cost	Units	Expense		
Uniform, Equipment, and Supplies (Quartermaster)				
Deputy/Sergeant	8.00	\$ 2,006.20	\$ 16,049.59	8.00
Traffic Enforcement Deputy	1.00	\$ 3,290.58	\$ 3,290.58	1.00
Detective	1.00	\$ 1,608.72	\$ 1,608.72	1.00
Non-Sworn	1.00	\$ 392.00	\$ 392.00	1.00
Lieutenant	0.15	\$ 2,062.20	\$ 309.33	0.15
Vehicles				
Patrol Vehicle	8.00	\$ 6,582.83	\$ 52,662.67	8.00
Patrol Vehicle (4x4)	0.00	\$ 7,106.67	\$ -	0.00
Patrol Vehicle (Traffic Unit)	1.00	\$ 1,316.57	\$ 1,316.57	1.00
Unmarked Vehicle	1.15	\$ 4,416.67	\$ 5,079.17	1.15
Motorcycle	1.00	\$ 8,935.47	\$ 8,935.47	1.00
Optional Items				
Cellular Phones		\$ 367.36	\$ -	0.00
Subtotal, Quartermaster and Vehicle Cost				\$ 89,644.09

Additional Police Services				
Communications/Dispatch			\$ 107,019.47	
Detectives			\$ 66,292.64	
Records	<input checked="" type="checkbox"/>	"X" IF City has E-Ticketing - (3% reduction)	\$ 113,489.50	
Subtotal, Additional Police Services			\$ 286,801.62	

Police Support Services				
Admin Overhead			\$ 141,832.94	
Data			\$ 34,189.10	
Support Services			\$ 33,345.28	
Subtotal, Police Support Services			\$ 209,367.32	

Additional Credits and Charges				
Reconciliation (Credit) or Balance Due				
Subtotal, Additional Credits and Charges			\$ -	

TOTAL POLICE SERVICES CONTRACT COST **\$ 2,028,986.07**

EXHIBIT C
ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL

I. ROLES AND RELATIONSHIPS

A) SWORN PERSONNEL

- 1) Contract service police chiefs, as well as other sworn personnel, will be responsive to the public safety needs of the contracting entity, as well as its officials, residents, and/or population served.

B) CONTRACT POLICE CHIEF (CITY POLICE CHIEF FOR CONTRACT CITIES)

1) Command Structure

- (a) Reports directly to Patrol Division Commander
 - (i) Works at the direction of the CITY Manager or contract manager/administrator, and in compliance with CCSO policy, procedures, and directives.

2) Title

- (a) Police chiefs shall be addressed as "Chief of Police" in public settings, such as CITY council meetings, other meetings, and contract service staff meetings where their role is that of Chief.
- (b) Police chiefs shall wear their CCSO Uniform, and be addressed as "Lieutenant" when they are not representing the CITY.

3) Interaction with Contracting Entity

- (a) The police chief shall discuss and agree upon protocols for routine, daily interactions with the contract service CEO or manager/administrator as deemed appropriate by the contracting entity.
- (b) The police chief shall function as a department head within the contracting entity's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the contracting entity.
- (c) At the direction of the contract service CEO or manager/administrator, and as needed, the police chief shall attend and participate in the contracting entity's staff and council meetings, and official functions, celebrations, and commissions. As requested by the CEO or manager/administrator and as needed, the police chief will also represent the contract service police department at community meetings and functions.
- (d) The Police Chief is the CITY's Director of Police Services and represents the Manager of the CITY for all law enforcement matters in the community/CITY. This may include working with other relevant CITY departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the CITY.
- (e) The CCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy Police Chiefs are expected to represent the CITY's point of view, consider CITY needs in carrying out their duties and advocate on behalf of their CITY similar to other CITY departmental directors.

4) Duties

(a) Supervision Received:

- (i) CCSO command staff maintains authority and responsibility over police chiefs.
- (ii) In the event a contracting entity's procedure, policy, goal or operation differs from that of the CCSO, that entity shall negotiate with the CCSO to reach a final determination.
- (iii) The entity's Manager or manager/administrator shall have the general duty and responsibility of providing the assigned police chief with general direction relative to

the furnishing of law enforcement services to the contracting entity.

- (iv) The police chief shall maintain communication between command structures to ensure that changes in the CCSO are communicated to the contracting entity and that changes in the entity are communicated to the CCSO.

(b) Duties Include:

- (i) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the CITY.
- (ii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
- (iii) The police chief shall oversee the implementation of all policies and procedures relating to police services, and shall provide to the CCSO any written information relative to police services created by the entity. The chief shall notify the CCSO of all procedures that differ from CCSO policies and procedures.
- (iv) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
- (v) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
- (vi) The police chief shall oversee and monitor, in coordination with the Clackamas County Sheriff's Office, the budget for the contract police department as provided in Exhibit B.
- ~~(vii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., Detectives, Special Operations).~~
- (viii) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
- (ix) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
- (x) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.

5) Goals, Objectives, and Performance Indicators

- (a) The police chief shall establish goals and objectives for contract police services in conjunction with the CITY Manager that reflect the specific needs of the contracting entity. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
- (b) The police chief shall oversee the implementation of all CCSO policies and procedures within the contract services, and maintain a copy of current police procedures on file at the entity's chosen central location for the entity's reference. The chief shall notify the entity's CEO or manager/administrator of any CCSO procedures or changes that either supplement or affect the entity's established goals and objectives for police services.
- (c) The police chief shall review the entity's performance indicators for police services against the stated goals and objectives, and shall report to the CEO or manager/administrator on progress of goal attainment.

6) Personnel Management and Training

- (a) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the CCSO for supplemental training. The chief shall also make recommendations to the contracting entity's CEO or

manager/administrator for training not provided by CCSO.

- (b) The police chief shall periodically review the performance of officers assigned to the contracting entity and report to entity's CEO or manager/administrator and command staff or Division Commander any recommendations for performance improvement.
 - (c) The police chief shall perform selected roll calls of contract-assigned officers.
 - (d) The police chief shall coordinate and direct duties of officers assigned to the contracting entity as specific needs arise, and as requested by entity's CEO or manager/administrator within the context of established policies and procedures. The chief shall report to the division commander any changes in duty of contract-assigned officers.
- C) FIRST LEVEL SUPERVISOR/LINE OFFICERS/DETECTIVES/STAFF
- 1) Command Structure
 - (a) These individuals shall report directly to the police chief or supervisor as appropriate.
 - 2) Title/Insignia
 - (a) These individuals shall wear rank insignia on uniform consistent with CCSO rank
 - 3) Interaction With Contracting Entity
 - (a) These individuals shall interact with contracting entity staff and officials in accordance with the CCSO Manual of Rules and Regulations
 - (b) These individuals shall present themselves in the community in a manner consistent with being a member of the entity's staff and in a manner that supports and maintains trust in the contracting entity.
 - 4) Duties
 - (a) Will be commensurate with other CCSO assignments

II. INCENTIVES/REWARDS

- A) Contracting entities may award incentives or other recognition within existing guidelines, ethics guidelines, department rules and contract language, intergovernmental agreements and the award systems of the entity, CCSO and COUNTY.

III. COMMITMENTS, TRANSFERS, and PROMOTIONS

- A) CCSO staff requesting assignment to a contracting entity will make a commitment to work as a member of the entity's police force as outlined in the Collective Bargaining Agreement, except in cases of promotion or other special circumstances. Special circumstances require the concurrence of the entity's CEO or manager/administrator and applicable CCSO Division Commander.
- B) The transfer of personnel affecting the entity's police force will be coordinated by the CCSO, in consultation with the entity's Police Chief, to minimize the impact of potential vacancies. The number of the entity's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the CCSO Division the employee would otherwise be assigned.
- C) Contracting entities may not make de facto promotions by their selection of personnel except in instances in which a pool of candidates is made available for selection by the CCSO.

IV. STATISTICAL REPORTS

- A) Whenever possible, reports shall be generated by the CCSO.
- B) Reports will include footnotes identifying the source of the information.
- C) Service enhancement proposals will be routed through CCSO Division Commander.

**EXHIBIT D:
GLOSSARY OF TERMS**

Absent without leave

Absent without authorization.

Backfill

Replacing a normally scheduled deputy's planned or unplanned absence using overtime.

Benefits

Medical, dental, unemployment, A & D and life insurance, worker's compensation, retirement plans; and vacation, sick and holiday pays.

Bereavement Leave

Up to 3 days leave with pay that can be used when a member of one's immediate family passes away.

Captain

Appointed by the Sheriff from a list of Lieutenants and subordinate to the rank of Undersheriff. Assigned as Division Commander.

Career Service Employee

An employee appointed to a career service position as a result of a competitive examination process.

CCPOA

Clackamas County Peace Officers' Association – the collective bargaining unit representing the non-management employees of the Sheriff's Office.

Chief

See "Contract CITY Police Chief" below.

City Department Model

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or his/her designee. Eligible to have the approved CITY-style uniform(s) and vehicle(s) for full-time assigned personnel, and an overtime budget is provided to backfill absences from the CITY.

Clackamas Communications Center – C-Com

Provides telecommunications services between citizens and appropriate public safety agencies on a 24 hour a day basis including dispatch and radio support to officers.

Clothing Allowance

Detectives not required to wear a uniform receive additional pay while so assigned.

Collective Bargaining Agreement (Union Contract)

The negotiated work-conditions and benefits agreed to by Clackamas County and the CCPOA.

Community Service Officer (CSO)

Non-sworn, uniformed staff who do not have arrest authority.

Compensatory time

Time off that is granted with pay in lieu of overtime pay to FLSA-overtime eligible employees for work performed either on an authorized overtime basis or on a holiday that is normally scheduled as a day off.

Contract City Police Chief

Reports directly to Division Commander; works at the direction of city manager/administrator and in compliance with CCSO Policy, Procedures & Directives; Interacts with city staff and council members; Functions as a department head within the contract city structure. CCSO Lieutenant rank qualifies for the chief's position.

Cost Book (Exhibit A)

Document used to show the annual CCSO Budget, anticipated revenues, which items are non-chargable (provided to County residents regardless of city incorporation or not) and the allocation for those chargeable items remaining.

Cost Sheet (Exhibit B)

Document provided annually to CITY to memorialize which service model, the number and cost of assigned staff, and the actual allocations for each Enforcement-, Additional Police-, Police Support-Services for the fiscal year. The total cost will be divided by 12 months to arrive at the monthly payment due for services.

Dedicated staff

Personnel regularly assigned to a contract city.

Deputy (Officer)

Appointed by the Sheriff from a certified eligibility list provided by the Clackamas County Department of Employee Services and subordinate to the rank of Sergeant.

Discretionary Overtime

Overtime used to meet daily staffing of CITY such as replacing deputies who are on vacation, in training, etc. CITY may use their discretion to leave certain vacancies unfilled and not expend overtime.

Estimated Agreement Amount for Services

"Draft" Exhibit B provided to CITY by CCSO indicating what the estimated cost will be for the next fiscal year's service delivery used for budgeting purposes.

Final Agreement Amount for Services

After agreement on service model and level, CCSO provides a "Final" Exhibit B to CITY indicating the contract amount for the next fiscal year, which is divided by 12 for the monthly payment amounts.

Flexible Services Model

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or his/her designee. Not eligible to have the approved CITY-style uniform(s) and vehicle(s) for assigned personnel, and absences from the CITY are covered by the neighboring CCSO Patrol district in conjunction with the other district calls for service.

Full-Time Equivalent (FTE)

The representation used during budgeting and manpower analysis to refer to the equivalent of a full-time position, or two half-time positions, etc.

Incentive pay

Additional pay over and above base salary negotiated by the County and Clackamas County Peace Officers' Association for qualified employees.

Leave with pay

Authorized time off with pay - examples include vacation, compensatory time, and parental leave.

Leave without pay

Any absence of an employee from duty without compensation.

Lieutenant

Appointed by the Sheriff from a certified list of qualified applicants provided by the County's Department of Employee Services and subordinate to the rank of Captain.

Longevity pay

Additional pay given for length of service.

Mandatory training

Training that is mandated by COUNTY, state, or federal regulations (i.e., Firearms, EVOC, Hazmat, First Aid and CPR).

Military leave

Leave of absence with pay for active military duty.

Non-chargeable services

Services generally deployed county-wide and not charged under the contract for legislative or policy reasons.

Non-Sworn

Personnel who do not have police/arrest authority.

Officer

See Deputy

Optional Services

Services or specialized groups within the Sheriff's Office that serve the residents of the unincorporated County and are not routinely provided to other jurisdictions without compensation or by specific agreement. Examples include, but are not limited to: Crime Prevention, School Resource Officers and Community Safety Action Team. These services may be selected by a City to include in the cost allocation for the service level.

Oversight Committee

Group representing each of the cities who contract with CCSO for law enforcement services, and the CCSO, who is responsible for ensuring the Agreement is being followed appropriately, recommending changes/amendments, and working to resolve issues that may arise out of service delivery.

Permanent (Regular) assignment

Normal duty station.

Promotion

The movement of an employee to a higher rank.

Quartermaster

A system to track the provision of uniforms and equipment for department personnel.

Reconciliation

The process at the end of the fiscal year of comparing the City's projected yearly expenditures from Cost Sheet Exhibit B – for the salary, benefits, adds to pay, overtime (for City-Department model), vehicle fuel and vehicle maintenance categories – against the actual City expenditures. In the event of a difference between the projected and actual expenditures, a credit is awarded to the City for the amount not spent from the estimated payments already made, or in the event of a deficit the outstanding balance owed is charged to the city for overages.

School Resource Officer (SRO)

A deputy who provides a school-based community policing presence at primary and secondary schools.

Sheriff

Elected Chief Executive of the Clackamas County Sheriff's Office.

Sick leave

Paid leave of absence from work due to employee or family member's illness.

Special Units

Groups of employees with specialized training to address certain routine and non-routine events throughout the County. Special units are staffed either full-time or as a collateral duty in addition to employee's regular assignment. Special units include, but are not limited to:

CAT – Child Abuse Team

CCITF – Clackamas County Interagency Task Force

CIT – Crisis Intervention Team

CERT – Cell Extraction Response Team

CSAT – Community Safety Action Team (Crime Prevention)

CRAFT – Crash Reconstruction and Forensics Team

CSI – Crime Scene Investigations (Criminal Identification Division)

DRE – Drug Recognition Expert

DVERT – Domestic Violence Enhanced Response Team

EDU – Explosives Disposal Unit

EVO – Emergency Vehicle Operations (Instruction)

HAZMAT – Hazardous Materials Team

HNT – Hostage Negotiations Team

HVCU – Homicide and Violent Crimes Unit

INTERCEPT – Interagency Child Exploitation Prevention Team

PSTC – Public Safety Training Center

PSU – Professional Standards Unit

SIU – Special Investigations Unit, Drug Investigations

SWAT – Special Weapons and Tactics Team

VOU – Vehicle Ordinance Unit

Sworn

Personnel who have police/arrest authority and/or are certified by the State of Oregon.

Transfer

Movement of an employee from one position to another position that has the same or comparable job classification and salary.

Temporary assignment/position

An assignment/position that is not a regular assignment/position and includes probationary period or provisional appointment.

Unit Cost

The allocation of certain CCSO budget items across FTE to establish a per-person cost for equipment, support and overhead that is allocated across the agency for each person employed.

Vacancy

A position which is empty, unfilled, or unoccupied such that no funds are being expended.

Happy Valley 2011 Annual Report



Clackamas County Sheriff's Office
2223 Kaen Rd
Oregon City, OR 97045

www.co.clackamas.or.us/sheriff

Annual Summary

During 2011, the Clackamas County Sheriff's Office provided law enforcement service to the City of Happy Valley on a 24 hour a day basis. During this time period, the Sheriff's Office answered 3,159 radio calls for service, which was an average of 263.3 calls per month and 8.7 calls per day.

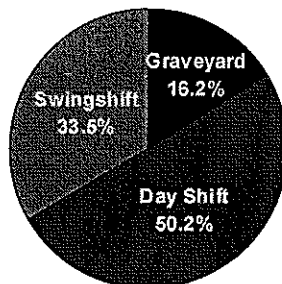
An overall look at the shift activity reflects the following percentages of calls taken, traffic stops made and reports written in 2011.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard:	16.2%	19.9%	14.2%
Day Shift:	50.2%	50.4%	56.4%
Swing Shift:	33.5%	29.7%	29.4%

Calls for Service

<u>Number of Calls Per Shift</u>	<u>2011</u>	<u>2011 Monthly Average</u>	<u>2010</u>	<u>2010 Monthly Average</u>
	3,159	263.3	3,110	259.2
Graveyard (2100-0700)	513 16.2%	42.8	432 13.9%	36.0
Day Shift (0700-1700)	1,587 50.2%	132.3	1,719 55.3%	143.3
Swing Shift (1700-0300)	1,059 33.5%	88.3	959 30.8%	79.9

2011 Calls for Service by Shift

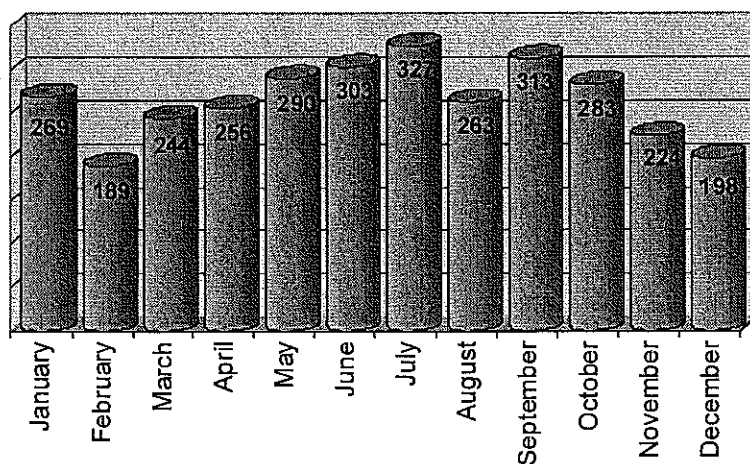


This chart shows the types of calls for service received during the year. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature. For actual criminal activity during the year see the "Reports Taken" chart.

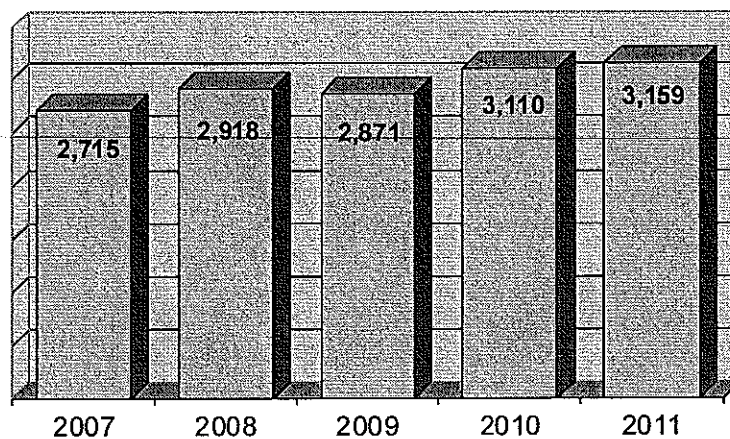
Types of Calls

Type of Calls	2011	2011 Monthly Average	2010 Monthly Average
Abandoned Vehicle	9	0.8	0.7
Accidents (All)	166	13.8	11.8
Alarms	357	29.8	33.5
Animal Complaint	59	4.9	4.8
Assault	11	0.9	1.3
Assist Outside Agency	38	3.2	5.6
Assist Public	312	26.0	22.6
Burglary	68	5.7	4.3
Criminal Mischief	81	6.8	10.3
Death Investigation	10	0.8	1.0
Disturbance	107	8.9	7.2
Extra Patrol Request	66	5.5	1.7
Fire Services	22	1.8	1.3
Fraud	52	4.3	5.8
Hazard	87	7.3	6.9
Juvenile Problem	64	5.3	5.2
Mental	9	0.8	0.3
Minor In Possession	9	0.8	0.4
Missing Person	17	1.4	0.7
Noise Complaints	71	5.9	6.8
Open Door / Window	62	5.2	1.6
Ordinance Violation	13	1.1	4.8
Promiscuous Shooting	8	0.7	0.3
Property Found / Lost / Recovered	31	2.6	4.1
Provide Information	44	3.7	8.1
Prowler	21	1.8	0.5
Recover Stolen Vehicle	13	1.1	0.8
Robbery	4	0.3	0.2
Runaway Juvenile	23	1.9	2.4
Sexual Crime (All)	11	0.9	0.9
Shooting			.0
Stolen Vehicle / UUMV	16	1.3	1.3
Suicide Attempt / Threat	25	2.1	2.1
Suspicious Circumstances	76	6.3	6.7
Suspicious Person	90	7.5	6.7
Suspicious Vehicle	149	12.4	11.6
Theft / Shoplift	184	15.3	13.4
Threat / Harassment / Menacing	102	8.5	6.3
Traffic Complaint	400	33.3	32.1
Unknown / Incomplete Call	69	5.8	6.0
Unwanted / Trespassing	42	3.5	2.5
Vice Complaints, (Drugs)	37	3.1	2.2
Violation of Restraining Order	8	0.7	0.8
Welfare Check	47	3.9	3.7
Other Not Listed Above	69	5.8	8.4
Total:	3,159	263.3	259.2

2011 Calls for Service by Month



Yearly Calls for Service



Median Response Time to Dispatched Calls

All Dispatched Calls	Units Assigned To Happy Valley	Other Units Not Assigned to the City
Input to Dispatch: (Time the call was on hold)	4.0 Minutes	3.0 Minutes
Dispatch to Arrival: (Time it took the Deputy to Arrive after being dispatched)	6.0 Minutes	6.0 Minutes

Priority 1 and 2 Calls	Units Assigned To Happy Valley	Other Units Not Assigned to the City
Input to Dispatch: (Time the call was on hold)	2.0 Minutes	3.0 Minutes
Dispatch to Arrival: (Time it took the Deputy to Arrive after being dispatched)	6.0 Minutes	5.0 Minutes

Other / Self-Initiated Officer Activity

Type of Activity	2011	2011 Monthly Average	2010 Monthly Average
Follow-up Contact	585	48.8	45.9
Foot Patrol	3	0.3	0.1
Premise Check	873	72.8	103.5
Subject Stop	178	14.8	14.0
Suspect Contact	16	1.3	9.3
Suspicious Vehicle Stop	423	35.3	28.8
Warrant Service	80	6.7	6.5
Total:	2,158	179.8	208.1

During 2011, 1,094 reports were taken. 14.2% were written by the graveyard shift, 56.4% by the dayshift units and 29.4% were written by the swing shift units.

Reports Taken

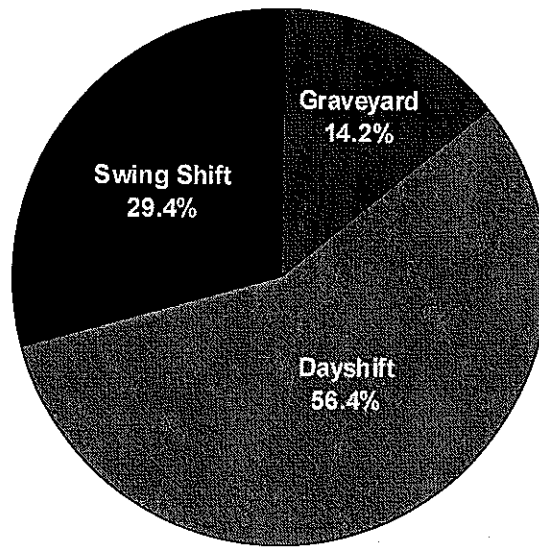
Type of Report	2011	2011 Monthly Average	2010	2010 Monthly Average
Accident	101	8.4	75	6.3
Theft	107	8.9	112	9.3
Criminal Mischief	45	3.8	77	6.4
Burglary	54	4.5	36	3.0
Stolen Vehicle	13	1.1	10	0.8
Identity Theft	21	1.8	27	2.3
Assault	12	1.0	7	0.6
Drug Crimes	25	2.1	26	2.2
Miscellaneous Reports	716	59.7	764	63.7
Total:	1,094	91.2	1,134	94.5

This may not be the same as the sum of the monthly reports. This could be due to crimes being reported months after they occurred, data entry errors or other factors.

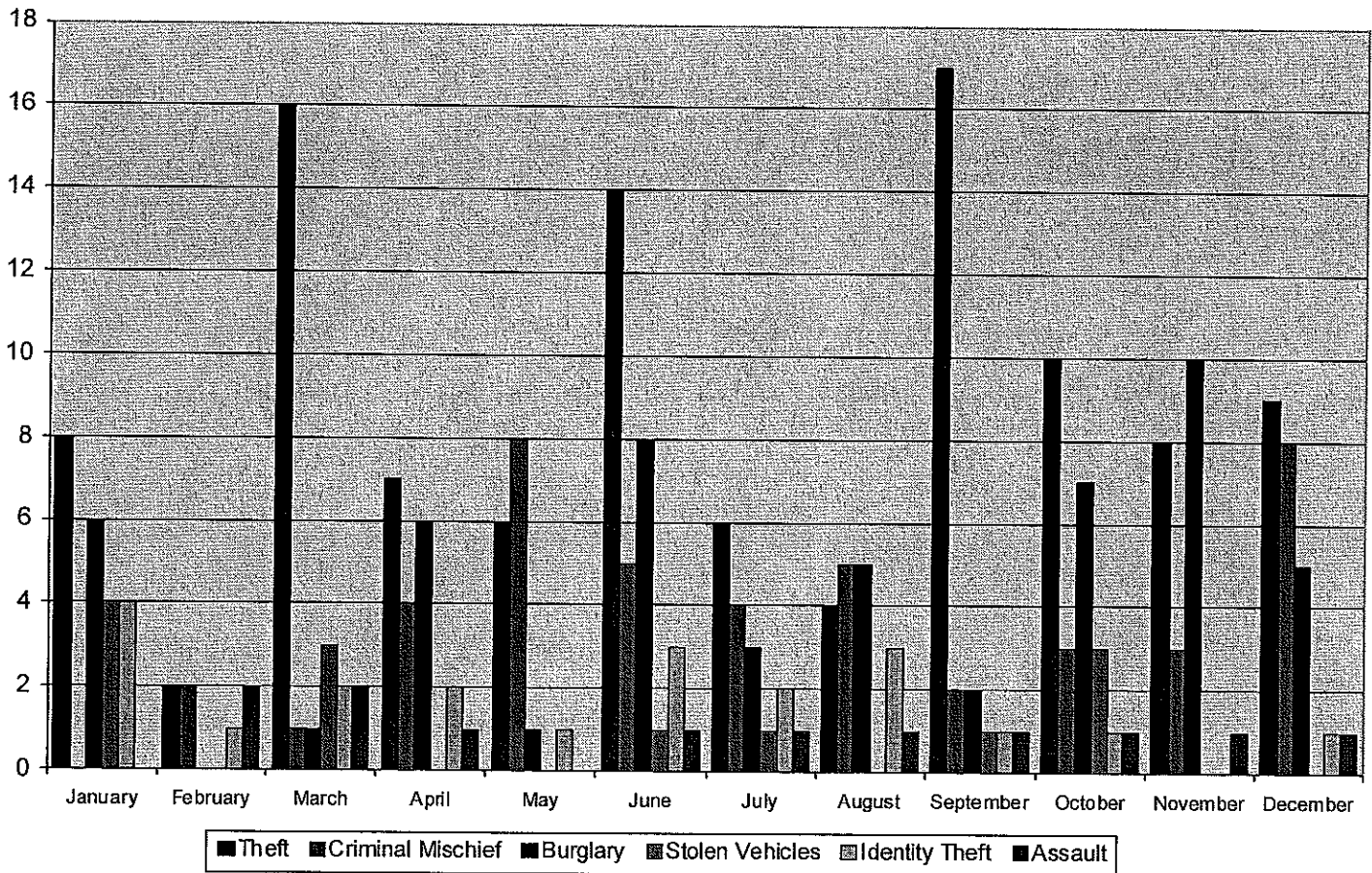
Reports Taken by Shift

Shift Totals	2011	2011 Monthly Average	2010	2010 Monthly Average
Graveyard	155 14.2%	12.9	207 18.3%	17.3
Day Shift	617 56.4%	51.4	610 53.8%	50.8
Swing Shift	322 29.4%	26.8	317 28.0%	26.4

2011 Reports Written by Shift



2011 Reported Crimes by Month



All Reported Crimes

Part I Crimes	Type	2011	2010	3 Yr Avg. 2008/09/10
Arson	Pr			
Assault, Aggravated	Pe	2		3.0
Burglary	Pr	54	36	40.0
Attempt Murder	Pe			
Murder	Pe			
Rape	Pe	1		0.7
Robbery	Pe	3	2	3.3
Theft (all)	Pr	107	112	107.3
Stolen Vehicles	Pr	13	10	14.0
Part I Totals:		180	160	168.3

Part II / Other Crimes	Type	2011	2010	3 Year Avg.
Assault, Simple	Pe	10	7	6.3
Child Abuse / Neglect	Pe			
Crimes Against Family	Be	5	2	2.0
Criminal Mischief	Pr	45	77	71.7
Criminal Trespass	Be			1.7
Cruelty to Animals	Be	1		0.3
Disorderly Conduct	Be	1		0.7
Drug Charges (all)	Be	25	27	19.0
D.U.I.	Be	37	21	27.0
Forgery	Pr	3	6	5.7
Fraudulent Use of Credit Card	Pr	5	3	3.0
Harassment	Pe	9	7	7.0
Identity Theft	Pr	21	27	23.7
Kidnapping	Pe		1	0.3
Manslaughter/Negligent Homicide	Pe			
Menacing	Pe	4	4	2.3
M.I.P. - Alcohol	Be	13	45	33.0
Negotiate a Bad Check	Pr			
Offensive Littering	Be	3	2	1.0
Prostitution	Be			3.3
Public / Private Indecency	Be		1	0.3
Recklessly Endangering	Pe	1		1.0
Resisting Arrest	Be	1	1	0.7
Runaway Juveniles	Be	14	17	22.0
Sex Crimes (other)*	Pe	1		1.0
Sexual Abuse	Pe	3	3	2.7
Sodomy	Pe			
Strangulation	Pe	1		0.3
Unlawful Entry Into Motor Vehicle	Pr	49	21	18.7
Weapons Violations	Be	2	4	3.0
Crimes Not Listed Above	Be	9	9	10.7
Part II / Other Totals:		263	285	268.4

Total		2011 443	2010 445	3 Year Avg. 436.7
-------	--	-------------	-------------	----------------------

All Reported Crimes Continued

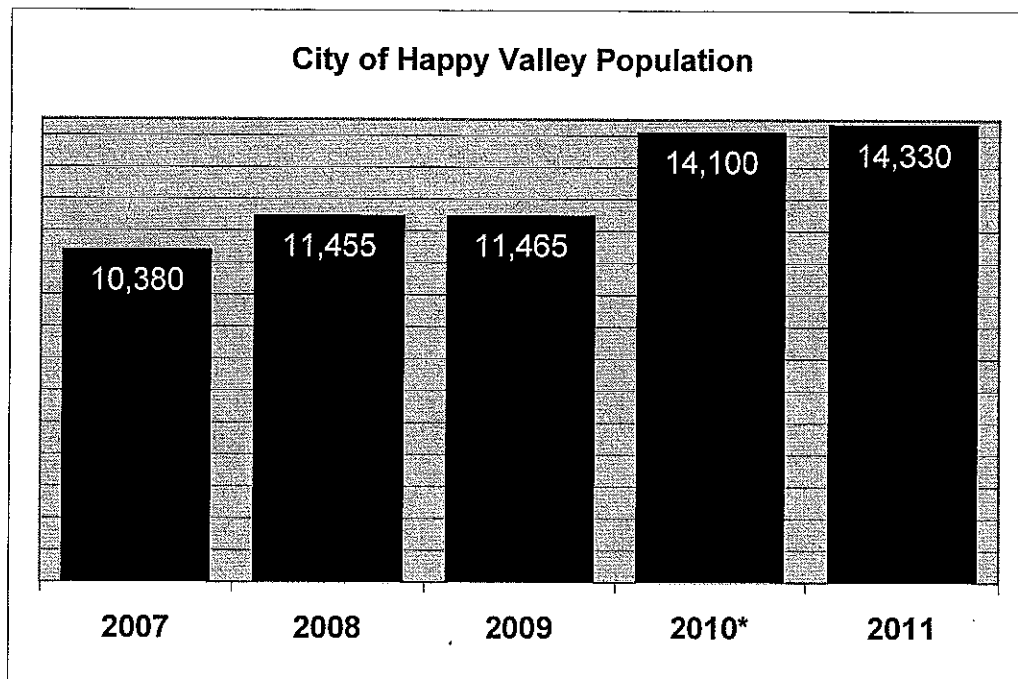
Crime Types	2011	2010	3 Year Avg
Person Crimes	35	24	27.9
Property Crimes	297	292	284.1
Behavioral Crimes	111	129	124.7

Recovered Stolen Vehicles	2011	2010	3 Year Avg
Recovered Vehicles	10	16	15.7

County Top Six	2011	2010	3 Year Avg
Theft	107	112	107.3
Criminal Mischief	45	77	71.7
Burglary	54	36	40.0
Stolen Vehicle	13	10	14.0
Identity Theft	21	27	23.7
Assault	12	7	9.3
Total:	252	269	266.0

Crimes Against Family	2011	2010	3 Year Avg
Criminal Mistreatment	1		0.3
Custodial Interference			0.3
Violation of Restraining Order	4	2	1.3
Total:	5	2	1.9

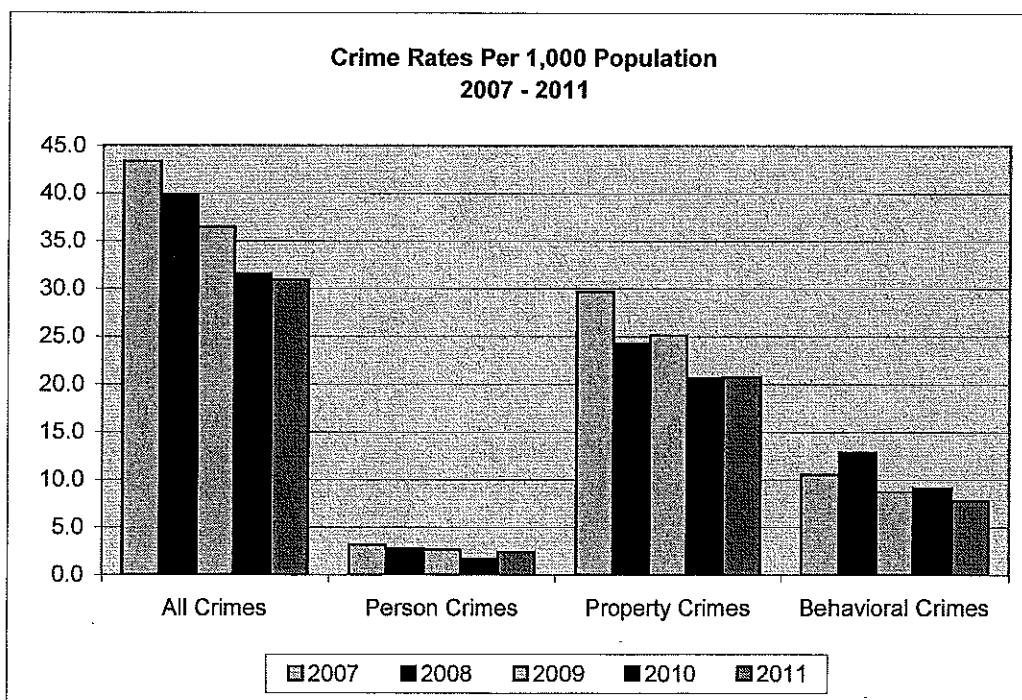
Thefts by Type	2011	2010	3 Year Avg
Theft I	25	30	39.0
Theft II	56	53	44.7
Theft III	22	26	21.0
Theft By Deception	1		0.3
Theft By Extortion	1	1	0.3
Theft By Receiving			
Theft of Lost / Mislaid Property		1	1.0
Theft of Mail	2	1	0.7
Theft of Services			0.3
Total:	107	112	107.3



*2010 population was updated after Portland State University revised their numbers based on the 2010 census

Crime Rates Per 1,000 Population

Crime Type	2007	2008	2009	2010	2011
All Crimes	43.4	39.9	36.5	31.6	30.9
Person Crimes	3.2	2.8	2.6	1.7	2.4
Property Crimes	29.7	24.3	25.1	20.7	20.7
Behavioral Crimes	10.5	12.8	8.7	9.1	7.7



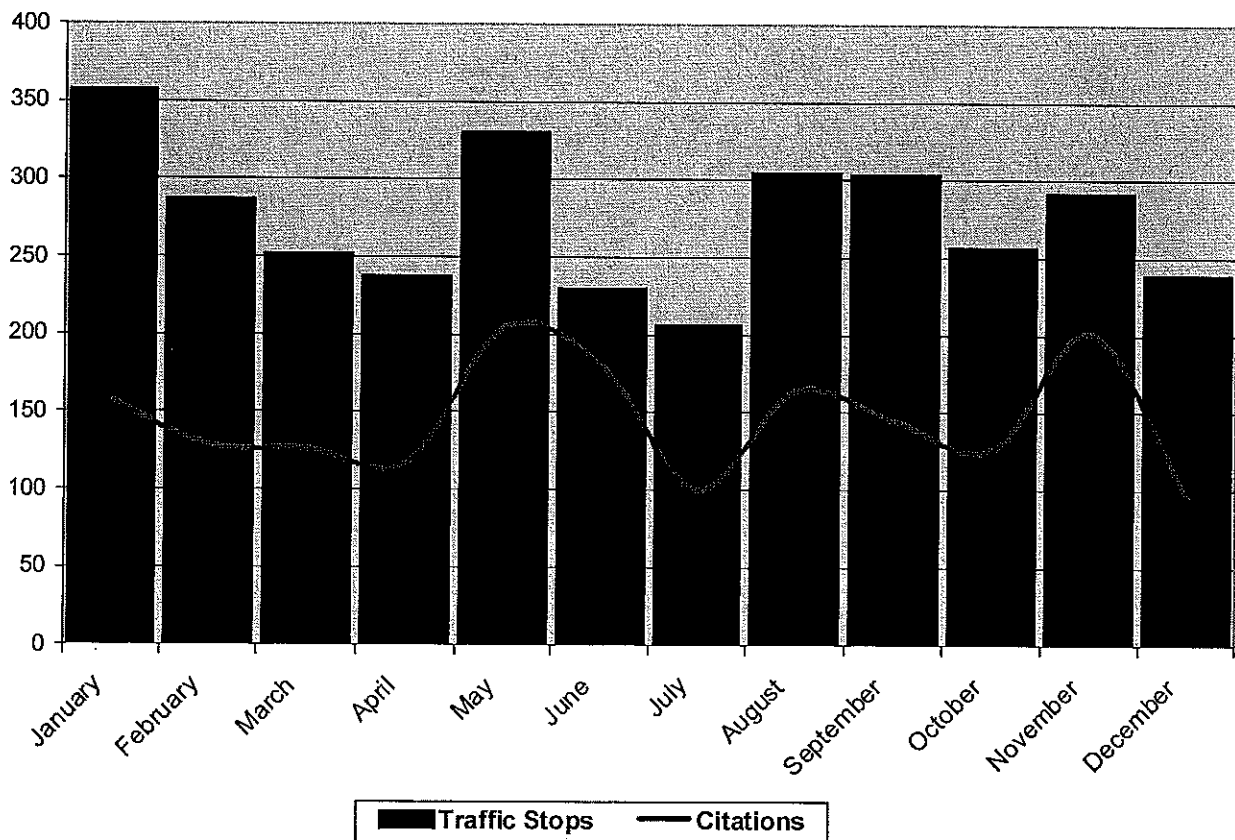
Traffic

During 2011, 3,301 traffic stops were made in the City with the following breakdown for each shift.

	<u>Total</u>		<u>Graveyard</u>		<u>Days</u>		<u>Swing Shift</u>	
Stops Made:	3,301	=	657	19.9%	1,663	50.4%	981	29.7%
Citations Issued:	1,747	=	260	14.9%	1,211	69.3%	276	15.8%

	2011	2011 Monthly Average	2010 Monthly Average
Traffic Stops	3,301	275.1	303.6
Citations	1,747	145.6	183.3

2011 Traffic Stops and Citations by Month



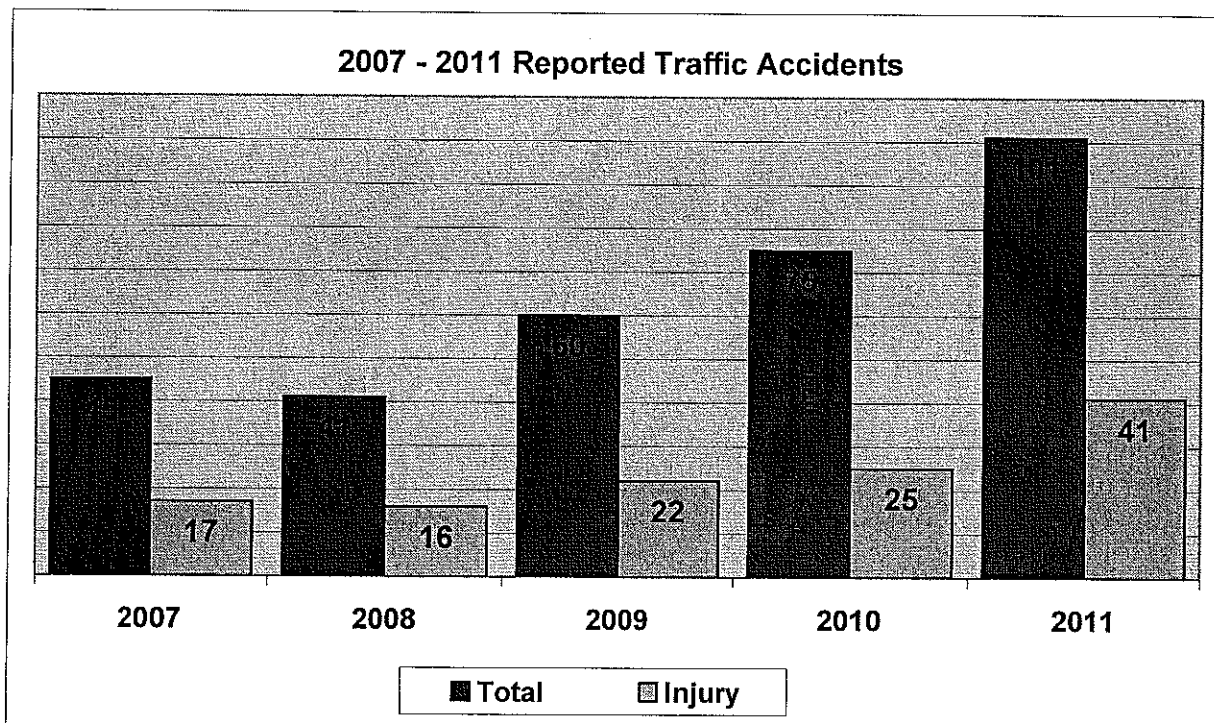
Reported Traffic Accidents

This only includes accidents that were reported to the Clackamas County Sheriff's Office.

Type of Injury	2007	2008	2009	2010	2011
None	28	25	38	50	60
Possible	9	11	18	20	28
Minor	5	4	4	4	11
Serious	2	1		1	2
Fatal	1				
Total:	45	41	60	75	101

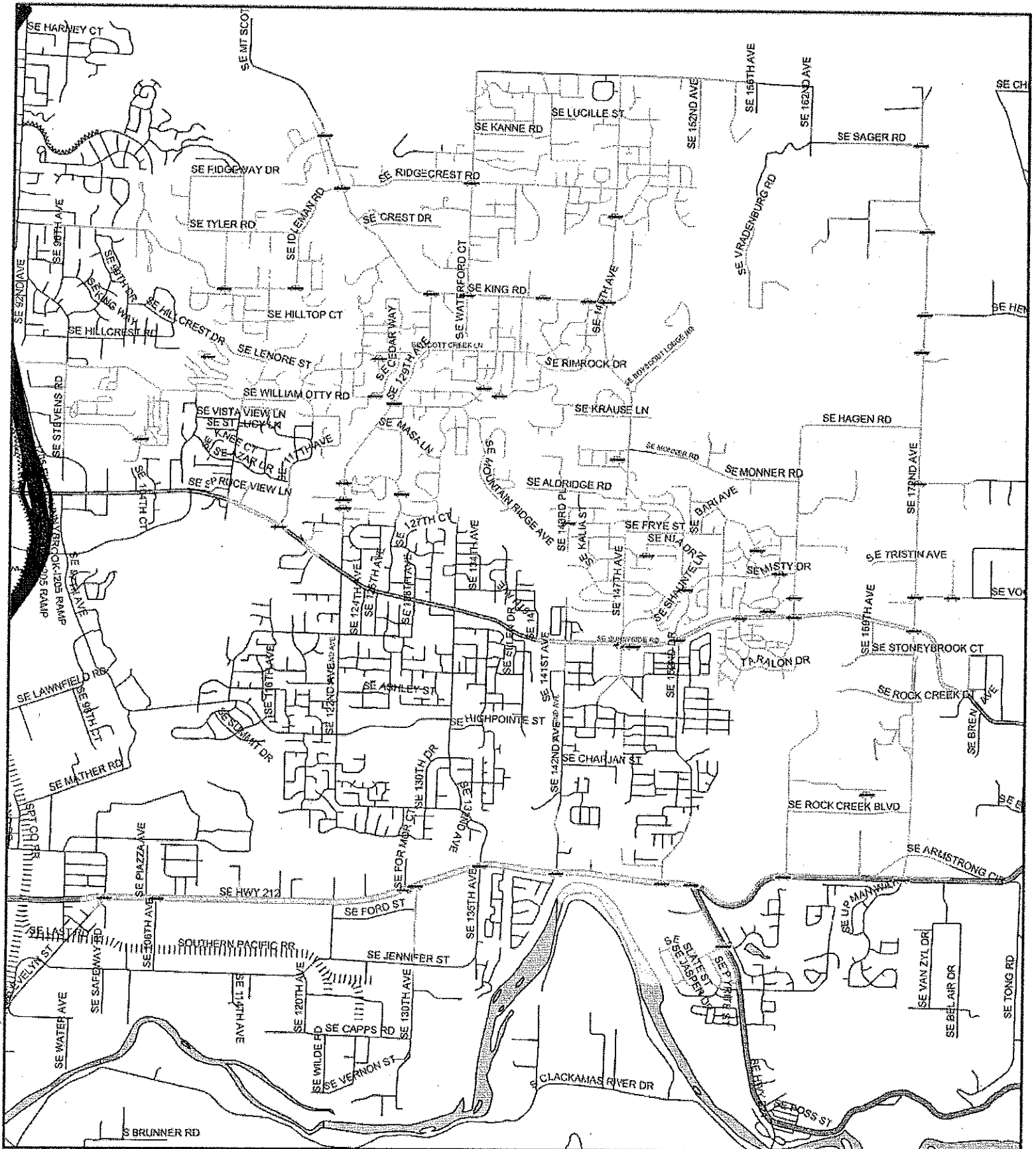
Alcohol Involved	5 11.1%	4 9.8%	9 15.0%	11 14.7%	10 9.9%
-------------------------	------------	-----------	------------	-------------	------------

Hit & Run	7 15.6%	10 24.4%	20 33.3%	19 25.3%	22 21.8%
----------------------	------------	-------------	-------------	-------------	-------------





2011 Happy Valley Accidents



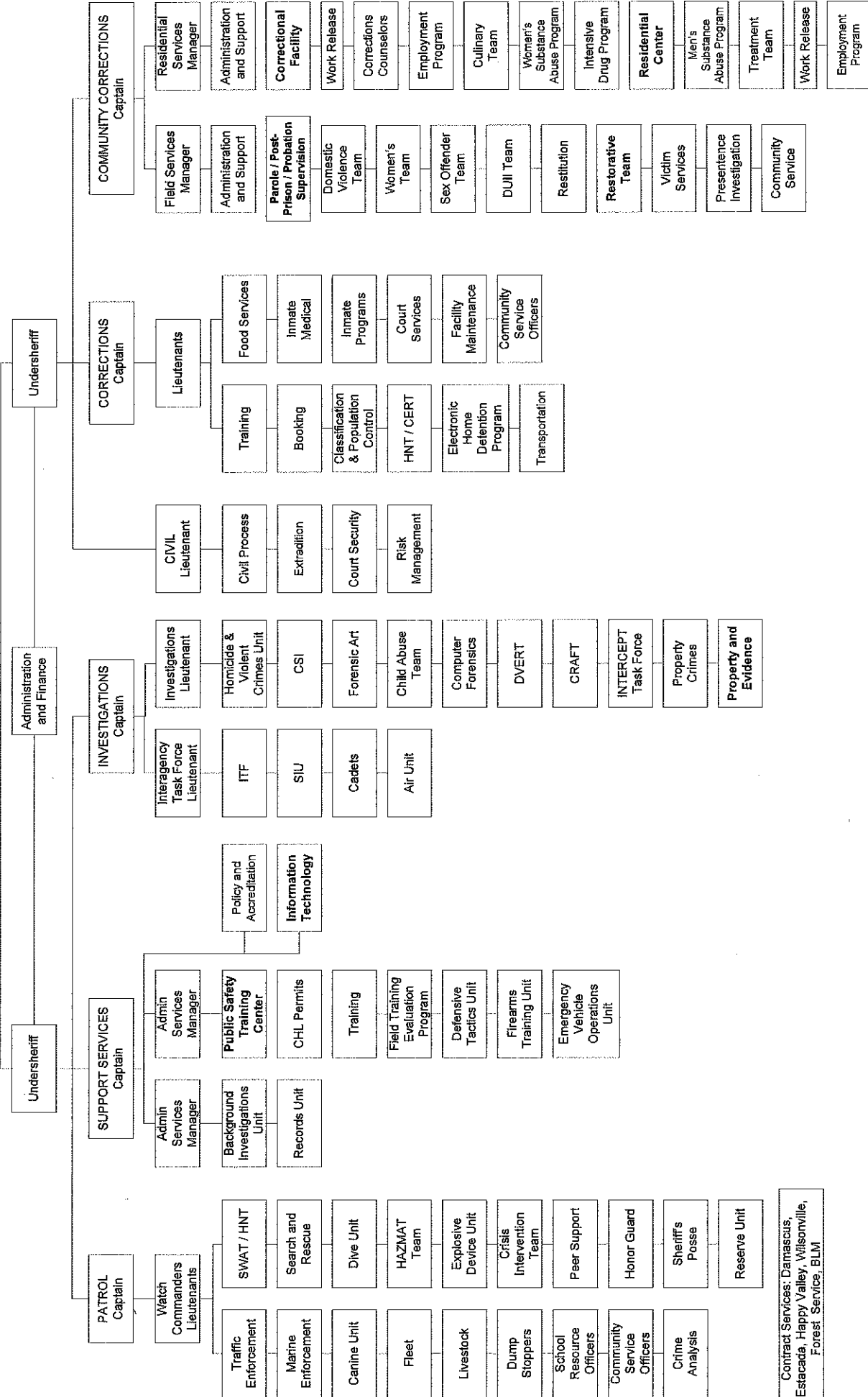
CLACKAMAS COUNTY SHERIFF'S OFFICE ORGANIZATIONAL CHART FEBRUARY 2012

Professional Standards Unit Lieutenant

Sheriff

Public Information Unit

Crime Prevention



Contract Services: Damascus, Estacada, Happy Valley, Wilsonville, Forest Service, BLM

Ellen Barnes

From: Ellen Barnes [barnes@molalla.net]
Sent: Thursday, February 16, 2012 2:50 PM
To: 'Dennis E. Metzger'
Cc: Rod Lucich
Subject: RE: MPD

Dear Mr. and Mrs. Metzger,

Thank you for taking the time to share your thoughts and observations about our police services. I agree that the department is comprised of dedicated staff who truly believe in keeping their community safe.

Disbanding a community institution, such as is a police department, is not a decision to make lightly. We are considering other options and view this as a drastic measure. This is a decision that is outside the scope of my authority; it must be made by the City Council. I will share your e-mail message with the City Council so that they can take it into consideration as they address this issue.

Regards.

Ellen Barnes, MPA, LGMC
City Manager, City of Molalla

NOTICE: This email, including any attachments thereto, is intended only for the use of the addressee(s) named herein unless otherwise indicated in the text, and may contain information that is confidential and/or legally privileged. If you believe you have received this message in error, please notify the sender by reply email, delete the message from your computer and destroy any paper copies.

From: Dennis E. Metzger [mailto:metzgerd59@molalla.net]
Sent: Thursday, February 16, 2012 2:35 PM
To: barnes@molalla.net
Subject: MPD

Ms. Barnes;

I am writing you from Arizona. Our home has been Molalla since 1969. I would like to express how strongly I feel to keep our police department intact. They are community members that truly care about their job and keeping us safe. All you have to do is read the police report weekly and know that is only the documented work they do. Please consider other options before this drastic action.

We have been committed to the betterment of our city and youth for so long, this issue is very important to us.

Thank you for listening to us.

Kathleen and Dennis Metzger
211 S Sweigle
Molalla

Ellen Barnes

From: Jim Needham [jneedham@molalla.net]
Sent: Thursday, February 16, 2012 3:44 PM
To: 'Susann Craddock'; barnes@molalla.net; mclarke@molalla.net; gpottle@molalla.net; dwolfe@molalla.net; jthompson@molalla.net; sclark@molalla.net; rogge@molalla.net
Subject: RE: Molalla Police Department

Dear Susan,

I'd like to begin by thanking you for taking the time and effort to express your thoughts. It's always gratifying to hear the concerns, perspectives, and opinions of members of the community. I thank God for the motivation of parents, like yourself, who are so dedicated to the health and well-being of their children and families.

I cannot speak for the entire Council, but I am certain that whatever decision is made regarding law enforcement in Molalla, will be made with utmost concern in preserving and protecting the well-being and safety of City and area residents while maximizing the cost-effectiveness of maintaining community services presently provided by our excellent Police Staff.

Best regards,

Jim Needham

Molalla City Councilor

2006-2012

503-312-6473

"In God We Trust"



From: Susann Craddock [mailto:cradsmg976@yahoo.com]
Sent: Thursday, February 16, 2012 2:58 PM
To: barnes@molalla.net; mclarke@molalla.net; gpottle@molalla.net; dwolfe@molalla.net; jthompson@molalla.net; sclark@molalla.net; rogge@molalla.net; jneedham@molalla.net
Subject: Molalla Police Department

Hello, My name is Susan Craddock.

I just heard that the budget cuts in the city may effect the Molalla Police Department. I am writing to let you know my thoughts on this. I am a mother of 2 special needs children, and my biggest worry for them is saftey. I believe that the Molalla Police Department is doing a great job in protecting the citizens here, I would be so upset if Molalla did not have that resource available. My oldest son is 12 and he has trouble understanding concepts and it would be a terrible thing if he were to come across the wrong person. I have to allow him to have some independence in order for him to learn the right things to do, make the right choices, and gain responsibility. I worry about that alot, but I know that if the city police were not out patrolling and keeping crime down, then I would not be able to let my son grow that way anymore, I would be enabling him to learn about independence, because I could not allow him to play in an area where saftey is not enforced. The same with my younger son Eithan. However he does understand concepts better than his older brother.

My second concern is the trail off of Hietz street. There have been alot of drug related things happening there, and they need to be taken care of. My mother in law, lives next to that trail, and I don't know how many

times, she has had to take pill bottles, pills, drugs, and other drug related items down to the police department, because they are left on the ground for anyone to pick up, or how many times she has been harassed while walking her dogs on the trail, or how many times she has had to call the police department for the things that go on there. She has seen alot down there, and witnessed alot. Who will she call if there is no police department? And what is she to do with the things she finds down there? Certainly she can't dispose of certain items herself, and she can't leave these things laying there. What if a small child where to walk by and pick it up?

Third concern I had a woman come up to my yard last spring while I was pulling weeds, and tell me there was a needle my neighbors shrubs by where my son was riding his bike. I don't know whether I was suppose to report that or not, but I know there where alot of kids out playing that day, in the same area where the syringe was. So I recovered it with gloves, and put it in a container and threw it away. I had to remove it from where the kids were playing, and to me that was the right thing to do. Now if that was something I was seeing alot of, I would have reported that, but if there is no police department here, that is unfortunately what we are going to see, and if that were to happen who would we report that to then? Would there be a new meeting then to bring back local law enforcement at a higher cost?

I will stop there, I just wanted to share my thoughts and concerns with the city.
Thankyou for your time,
Susan Craddock

Ellen Barnes

From: Nick Kelsey [kelsey.nick@gmail.com]
Sent: Thursday, February 16, 2012 6:13 PM
To: barnes@molalla.net; gpottle@molalla.net; dwolfe@molalla.net; sclark@molalla.net; rogge@molalla.net; jneedham@molalla.net
Subject: Fwd: Contracting out with Clackamas County

Dear Councilors and City Manager

Based on our past relationship as a member of the Molalla Police Department, I hope you will give some weight to my observations, even though I am not a resident.

First of all, I started in law Enforcement in 1975 with an agency (Brea CA.) that contracted to provide Police Services for an adjoining city, Yorba Linda CA. At the time Yorba Linda started contracting it had a population of about Molalla's size. Yorba Linda still contracts with Brea for Police Services even though the city has grown immensely and had a population in 2000 of over 58,000. The City has found that it is stuck with contract situation because the initial cost of starting a Police Department is very high.

Second. I was asked by then City Attorney Tom Rastetter and the City Manager of Estacada, who I knew from working for him at Philomath, OR. to look at the costs and feasibility of re-establishing the Police Department in Estacada. Several years prior the Department had been disbanded and contract services provided by the Sheriff's Office. It was found that the start up cost, with minimum equipment and personnel, would be several times the yearly contract cost. Estacada still contracts with CCSO.

Third. I was at Molalla when the Council, due to budget restraints, asked the Sheriff's Office for a proposal to contract Police Services and absorb the existing MPD staff. I was part of the analysis team that looked at the issue for then Chief Elkins and the Council, and one of the biggest factors was the decision appeared to be a one way decision. The move to contracting saved money, but the cost of re-establishing a Police Department more than offset any savings.

I have a very high opinion of CCSO, they have good people, good equipment and do good work. I think Sheriff Roberts has done an excellent job as head of the agency. CCSO provides contract services to Wilsonville, Damascus, Happy Valley and Boring and these cities seem to be quite satisfied with the services provided. However, I would assume that the initial cost of creating a Police Department is why they chose to contract, and why they still continue to contract for service.

I trust the Council will make a decision based on what meets the needs of the citizens of the town over the long-term, as this really is a decision with no turning back, except with very high costs attached.

Sincerely
Nicholas R. Kelsey
Chief of Police -Retired.

Ellen Barnes

From: Susann Craddock [cradsmg976@yahoo.com]
Sent: Thursday, February 16, 2012 6:06 PM
To: barnes@molalla.net; mclarke@molalla.net; gpottle@molalla.net; dwolfe@molalla.net; jthompson@molalla.net; sclark@molalla.net; rogge@molalla.net; jneedham@molalla.net
Subject: Re: Molalla Police Department 2nd

So I realized that I may have a corroded link. However, the safety is still a concern for me, and please take that into consideration when you make your decision. It sounds like you all are considering that yourselves as well. The other concerns are valid. I know this is a hard decision to make. I wish funding wasn't being cut in so many important areas. But I do understand these choices are made when there is no other out. Thankyou everyone who sent an e-mail back and took the time to listen. I appreciate that, and am glad that you take it seriously when someone states their concerns.

Thanks again,
Susan Craddock

From: Susann Craddock <cradsmg976@yahoo.com>
To: "barnes@molalla.net" <barnes@molalla.net>; "mclarke@molalla.net" <mclarke@molalla.net>; "gpottle@molalla.net" <gpottle@molalla.net>; "dwolfe@molalla.net" <dwolfe@molalla.net>; "jthompson@molalla.net" <jthompson@molalla.net>; "sclark@molalla.net" <sclark@molalla.net>; "rogge@molalla.net" <rogge@molalla.net>; "jneedham@molalla.net" <jneedham@molalla.net>
Sent: Thursday, February 16, 2012 2:58 PM
Subject: Molalla Police Department

Hello, My name is Susan Craddock.

I just heard that the budget cuts in the city may effect the Molalla Police Department. I am writing to let you know my thoughts on this. I am a mother of 2 special needs children, and my biggest worry for them is safety. I believe that the Molalla Police Department is doing a great job in protecting the citizens here, I would be so upset if Molalla did not have that resource available. My oldest son is 12 and he has trouble understanding concepts and it would be a terrible thing if he were to come across the wrong person. I have to allow him to have some independence in order for him to learn the right things to do, make the right choices, and gain responsibility. I worry about that alot, but I know that if the city police were not out patrolling and keeping crime down, then I would not be able to let my son grow that way anymore, I would be enabling him to learn about independence, because I could not allow him to play in an area where safety is not enforced. The same with my younger son Eithan. However he does understand concepts better than his older brother.

My second concern is the trail off of Hietz street. There have been alot of drug related things happening there, and they need to be taken care of. My mother in law, lives next to that trail, and I don't know how many times, she has had to take pill bottles, pills, drugs, and other drug related items down to the police department, because they are left on the ground for anyone to pick up, or how many times she has been harassed while walking her dogs on the trail, or how many times she has had to call the police department for the things that go on there. She has seen alot down there, and witnessed alot. Who will she call if there is no police department? And what is she to do with the things she finds down there? Certainly she can't dispose of certain items herself, and she can't leave these things laying there. What if a small child where to walk by and pick it up?

Third concern I had a woman come up to my yard last spring while I was pulling weeds, and tell me there was a needle my neighbors shrubs by where my son was riding his bike. I don't know whether I was suppose to report that or not, but I know there where alot of kids out playing that day, in the same area where the syringe was. So I recovered it with gloves, and put it in a container and threw it away. I had to remove it from where the

kids were playing, and to me that was the right thing to do. Now if that was something I was seeing alot of, I would have reported that, but if there is no police department here, that is unfortunately what we are going to see, and if that were to happen who would we report that to then? Would there be a new meeting then to bring back local law enforcement at a higher cost?

I will stop there, I just wanted to share my thoughts and concerns with the city.
Thankyou for your time,
Susan Craddock

City Of Molalla

City Council Meeting

Agenda Category: New Business

Subject: Vote to Discontinue Payment for Electronic Citation Equipment

Staff Recommendation: Motion and vote to not appropriate funds for the lease agreement

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: Will save \$554.18 per month in Police Department materials and services

Background:

The City received funding through ODOT to acquire electronic citation writing equipment. The City entered into a 60 month lease agreement with LCA Bank Corporation for the equipment. The electronic citation equipment does not integrate with our software systems. Current calculations indicate it is costing the city approximately \$28 per citation for using this equipment. LCA has agreed to release the City from the lease agreement, if Council votes to not appropriate funds for this lease.

SUBMITTED BY: Sadie Cramer, City Recorder
APPROVED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

6.E

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

City Of Molalla

City Council Meeting

Agenda Category: Ordinance

Subject: Ordinance 2012-05: An Ordinance Amending Park Hours

Staff Recommendation: Adopt the ordinance

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: NA

Background:

MMC 12.08.010 establishes hours that the public parks are available for public use. The current ordinance sets those hours from 6 am to 10 pm. During winter hours, it becomes dark much earlier than 10 pm (around 4:30). Unwanted behaviors increase with darkness. The darkness makes enforcement more difficult. Dawn to dusk hours eliminates this problem and still enables citizens maximum use of the park in the summer, when park activities are at a maximum.

SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

7.A

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

City of Molalla

ORDINANCE No. 2012-05

AN ORDINANCE AMENDING PARK HOURS

- Whereas:** Chapter 12.08.010 of the Molalla Municipal Code sets hours of use for public parks; and
- Whereas:** Park hours for all city parks currently is set between 6:00 a.m. and 10:00 p.m. daily; and
- Whereas:** In winter, daylight hours are significantly shorter with darkness beginning as early as 4:30 p.m. on some days; and
- Whereas:** Unruly, disorderly, illegal, and other unacceptable behaviors increase in the park with the onset of darkness; and
- Whereas:** Law enforcement becomes more difficult during dark hours; and
- Whereas:** It is in the interest of public safety to restrict park use to daylight hours.

Now, therefore, the City of Molalla ordains as follows:

Section 1. Section 12.08.010 Hours is amended to read as follows:

City parks shall open for public use from ~~6:00 a.m.~~ dawn to ~~10:00 p.m.~~ dusk each day. Except as otherwise provided in this chapter, no person shall use or occupy the City parks between ~~the hours of 10:00 p.m.~~ dusk and ~~6:00 a.m.~~ dawn.

Adopted this _____ day of February, 2012.

Approved:

Mike Clarke, Mayor

ATTEST this ____ day of _____ 2012.

Sadie Cramer, City Recorder

Molalla Municipal Code[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES](#)[Chapter 12.08 PARKS](#)[Article I. City Park](#)[\[remove highlighting \]](#)**12.08.010 Hours.**

City **parks** shall open for public use from 6:00 a.m. to 10:00 p.m. each day. Except as otherwise provided in this chapter, no person shall use or occupy the City **parks** between the hours of 10:00 p.m. and 6:00 a.m. (Ord. 1987-2 §1; Ord. 1974-6 §1)

City Of Molalla

City Council Meeting

Agenda Category: Ordinance

Subject: Ordinance 2012-06: An Ordinance Amending the Penalty for Violation of Sections 10.52.010 and 10.52.020 of the Molalla Municipal Code Regarding Parking Time Limitations

Staff Recommendation: Adopt the ordinance

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: Increases parking fees from \$2 per violation to \$20, with automatic doubling if not paid within 30 days. \$5 administrative fee is added to fines not paid within 30 days.

Background:

MMC 10.52.030 establishes penalties for violating parking time limitations. Currently the fine is \$2 if paid within 48 hours and \$5 if not paid within 48 hours. These fines are not a deterrent. Also, the ordinance contradicts with the citations say. It appears the citations were updated at some point, but the ordinance was not.

SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

7.B

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

City of Molalla

ORDINANCE No. 2012-06

AN ORDINANCE AMENDING THE PENALTY FOR VIOLATION OF SECTIONS 10.52.010 AND 10.52.020 OF THE MOLALLA MUNICIPAL CODE REGARDING PARKING TIME LIMITATIONS

- Whereas:** Chapter 10.52.030 of the Molalla Municipal Code establishes penalties for violating parking time limitations; and
- Whereas:** Currently those penalties are a \$2 fine if paid within 48 hours that increases to \$5 if not paid within 48 hours; and
- Whereas:** These penalties offer no deterrent and do not encourage compliance with the City's vehicle and traffic code; and
- Whereas:** The ordinance is inconsistent with fines identified on the City's parking citations; and
- Whereas:** The fines identified on the City's parking citations align with parking fines collected by other local agencies.

Now, therefore, the City of Molalla ordains as follows:

Section 1. Section 10.52.030 Penalty for violation of Sections 10.52.010 and 10.52.020 is amended to read as follows:

The penalty for violating the time limitation by overtime parking in the controlled parking zone shall be as follows:

- ~~A. Violation of parking restriction, two dollars if paid within 48 hours; and~~
~~B. Five dollars if not paid within 48 hours.~~

- A. Violation of parking restriction shall carry a fine of twenty (\$20) dollars.
B. Fine automatically doubles after thirty (30) days of issuance of the citation that has not been paid.
C. If the fine is not paid within thirty (30) days, a five (\$5) dollar administration fee will be assessed and the unpaid fines will be turned over to collections.
D. If three (3) or more unpaid parking citations accumulate on any one vehicle, the Court may order the vehicle immobilized or towed until all fines have been paid.

Adopted this _____ day of February, 2012.

Ordinance 2012-06: An Ordinance Amending the Penalty for Violation of Sections 10.52.010 and 10.52.020 of the Molalla Municipal Code Regarding Parking Time Limitations

Approved:

Mike Clarke, Mayor

ATTEST this ____ day of _____ 2012.

Sadie Cramer, City Recorder

Molalla Municipal Code

Up Previous Next Main Search Print No Frames

Title 10 VEHICLES AND TRAFFIC

Division III. Parking

Chapter 10.52 CONTROLLED PARKING ZONES

10.52.030 Penalty for violation of Sections 10.52.010 and 10.52.020.

The penalty for violating the time limitation by overtime parking in the controlled parking zone shall be as follows:

- A. Violation of parking restriction, two dollars if paid within 48 hours; and
- B. Five dollars if not paid within 48 hours. (Ord. 1975-3 §3)

MUNICIPAL COURT
117 N. MOLALLA AVE.
MOLALLA, OR 97038
PHONE 503-829-7711
Mon. - Fri. 8:30 a.m. - 5:00 p.m.

PARKING CITATION
CITY OF MOLALLA
20603

LICENSE _____ STATE _____ MAKE _____
LOCATION _____
DATE _____ TIME _____
OFFICER _____

**ALLEGED TO HAVE VIOLATED TRAFFIC ORDINANCE
BY PARKING AS MARKED BELOW:**

VIOLATION	BAIL/FINE
OVER TIME LIMIT	\$20.00
OVER SPACE LINE	\$20.00
LOADING / UNLOADING ZONE	\$25.00
TAXI / BUS ZONE	\$25.00
BLOCKING DRIVEWAY	\$25.00
ABANDONED VEHICLE	\$35.00
PARKED WRONG SIDE OF ST. / DIRECTION ..	\$25.00
NO PARKING AT ANY TIME / YELLOW CURB ..	\$25.00
PROHIBITED TIME / BIKE LANE	\$25.00
OVER CROSSWALK / SIDEWALK	\$25.00
10 FT. FROM FIRE HYDRANT	\$25.00
UNAUTHORIZED / PERMIT ZONE	\$35.00
FIRE ZONE	\$50.00
OTHER	\$
ANY VIOLATION NOT LISTED	\$25.00

Bail is the fine, if no court appearance is requested. If court appearance / dispute is desired, you must appear personally at the Municipal Court, 117 N. Molalla Ave., Molalla, OR 97038. Monday through Friday 8:30 a.m. to 5:00 p.m. Make Checks or Money Orders payable to: Municipal Court.

All disputes must meet requirements outlined above or request will not be considered. Bail / Fine automatically doubles after thirty (30) calendar days of issuance of citation. If the bail / fine is not paid within thirty (30) days, a twenty-five dollar (\$25) administration fee will be assessed and the vehicle in violation will be ordered immobilized and / or towed at owner's expense. Unpaid fines will be turned over to collections.

NOTE: To insure proper credit this notice must accompany payment.

CBF950630D

TO EXPOSE ADHESIVE REMOVE LINER

EXPOSE ADHESIVE REMOVE LINER

TO EXPOSE ADHESIVE REMOVE LINER

TO EXPOSE ADHESIVE REMOVE LINER

EX

TO EXPOSE ADHESIVE REMOVE LINER

EXPOSE ADHESIVE REMOVE LINER

City Of Molalla

City Council Meeting

Agenda Category: Ordinance

Subject: Ordinance 2012-07: An Ordinance Granting a Nonexclusive Franchise to WaveDivision VII, LLC to Construct, Operate and Maintain a Cable Television System in the City of Molalla and Declaring an Emergency

Staff Recommendation: Adopt the ordinance

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: The City budgeted \$25,000 in revenue from the cable franchise for FY 2011-12. Last year (FY 2010-11), the City received \$32,691 in cable franchise fees.

Background:

On April 12, 2006, the City entered into a cable franchise agreement with WaveDivision IIV, LLC, pursuant to which, the City granted a cable television franchise to Wave to construct, maintain and operate a cable television system throughout the City. That franchise fee was 5% of the total gross revenues derived from operation of the cable system. This agreement expired on December 11, 2011. Subsequently, the City and Wave entered into two agreement extensions to enable the parties to come to agreement on terms for a franchise renewal. This renewal is for a term of 12 years with the fee remaining at 5%. Cable access also is being provided to the Adult Center and the Aquatic Center. Instead of listing all the public facilities receiving service, Wave requests a side letter agreement.

SUBMITTED BY: Ellen Barnes, City Manager

ADMIN USE ONLY

Agenda Item

7.C

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

Ellen Barnes

From: Heather Martin [Heather@gov-law.com]
Sent: Friday, February 10, 2012 9:11 AM
To: Ellen Barnes
Subject: Wave Franchise
Attachments: Wave Franchise (Draft) (00123184-6).DOCX; Molalla Franchise Renewal - Public Facility Service Side Letter (00194957-2).DOC

Hi Ellen,

Attached is a final version of the Wave franchise agreement and a side letter from Wave. The only major change from the last version you (and the Council) saw is that instead of listing all of the public facilities it would provide service to in the franchise they wanted to do a side letter agreement. They have been pushing this issue with all of the cities that we represent. The language in the franchise (Sec 8) still hold them to the letter through the term of the franchise which was my major concern.

Either way I wanted to pass the letter along to make sure the City was ok with this approach. If so, I will finalize the letter and get final copies of both to Sadie for the next meeting agenda/packet.

Please let me know if you have any questions.

Thanks.

Heather

Heather Martin
BEERY ELSNER & HAMMOND, LLP
1750 SW Harbor Way, Suite 380
Portland, OR 97201
t (503) 226 7191 | f (503) 226 2348
www.gov-law.com

Caution! This communication may contain a privileged attorney-client communication or attorney work product. Please do not distribute, forward or retransmit without prior approval. If you have received this e-mail by mistake, please notify me by reply e-mail and delete all copies.



Please consider the environment before printing this email.

ORDINANCE NO. 2012-07

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO WAVE DIVISION VII, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF MOLALLA AND DECLARING AN EMERGENCY

THE CITY OF MOLALLA ORDAINS AS FOLLOWS:

Section 1. Short Title. This Ordinance shall be known as the "Cable Television Franchise Ordinance."

Section 2. Definitions. For the purpose of this Ordinance, the following terms shall have the respective meanings assigned to them herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory; the word "may" is permissive.

- (1) "Access" or "Community Access" or "Public Educational and Government (PEG) Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Cable System to acquire, create and distribute non-commercial programming not under Grantee's control.
- (2) "Access Channel" or "Public, Educational or Government Access (PEG) Channel" means any channel or portion of a channel utilized for non-commercial programming, where any member of the general public or any organization may be a programmer, without charge by the Grantee.
- (3) "Affiliate" when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.
- (4) "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.
- (5) "Cable Act" means collectively the federal Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1966, as may be amended from time to time.
- (6) "Cable Service" means a) one-way transmission to subscribers of video programming or other programming service; and b) subscriber interaction, if any, which is required for the selection of use of such video programming or other programming service as defined by the Cable Act.
- (7) "Cable System" shall have the meaning specified in the definition of "Cable System" in the Cable Act. In every case of its use in this Franchise, unless

otherwise specified, the term shall refer to the Cable System constructed and operated by the Grantee in the City under this Franchise.

- (8) "City" is the City of Molalla, Oregon.
- (9) "City Council" is the City Council of the City of Molalla, Oregon.
- (10) "Franchise" or "Franchise Agreement" means the authorization granted by this document, or renewal thereof (including renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system. Unless otherwise specified, "Franchise" shall designate this agreement, including all referenced material, adopted in the appropriate manner by the City.
- (11) "Franchise Area" means the area within the jurisdictional boundaries of the City of Molalla, Oregon.
- (12) "Grantee" is WaveDivision VII, LLC, including its lawful successors or assigns.
- (13) "Gross Revenues" means all amounts received by the Grantee, or any Affiliate in whatever form and from all sources, derived from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area in accordance with Generally Accepted Accounting Principles. Gross Revenues shall include all Cable Services, premium services, receipts obtained from advertising, commissions on sales of goods or services by third parties utilizing the Cable System (e.g., home shopping networks), installations, leasing, renting or selling of system capacity, and all other revenues derived from the operation of Grantee's Cable System to provide Cable Services, regardless of whether initially recorded to another entity and however characterized."

Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues.

"Gross Revenues" shall not include: (1) revenues received from Grantee or by any Affiliate or other Person in exchange for supplying goods or services used by Grantee to provide Cable Service over the Cable System; (2) any tax of general applicability imposed upon the Grantee or upon Subscribers by a city, state, federal or other governmental entity and required to be collected by Grantee and remitted to the taxing entity; (3) bad debt written off by Grantee in the normal course of its business, provided however, that bad debt recoveries shall be included in Gross Revenue during the period collected; (4) refunds, rebates or credits to Subscribers; (5) reimbursement by programmers of marketing costs

incurred by Grantee for the introduction of new programming pursuant to a written marketing agreement; (6) Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; (7) any revenue of Grantee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue that represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue; or (8) any sales or capital assets or sales of surplus equipment .

- (14) "Head-end" means a facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors and all other related equipment and facilities.
- (15) "Person" is any corporation, partnership, proprietorship, individual, firm, Grantee or organization of any kind.
- (16) "Residential Network" means a cable communications network designed principally for the delivery of entertainment, community access and/or interactive services to individual dwelling units.
- (17) "System Services" or "Services" shall mean all of the services provided by Grantee or available to Grantee to provide through its Technical Facilities by the grant of this franchise, and shall include, but not be limited to, the distribution of cable television and radio signals.
- (18) "Streets and Public Ways" shall mean the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the Franchise Area, and any easements, rights of way or other similar means of access to the extent City has the right to allow Grantee to use them.
- (19) "Subscriber" means any Person who elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of, or in connection with, the Cable System, and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee's Cable System.
 - (a) "Residential Subscriber" means any Person who contracts individually for Cable Service to a residence, whether that residence is a single-family unit or located in a multiple dwelling unit.
- (20) "Technical Facilities" or "Facilities" shall mean all real property, equipment, and fixtures used by Grantee in the distribution of its services through its system, whether located in City or out, and includes, but is not limited to, poles, cables, wires, microwave transmitters, antennas, and amplifiers.

Section 3. Grant of Authority. City grants to Grantee a non-exclusive, revocable franchise for an Initial Term of twelve (12) years from and after the effective date hereof the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over, and under the streets, alleys, and public ways now laid out or dedicated, and all extensions thereof, and additions thereto, in the City, poles, wires, cables, conduits, and other Technical Facilities necessary for the construction, maintenance, and operation in the City of Molalla of a Cable System for the purpose of providing Cable Services. This franchise constitutes the authority, right, privilege and obligation to provide cable services over the cable system as required by the provisions of this Franchise Agreement and nothing herein shall be deemed to prohibit Grantee from providing other lawful services. This franchise is not exclusive, and the City reserves the right to grant a similar use of streets, alleys, public ways, and places to any other person at any time during the period of this franchise; provided, however, that any such grant to a cable operator shall not be on terms or conditions materially less burdensome or restrictive than those contained in this Ordinance to the extent required by law.

Section 4. Laws, Rules and Regulations.

The Grantee shall comply with all applicable and lawful federal and state laws and published regulations, including regulations of any administrative agency thereof, as well as all lawful, published, general ordinances, resolutions, rules and regulations of the City heretofore or hereafter adopted or established during the term of this franchise, provided that any such lawful, published, ordinances, resolutions, rules and regulations of the City hereafter adopted or established shall not conflict or interfere with the existing rights of the Grantee hereunder.

Section 5. Grantee Liability, Indemnification of City, and Insurance.

(1) Grantee shall, at all times, conduct its operations under this franchise, including installation, construction, or maintenance of its facilities, in a safe and competent manner, so as not to present a danger to the public or City.

(2) Grantee shall pay, save harmless, and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee, in the construction, operation, or maintenance of its Technical Facilities and System Services unless such loss or claim was caused by the negligence or willful misconduct of the City.

(3) This franchise shall be conditioned upon Grantee maintaining a comprehensive liability insurance policy, which shall contain the following provisions:

(a) Combined bodily injury and property damage policy limits of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each occurrence. The insurance shall be equal to or better than commercial general liability insurance.

(b) A designation of City, its officers, agents, and employees, as additional insureds for liability arising from or in connection with this franchise.

(4) Evidence of Workers' Compensation insurance that includes State of Oregon Statutory Limits, and Employer's Liability under the Oregon Tort Claims Act.

(5) Upon filing the acceptance required, the Grantee shall, at its sole expense, obtain and file with the City, a corporate surety bond or other adequate surety agreement in the amount of Ten Thousand Dollars (\$10,000), certifying that Grantee will observe, fulfill, and perform each term and condition of the franchise. The bond required herein shall be maintained during the full term of the franchise, or any renewal.

(6) Certificates evidencing insurance as described in this franchise shall be deposited with City upon acceptance of this franchise. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section within the terms of this Franchise, Grantee shall provide an equivalent or better replacement policy as soon as reasonably practicable. Grantee agrees to maintain continuous, uninterrupted insurance coverage in the amounts required for the duration of this Franchise.

Section 6. System Design and Performance Requirements. For the term of this franchise, Grantee shall construct, operate, and maintain its Technical Facilities and provide System Services and performance as follows:

(1) The Cable System shall include a Residential Network. The System shall have bi-directional communications capability and addressability, be capable of passing a minimum of 750 MHz in all portions of the system, and be designed in a hybrid fiber coaxial configuration with no more than five hundred (500) homes served from any fiber node, at the time of the initial completion of the upgrade and commencement of service. Such upgrade to these identified performance standards shall be completed throughout the City so that full service is available to all customers no later than December 31, 2012.

(2) The residential Cable System shall have the capability of delivering a minimum of one hundred twenty (120) activated Channels in the Franchise Area currently served, as well as those areas newly activated during the term of this Agreement.

(3) Grantee shall provide the system capability to provide video interrupt and audio alert on all System channels for emergency purposes, and allow transmission of an emergency alert message to all subscribers. This capability shall be consistent with the requirements of Part 11 of the regulations of the Federal Communications Commission ("FCC"). Emergency alert capability as required in this Section shall be operational throughout the term of the Franchise.

(4) Grantee shall provide standby power generating capacity at the Cable System Headend and hubs capable of providing emergency operation for at least eight (8) hours, and shall maintain standby power system supplies, rated at least at two (2) hours duration, throughout the trunk and distribution networks.

(5) Grantee shall provide Subscribers (by sale or lease or otherwise), upon request, with a manual or electronic parental control locking device that permits inhibiting the viewing of

any channel, consistent with 47 U.S.C. § 544(d)(2). Subscribers shall be notified by Grantee of the availability of the locking device no less frequently than annually.

(6) The Grantee shall meet the requirements of the FCC Rules and Regulations, Part 76, Subpart K (Technical Standards), as now or hereafter constituted.

(7) Performance Testing.

(a) Upon request, Grantee shall advise City of schedules and methods for testing the Cable System to determine compliance with the provisions of applicable FCC technical standards. Representatives of City may witness tests, and copies of written test reports shall be made available to City upon request.

(b) As required by FCC Rules, Grantee shall conduct proof of performance tests and cumulative leakage index tests designed to demonstrate compliance with FCC requirements. Grantee shall also conduct all other tests reasonably necessary to determine compliance with technical standards required by this Franchise. Grantee shall provide City a written copy of the results of such tests upon request.

(c) The City shall have the right to inspect any and all work performed in the Streets and Public Rights of Way. In addition, for initial and semi-annual FCC proof of performance tests, the City shall be given the opportunity by Grantee to review test sites. Upon City's request, Grantee shall notify the City of the time and place of the next scheduled test and shall cooperate in facilitating the City's witnessing at the time of the tests. The City may, at its own expense and upon thirty (30) days' written notice to Grantee, conduct independent tests of the System, for which Grantee shall give its fullest cooperation.

(d) It shall be the responsibility of the Grantee to document that the System and its operation are in compliance with FCC technical specifications and performance requirements. The responsibility includes tests in response to subscriber complaints, which test results shall be provided to the City upon request. The FCC's technical standards shall govern the protocols for all such testing. Written records of all system test results performed by or for the Grantee shall be maintained for a period of two (2) years and shall be available for City inspection upon request.

(e) In any case where System testing reveals non-compliance with FCC standards, the Grantee shall repair the System or make whatever modifications are necessary to bring the System performance into compliance with FCC standards within a reasonable period of time to be determined by the City.

Section 7. Conditions on Street Occupancy.

(1) Erection of Poles. If additional poles in an existing aerial utility system are required, the Grantee shall negotiate with the utility company or provider for the installation of needed poles. Grantee shall not erect, for any reason, any pole on or along any street or public way in an existing aerial utility system unless approved by the City. The Grantee shall negotiate

the lease of pole space and facilities from the existing pole owners for all aerial construction, under mutually acceptable terms and conditions, and shall comply with all applicable, lawful ordinances, resolutions, rules and regulations of the City.

(2) Repair and Restoration. Whenever the Grantee shall disturb the surface or otherwise damage any street, alley, public highway, other public way or ground for any purpose mentioned herein, it shall repair and restore the same to the condition in which it was prior to the opening or other damage thereof. And when any opening is made by the Grantee in any hard surface pavement, in any street, alley, public highway or other way, the Grantee shall promptly refill the opening and restore the pavement to its original condition. The City may refill and/or repave in case of neglect of the Grantee, provided that City first notifies and provides Grantee fifteen (15) days to cure unless additional time is granted by the City. The cost thereof, including the cost of inspection, supervision and administration shall be paid by the Grantee. All excavations made by the Grantee in the streets, alleys, public highways or other ways shall be properly safeguarded for the prevention of accidents. The work hereby required shall be done in strict compliance with the rules, regulations and codes of City as now or hereafter in effect.

(3) Temporary Relocation of Facilities. Grantee shall, upon receipt of seven (7) days' written notice from anyone desiring to move a building or other object according to City ordinances regulating the moving of buildings, arrange to temporarily raise, lower, or otherwise move its facilities to permit the moving of buildings or other objects, if the person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its facilities; provided that, if the City is the party requesting the temporary relocation, the relocation shall be done at the expense of the Grantee.

(4) Standards. Grantee shall comply with all federal, state and local safety requirements, laws, rules and regulations and deploy all necessary devices as required by applicable law during construction, operation and repair of its System. The Grantee shall arrange its lines, cables and appurtenances on both public and private property in such a manner as not to cause unreasonable interference, as determined by the City, with the use of said public or private property by any person.

(5) Tree Trimming. In the conduct of its business, it may be necessary for Grantee, at its own expense, to trim trees or other vegetation in order to provide space for its facilities. Tree or vegetation trimming shall be done only in accordance with the codes and other rules and regulations of the City and if the tree or vegetation is located on private property, with the permission of the owner of the property on which the tree or vegetation stands. Nothing contained in this franchise agreement shall be deemed to empower or authorize Grantee to cut, trim or otherwise disturb any trees or other vegetation whether ornamental or otherwise.

(6) Reservation of Street Rights. Nothing in this franchise agreement shall be construed to prevent any public work of the City, including without limitation constructing sewers, grading, paving, repairing and/or altering any street, alley, or public highway, or laying down, repairing or removing water mains or maintaining, repairing, constructing or establishing any other public property. If any property of the Grantee shall interfere with the construction or repair of any street or public improvement, whether it be construction, repair or removal of a

sewer or water main, the improvement of a street or any other public improvement, then on reasonable notice from the City all such property including poles, wires, conduits or other appliances and facilities shall be removed, replaced or relocated in a timely manner as shall be directed by the City, so that the same shall not interfere with the public work of the City, and such removal, replacement or relocation shall be at the expense of the Grantee. The City shall not charge Grantee for any permits required for such removal, replacement or relocation and the City will treat all similarly situated providers in a comparable manner. In the event of failure, neglect or refusal of the Grantee to relocate its facilities or to repair, restore, or reconstruct such street, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by the Grantee.

(7) Street Vacation and Abandonment. In the event any street, alley, public highway or portion thereof used by the Grantee shall be vacated by the City, or the use thereof discontinued by the Grantee, during the term of this franchise, the Grantee shall remove its facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. At the time of removal thereof the Grantee shall restore, repair or reconstruct the street area where such removal has occurred, and place the street area where such removal has occurred in such condition as may be reasonably required by City. In the event of failure, neglect or refusal of the Grantee, to remove its facilities or to repair, restore, or reconstruct such street, damage, following thirty (30) days notification, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by the Grantee.

(8) Undergrounding.

(a) Cable must be installed underground where:

- i. all existing utilities are placed underground,
- ii. required by statute or an ordinance, or other regulation lawfully imposed by the City,
- iii. overhead utility lines are moved underground (Grantee shall bear the cost of such movement of its facilities unless specific exemption is given by City in any individual case or unless preemptive state or federal law or regulation provides otherwise),
- iv. Grantee is unable to get or maintain proper clearances,
- v. underground easements are obtained from developers of new residential areas, or;
- vi. utilities are overhead but residents prefer underground (undergrounding is to be paid by the residents, which shall be provided by the Grantee to the residents at cost).

(b) Grantee shall use conduit or its functional equivalent on one hundred percent (100%) of undergrounding, except for drops from pedestals to subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other

utility companies or providers, common trenches for underground construction wherever available.

(9) **Emergency.** In the event of an emergency, or when the cable equipment creates or is contributing to an imminent danger to health, safety or property, the City may remove or relocate Grantee's cable system without prior notice. Subject to the limits of the Oregon Torts Claims Act and the Oregon Constitution, City will defend, indemnify and hold Grantee harmless for any negligent actions or gross negligence by City's employees or agents pursuant to this Subsection (9).

Section 8. Cable Service to Public Facilities. Grantee will provide service to public facilities for the term of this Franchise pursuant to a separate agreement negotiated by the City and Grantee.

Section 9. Discriminatory Practices Prohibited. Grantee shall make its System Services available to all citizens of City without discrimination and shall not give any preference or advantage not available to all persons similarly situated.

Section 10. Extension of System Services. Grantee shall extend the services of its system to all citizens of the City within the limits of the system's Technical Facilities.

Section 11. Transfer of Franchise. Subject to Section 617 of the Cable Act (47 U.S.C Section 537), no transfer of the Franchise or change in control of Grantee shall occur without the prior written consent of City, provided that such consent shall not be unreasonably withheld, delayed or conditioned.

If the Grantee wishes to transfer this franchise, the Grantee and the City shall proceed pursuant to Section 617 of the Cable Act and related rulemakings of the FCC. In any event, Grantee shall give the City written notice of the proposed transfer, and shall request consent of the transfer by the City. Grantee shall furnish all information required by law and/or reasonably requested by the City with respect to the consideration of the franchise. For the purpose of determining whether it will consent to such transfer, the City may inquire into the legal, financial and technical qualifications of the prospective transferee to perform the obligations of the Grantee under this franchise agreement. The Grantee shall assist the City in any such inquiry by providing all information reasonably requested in writing by the City that is reasonably necessary to determine the legal, financial and technical qualifications of the proposed transferee in order to determine whether it will consent to the proposed transfer.

In cases where the City finds it inappropriate to give unconditional consent to the proposed transfer, the City may offer its consent upon such terms and conditions as it deems appropriate, related to the qualifications of the prospective transferee to perform the obligations of the Grantee under this franchise; provided however, any such terms and conditions so attached shall be related to the legal, financial and technical qualifications of the proposed transferee and to the resolution of outstanding and unresolved issues of Grantee's noncompliance with the terms and conditions of the Franchise. Any transfer of ownership affected without the written consent of the City shall render this franchise subject to revocation. The City shall have one

hundred twenty (120) days to act upon any request for approval of a transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and by the City. If the City fails to render a final decision on the request within said one hundred twenty (120) days, the request shall be deemed granted unless the Grantee and the City agree to an extension of time.

The Grantee, upon the execution of the transfer documents, shall within thirty (30) days thereafter file with the City a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, lease, mortgage, assignment or transfer, certified and sworn to as correct by the Grantee.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall within thirty (30) days after the execution of the transfer documents, file such certified copy as is required.

The Grantee may, without obtaining prior consent of the City, from time to time (a) assign or transfer its assets, including the Franchise to a parent or affiliate of Grantee; (b) restructure its debt or change the ownership interests among its affiliates (c) pledge or grant a security interest in its assets, including but not limited to the Franchise, or of interests in the Grantee to any lenders(s) for purposes of securing indebtedness. However, the cable communications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this franchise.

The requirements of this Section shall not be deemed to prohibit the sale of tangible assets of the cable system in the ordinary conduct of the Grantee's business without consent of the City.

Section 12. City Rights in Franchise.

(1) Public, Educational and Governmental Access. During the term of the franchise, Grantee shall allow the City and all subscribers in the franchise area to access Grantee's public, educational and governmental ("PEG") access channels, and the studio and equipment associated therewith. The channels on which PEG programming currently is carried are, CH-5 OCTS Public Access, CH-15 City of Canby Government Channel, and CH-18 Clackamas Community College.

(2) At any time during the term of this Franchise, the City may determine it is in the community's interest to originate a digital PEG Access Channel. If the City desires to establish a digital Access Channel and can demonstrate that it has at least forty-eight (48) hours of per-week programming on the Access Channel (including the first repeat programming) then upon one hundred twenty (120) days written notice from the City, Grantee shall make available one digital Access Channel. Within thirty (30) days of a written request by the City and no sooner than thirty (30) days after the City has demonstrated that it has at least forty-eight (48) hours of programming per week, Grantee agrees to enter into good faith negotiations to reach an agreement whereby the Grantee will pay a PEG Access fee to the City to be determined on a per-subscriber or lump-sum basis and to be used consistent with federal law. Prior to entering into good faith negotiations, the City agrees to identify costs associated with the origination of a PEG

Access Channel including but not limited to equipment, facility and operating costs and to provide such costs to Grantee for its review. Both parties agree that a separate agreement will be reached regarding the amount of PEG Access fees that may be passed through to subscribers to support the PEG Access Channel. Any agreement reached between the parties shall be memorialized in writing as an amendment to this Franchise.

(3) City Inspection. The City shall have the right to inspect all construction or installation work performed within the Franchise Area and to make such inspections and tests as it shall find necessary to ensure compliance with the technical standards required by this franchise. City shall notify Grantee on times and location of inspection and Grantee representative shall have the opportunity to accompany City during any inspection.

(4) City Acquisition of the Cable System. The parties shall be subject to the provisions of 47 U.S.C. 547 (Section 627 of the Cable Act) as amended from time to time. It is not intended that this Franchise diminish the rights of either City or Grantee under Section 627 of the Act, and any provision of this Franchise that purports to diminish such right shall be deemed superseded by the Act.

Section 13. Franchise Fee.

(1) As compensation for the Franchise granted by this Ordinance, and in consideration of permission to use the streets and public ways of the City for the construction, operation and maintenance of a Cable System and to defray the costs of franchise regulation, Grantee shall pay to City an amount equal to five percent (5%) of the Gross Revenues, as defined in this franchise, collected by Grantee for its System Services to customers in the City served by this franchise. Payment of the franchise fee under this Franchise shall not exempt Grantee from the payment of any tax, fee or assessment of general applicability that may be imposed by City.

(2) The fee required by this Section shall be due and payable quarterly, in arrears, not later than forty-five (45) days following the end of each fiscal quarter. Any payment not made when due shall bear interest at a rate equal to the legal interest rate in the State of Oregon.

(3) With each payment, Grantee shall furnish the City Recorder with a written statement executed by an officer of Grantee, or designee, verifying the amount of Gross Revenues of Grantee within the Franchise Area for the period covered by payment, computed on the basis set out in subsection (1) of this Section. The City shall have the right to audit the amount of any payment made pursuant to this franchise consistent with Subsection (7) herein.

(4) City's acceptance of any payments due under this Section shall not be considered a waiver by City of any breach of this franchise.

(5) Bundling. If Cable Service subject to the franchise fee required under this Franchise are sold to Subscribers in conjunction with non-Cable Services, the franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Grantee in accordance with applicable FCC or state rules, regulations, standards or orders. Grantee shall not allocate revenue between Cable Services and non-Cable Services for the

purpose or with the intent of evading or substantially reducing Grantee's franchise fee obligations to City.

(6) The Grantee shall at all times during the term of this Franchise maintain on file, an up-to-date list of all affiliated entities receiving Gross Revenues as such revenues are defined in this Franchise.

(7) The City shall have the right to perform, or cause to have performed, a formal audit or a professional review of the Grantee's books and records, and, for the specific purposes of an enforcement effort, the books and records of any parent or affiliate company, for the purpose of determining the gross receipts of the Grantee generated in any manner through the operation of the Cable System under this Ordinance and the accuracy of amounts paid as franchise fees to the City by the Grantee, provided that any audit or review must be commenced not later than three years after the date on which franchise fees for any period being audited or reviewed were due. As part of any such audit, Grantee shall, upon request, identify for the City the amount collected by the Grantee or any parent or affiliate of the Grantee from the use of Grantee's Cable System under this Ordinance to provide Cable Services. The cost of any such audit or review shall be borne by the City, except that if it is established that the Grantee has made underpayment of five percent (5%) or more in franchise fees for any period required by this Ordinance, then the Grantee shall, within thirty (30) days of being requested to do so by the City, reimburse the City for the cost of the audit up to Seven Thousand Dollars (\$7,000).

Section 14. Rates. The City reserves its rights to regulate the Grantee's rates charged to its subscribers to the fullest extent permitted under federal and state law. Throughout the term of this Franchise, Grantee shall give all subscribers at least thirty (30) days notice of proposed rate changes, as required by FCC. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns. Grantee shall apply non-discriminatory rates and charges to all subscribers purchasing similar services, regardless of race, color, creed, sex, marital or economic status, age, national origin, sexual preference, or neighborhood of residence, except as otherwise provided herein and to the extent permitted by law; provided that nothing in this Franchise shall prevent the Grantee from establishing discounted rates and charges for low-income or elderly subscribers, or from temporarily reducing or waiving rates and charges in connection with promotional campaigns.

Section 15. Consumer Protection Standards. The Grantee shall meet minimum Federal Consumer Protection Standards.

(1) The Grantee shall maintain an office or customer service location within Clackamas County that is capable of accepting payments and accepting customer equipment. The office/customer service location must be adequately staffed for subscribers to make payments and drop off equipment not less than forty (40) hours per week, and until at least 7:00 p.m. at least one night per week.

(2) Toll-free telephone lines, either staffed or with answering capability, providing at least emergency referral information, must be operational twenty-four (24) hours a day, including weekends and holidays.

(3) The Grantee shall maintain, on average as verifiable by statistical data:

(a) Sufficient customer service staff and telephone line capacity to handle normal call volume with a minimum of delay to customers. Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(b) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds. Grantee may use an Automated Response Unit ("ARU") or Voice Response Unit ("VRU") in answering and distributing calls from customers. If a call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(4) Service and Repair Calls.

(a) Under normal operating conditions, at least ninety-five percent (95%) of the time measured on a quarterly basis, requests from subscribers for repair and maintenance service must be responded to, and repairs must commence within twenty-four (24) hours or prior to the end of the next business day, whichever is earlier. Repair and maintenance for service interruptions or other repairs not requiring on-premises work must be completed within twenty-four (24) hours under normal circumstances. All other repairs should be completed within seventy-two (72) hours under normal circumstances.

(b) Under normal operating conditions, at least ninety-five percent (95%) of the time measured on a quarterly basis, as a normal operating procedure, upon subscriber request, the Grantee shall offer either a specific appointment time or a pre-designated block of time (not to exceed four hours) for subscriber service appointments to be scheduled Monday through Saturday in the morning, the afternoon, and after 5:00 p.m. The Grantee shall not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If a Grantee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(c) With regard to the needs of mobility-limited customers, upon subscriber request, the Grantee shall arrange for pickup and/or replacement of converters or other company equipment at the subscriber's address, or else a satisfactory equivalent (such as the provision of a postage-prepaid mailer) shall be provided. It is further the intent of Grantee to accommodate customers' working schedules by arranging, upon customer request, for pickup and/or replacement of converters or other company equipment at the customer's address.

(d) Under normal operating conditions, at least ninety-five percent (95%) of the time measured on a quarterly basis, where the service requested is installation of service, standard installations shall be performed by the Grantee within seven (7) business days after an order has been placed. "Standard" installations, for the purposes of this section, shall mean those installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(5) Credits Upon Outage. Except for planned outages where subscribers are provided reasonable notification in advance, upon a subscriber's request the Grantee shall provide a pro-rated 24-hour credit to the subscriber's account for any period of four hours or more during which that subscriber experienced the effective loss or substantial impairment of video or audio service on the system.

Section 16. Grantee Records and Reports. Grantee shall keep accurate books of accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce its books of account for inspection by the City at any time during normal business hours and the City may audit Grantee's books from time to time. The City may require periodic reports from Grantee relating to its operation and revenue within the City.

Section 17. System Data. Grantee shall maintain, at an office located in Woodburn, all current maps and other operational data relating to its system operations in the City of Molalla. The City may inspect these maps and data at any time during normal business hours.

Section 18. Termination of Franchise. Upon the failure of Grantee, after sixty (60) days' notice and demand in writing to perform promptly and fully each and every term, condition, or obligation imposed upon it, according to this Ordinance, the City Council may, at its option and in its sole discretion, which discretion shall be reasonably applied, terminate this franchise.

Section 19. Remedies Not Exclusive; Waiver. All remedies under this franchise, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this franchise, including termination of the franchise, are not exclusive and the City reserves the right to enforce penal provision of any Ordinance and also use any remedy available at law or in equity. Failure to enforce any provision of this franchise shall not be construed as a waiver or a breach of any other term, condition, or obligation of this franchise.

Section 20. Duration. The term of this franchise and all rights, privileges, obligations, and restrictions pertaining thereto shall be for a period of twelve (12) years from the effective date through February ____, 2024, unless extended or terminated sooner as hereinafter provided.

Section 21. Effective Date. The effective date of this franchise shall be February ____, 2012 unless Grantee fails to file an unconditional written acceptance of this franchise and post the security required hereunder within thirty (30) days of approval of this franchise by the Molalla City Council. In either event, this franchise shall be null and void and any and all rights

of Grantee to own or operate a Cable System within the Franchise Area under this Ordinance shall be of no force or effect.

Section 22. Constitutionality. If any Section, subsection, sentence, clause or portion of this Ordinance is, for any reason, held invalid or rendered unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the constitutionality of the remaining portion hereof. If, for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee payable under this franchise.

Section 23. Emergency Clause. This Ordinance, being necessary for the immediate preservation of the public peace, health, and safety, in that the City needs to have in place a continuous regulation of its rights of way and cable franchise granted to Grantee, as extended, is set to expire on March 3, 2012. Therefore, an emergency is declared to exist, and this Ordinance shall take effect immediately to that date.

READ by title only for the first time and approved by the City Council, City of Molalla, Oregon, at its meeting on the _____ day of February, 2012.

READ for the second time by title only and adopted by the City Council, City of Molalla, Oregon, at its meeting on the _____ day of February, 2012.

CITY OF MOLALLA, OREGON

By: _____
Mike Clarke, Mayor

ATTEST:

By: _____
Sadie Cramer
City Recorder

APPROVAL OF FORM:

By: _____
Heather R. Martin

EXHIBIT A: ACCEPTANCE AND PROMISE

City of Molalla
117 N. Molalla Ave.
PO Box 248
Molalla, OR 97038
Attn: Finance Director

To: City of Molalla

1. Grantee, through its authorized representative below signed does hereby submit this Letter of Acceptance and Promise.
2. The signatory to this letter has full authority to make the statements and representations in this letter on behalf of the Grantee.
3. The Grantee, by and through the below signed representative hereby unconditionally accepts and promises to comply with all terms, provisions and conditions of the Cable Television Franchise granted by the City of Molalla, in accordance with federal, state, and local laws.
4. This Letter of Acceptance and Promise is binding upon the Grantee as of the Effective Date of the Franchise Agreement and throughout its term.

WaveDivision VII, LLC

By: _____

Title: _____

Date: _____

**Exhibit B: WAVE DIVISION VII, LLC TOTAL GROSS REVENUES
REPORTING FORM**

CITY OF MOLALLA

For the quarter ending: ____

Category	Revenues	Avg. Number of Subscribers/Service Units
A. Basic Service		X
B. Expanded Basic Service (cable programming service tiers)		X
C. Premium channels		X
D. Audio Services		X
E. Equipment rental		X
F. Subscriber installation and transactions		X
G. Home shopping commission revenue		X
H. Lease of channel space		X
I. Advertising revenue (explain method of calculating on separate sheet)		X
J. Other operations revenue (specify; use separate sheet if needed)		X
	Total	XXX

If any category of revenue, or any part of any category, has been excluded from the amount on which franchise fees were paid for the year, please identify the categories and the amounts excluded, and explain why they have been excluded.

February 22, 2012

Ellen Barnes, City Manager
City of Molalla
117 N. Molalla Ave
Molalla, Oregon, 97038

Dear Ms. Barnes:

As a voluntary initiative, WaveDivision VII, LLC, ("Wave") shall provide, without charge and for the duration of the franchise renewal agreement, a Standard Installation¹ and one (1) outlet of Local Broadcast Service² to those buildings set forth below within sixty (60) days of the City of Molalla's ("City") request. Any construction or wiring costs that exceed the costs of a Standard Installation shall be paid by the City. Before incurring additional costs for construction or wiring, Wave agrees to notify the City in writing and will proceed with installation only after receiving written consent from the City. Any subscription fees for services in addition to Local Broadcast Service shall be paid by the City³.

In the event the City requests installation of more than one (1) outlet and/or inside wiring for any public building set forth below, Wave, in its sole discretion, may determine whether it will provide the additional outlet(s) and/or inside wiring. If the installation occurs, Wave may charge for providing additional service outlets and/or the inside wiring, and will proceed with the installation and/or inside wiring only after receiving written consent from the City.

The Local Broadcast Service shall not be distributed by the City beyond the initial distribution point without written authorization from Wave. Upon receiving authorization, the City may distribute the Local Broadcast Service throughout a building solely for City purposes at City's cost, including necessary equipment to maintain signal quality. Such distribution may occur so long as the City's use does not adversely affect Wave's signals at the distribution point, and that any deterioration of the signal caused by the City's signal at the distribution point will be the sole responsibility of the City.

¹ A "Standard Installation" is an installation where Wave will incur no additional construction and wiring costs when bringing Local Broadcast Service to an existing distribution point.

² "Local Broadcast Service" is any service tier that includes the retransmission of local television broadcast signals.

³ Certain subscription services such as HBO may not be shown in public areas.

The Local Broadcast Service shall not be used for commercial public viewing purposes and shall not be used in any manner that competes with the services of Wave. The City shall take reasonable precautions to prevent any use of Wave's cable system in any manner that results in the inappropriate use thereof or any loss or damage of the cable system.

Buildings Receiving a Standard Installation and One (1) Outlet of Local Broadcast Service, Without Charge:

Molalla City Hall
117 N. Molalla Ave
Molalla OR 97038

Molalla Community Adult Center
315 Kennel Ave
Molalla OR 97038

Molalla Aquatic Center
432 Frances Street
Molalla OR 97038

Molalla Public Library
201 E. 5th Street
Molalla OR 97038

We look forward to providing the City with our Local Broadcast Service and please do not hesitate to contact me should you have any questions on this matter.

Sincerely,

Karen Daniher
VP, Portland Operations

City Of Molalla

City Council Meeting

Agenda Category: Resolution

Subject: Resolution 2012-09: A Resolution Amending the Molalla Park System Development Charges (SDC) Project List to Include the Sally Fox Park Pavillion

Staff Recommendation: Pass the resolution

Date of Meeting to be Presented: February 22, 2012

Fiscal Impact: Cost for construction and installation of the pavilion in Sally Fox Park is estimated to be \$40,150. SDC funds can only be used for that portion of a capital project attributable to growth. The City methodology for calculating growth capacity of a project is 29%; meaning a maximum of 29% of a project is eligible for SDC. This calculates to \$11,643.50.

Background:

The pavilion in Sally Fox Park is a Ford Family Foundation leadership institute project. The City agreed to pay \$20,000 toward the pavilion. \$5,000 was committed from the Sally Fox Fund and \$15,000 was committed from SDC/park in lieu. The project is being constructed with \$5,000 of seed funding from the Ford Family Foundation, cash and in-kind donations in addition to the City's contribution.

SDC funding is restricted to portions of capital projects attributable to growth. To receive SDC funding, projects must be included in the SDC project list. ORS 223.309 permits local governments to modify their project lists.

SUBMITTED BY: Ellen Barnes, City Manager

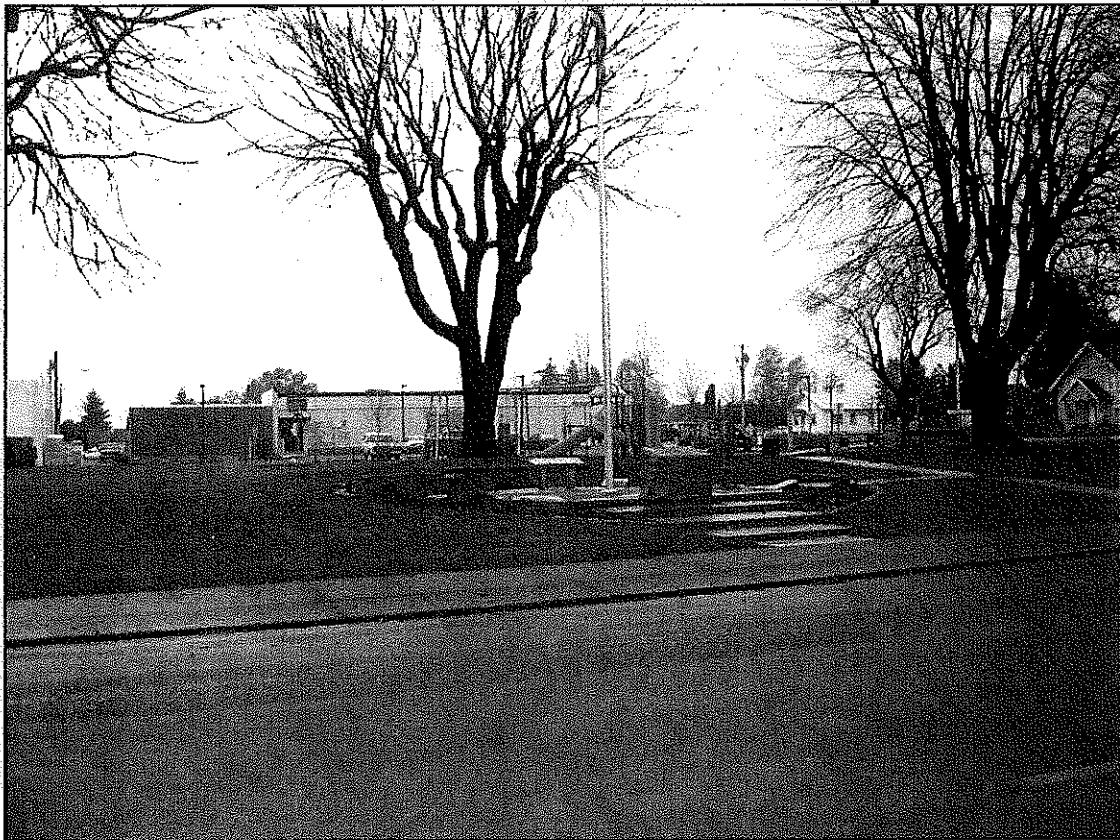
ADMIN USE ONLY

Agenda Item

8.A

ALL AGENDA ITEMS MUST BE SUBMITTED BY NOON THE WEDNESDAY BEFORE THE SCHEDULED COUNCIL MEETING. ALL ITEMS MUST BE SUBMITTED TO THE CITY MANAGER FOR CONSIDERATION.

MOLALLA PARK SDC



JULY 2004



DESIGN GROUP

CITY OF MOLALLA – INTERIM PARKS & RECREATION SYSTEM DEVELOPMENT CHARGES

Table of Contents

	<i>Page</i>
Introduction	1
Development Projections.....	1
System Development Charge Design	1
Cost Estimates:	
Fox Memorial Park, Table 1	3
Lineal Park w/ Iver Davies, Table 2.....	4
Iver Davies Park, Table 3	5
Clark Park, Table 4.....	6
Aquatic Center, Table 5.....	7
Community Center, Table 6	8
RR ROW Linear Park, Table 7	9
Capital Project Summary, Table 8.....	10
Capital Improvements Plan	12
Park System Development Charge	12

INTERIM PARKS & RECREATION SYSTEM DEVELOPMENT CHARGES CITY OF MOLALLA APRIL 2004

INTRODUCTION:

This project involves the development of a new Five Year Capital Improvement Plan (CIP) for Parks and Recreation in the City of Molalla and the Park System Development Charges applicable to finance the growth portion of the CIP. The projects identified in this effort include development of existing sites, additions and expansions to existing facilities, improvements to existing sites (i.e. parking), this Systems Development Charge (SDC) Update, and a Parks and Recreation Master Plan to comply with Comprehensive Land Use Facility Planning Requirements and to guide future park improvements.

The City of Molalla has a Parks & Recreation SDC adopted on June 23, 1999. The CIP referenced in the current, adopted SDC study, has been largely completed and the five years of projected development has occurred and provided the funding anticipated by the methodology adopted at that time. This report continues the application of the methodology, which has been in place for the last five years and meets the requirements of ORS 223.297 through 223.314. This study develops the "improvement fee" for the next five years to recover the eligible cost of the projected capital improvements needed to increase capacity of the Parks and Recreation System to provide service for growth, which will occur during the projected five years.

This SDC document provides a short term (5 year), interim plan for the funding of the growth portion of park facilities. One of the projects in the CIP is a new Park Master Plan which will provide a long range CIP (20 year) dealing with the needs to provide park and recreation services to the City's growing population and providing policy regarding the levels of service desired by the City. The Park Master Plan should be undertaken and completed soon and, upon completion, a new SDC adopted dealing with a 20 year CIP window.



DEVELOPMENT PROJECTIONS:

City of Molalla has experienced rapid growth through the 1990's and is projected to grow at a rate of 7% annually over the next five years. (Source Molalla Planning Dept.) Given the City's history of rapid growth the 7% annual growth rate will be used to project the increased demand for facilities and to determine the proportion of capital costs to be allocated to growth in the Systems Development Charge. Current City population is 6205 (2004). At a 7% growth rate the population in 2009 will be 8704, an increase of 2,500 people. Using 2.5 persons per residential household this equates to 1,000 new residences in the five-year time frame, or 200 new units per year, on the average. For the purpose of calculating the Park SDC the proportion of capital cost to be allocated to growth is measured at the end of the study period. Therefore, 2,500 people divided by the 2009-projected population of 8,704 is a growth rate of 29% for the five-year period. This means that projects which cannot be defined as 100% growth related, which is the majority of the CIP, will have 29% of the estimated capital cost allocated to growth.

SYSTEM DEVELOPMENT CHARGE DESIGN:

The system development charge, by statute, may only recover those costs associated with meeting the increased demand imposed by growth and that are part of projects identified in an approved plan. Each improvement must be looked at individually to calculate the portion due to growth. Each improvement listed in the Five Year Capital Improvement Plan for Parks and Recreation is explored in the following sections. In addition to the projects in the Five Year Capital Improvement Plan, this SDC report providing data and analysis to establish the new interim SDC is also included in the project list. The project budget for this report is \$4,000.

The Oregon Systems Development Act (ORS 223.297 -- 223.314) provides for the establishment of two separate components of systems development charge: (1) "improvement fee", and (2) "reimbursement fee". Improvement fees may be charged for new capital improvements that will increase capacity, with revenues used only for new capital improvements identified in the required Capital Improvement Program. The reimbursement fee may be charged for that portion of the cost of existing capital facilities, which represents remaining (unused) capacity. Revenues from reimbursement fees may be used on any capital improvement project within the system (parks), including major repairs, upgrades, renovations, or projects providing new capacity. Capital projects funded with reimbursement fee revenue are not required to increase capacity. In the absence of a Park Master Plan establishing service levels the analysis to implement a reimbursement fee cannot be completed.

There are three basic approaches used to develop improvement fees: "standards driven", "improvements driven", and "combination / hybrid".

Standards-Driven Approach

The standards-driven approach is based on the application of Level of Service (LOS) standards for facilities such as neighborhood parks, community parks, sports fields, and etc. Facility needs are determined by applying an adopted LOS standard to the existing and projected future population. The cost basis for the systems development fee is calculated based on the cost of additional facilities needed to serve growth. This approach is applicable where LOS standards have been adopted and the existing service level has been established through analysis in a Park Master Plan.

Improvements-Driven Approach

The improvements-driven approach is based on a specific adopted list of capacity-increasing improvements (CIP). If the project is not 100% attributable to growth, the portion of each project, which can be allocated to growth, must be assigned. The methodology to allocate the growth portion of project costs is defined as the percentage of residents joining the City during the study period divided by the total population in the City at the end of the study period. For the period from 2004 to 2009 in Molalla that is:

$$(8704 - 6205) / 8704(100\%) = 29\%$$

This approach is applicable when a detailed project list is available but there is no Master Plan providing analysis of level of service. The philosophy of the approach is that new and current residents will use new facilities equally. Some exceptions exist where an improvement can be 100% allocated to growth. This occurs when a given facility type exists and provides adequate service to the existing population, but is being used at capacity. A new facility of the same type is then 100% allocable to growth.

Combination / Hybrid Approach

This approach includes elements of both the improvements-driven and the standards-driven approaches. If not already adopted, LOS Standards may be developed and used in an analysis to develop a list of planned capacity increasing projects. The growth related portions of projects as defined by the LOS Standard are then used to determine the cost basis of the SDC. This approach is applicable when a master plan exists but may not be current but sufficient data exists to provide the necessary analysis to establish existing levels of service.

Approach For This Study

In the absence of a Park Master Plan the "Improvements-Driven Approach" is the most appropriate for the City of Molalla.



TABLE 1 - FOX PARK IMPROVEMENTS

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
Water Feature	each	1	\$80,000.00	\$80,000	CDBG Funded
Single Unisex Restroom	each	1	\$30,000.00	\$30,000	CDBG Funded
Half Court Basketball	s.y.	261	\$25.00	\$6,525	This in addition to the CDBG funded, 1/2 BB court
Additional Playgrounds, age 5-12 years	each	2	\$15,000.00	\$30,000	e.g. Romperland RP2310
Additional Playgrounds, age under 5	each	3	\$12,000.00	\$36,000	e.g. Romperland RP2355
Sidewalk (6 foot width)	l.f.	430	\$16.00	\$6,880	Walkway meanders through the playground /picnic area
Unisex Restroom, 3 stall	each	1	\$80,000.00	\$80,000	This in addition to the restroom to be CDBG funded.

Construction Total	\$269,405
Engineering @ 15%	\$40,411
Contingency @ 15%	<u>\$40,411</u>
Total Cost	\$350,227

TABLE 2 - LINEAL PARK W / IVOR DAVIES PARK

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
Multiuse Trail, 8 ft. width, gravel	l.f.	1,300	\$4.50	\$5,850	
Elevated 6' Boardwalk	l.f.	450	\$400.00	\$180,000	Engineering reduced to 10% to reflect pre-engineered structure.
Benches @ 300' interval	each	6	\$720.00	\$4,320	

Construction Total \$190,170

Engineering @ 10% \$19,017 Reflects Pre-Engineered Boardwalk

Contingency @ 15% \$28,526

Total Cost \$237,713

TABLE 3 - IVOR DAVIES PARK

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
Parking Lot, 20 spaces	space	20	\$304.00	\$6,080	Driveways are not included
Future Parking, 30 spaces	space	30	\$304.00	\$9,120	Driveways are not included
Driveways for Parking	sq. yd.	500	\$14.00	\$7,000	
Restrooms, 4 unit, unisex	each	1	\$107,000.00	\$107,000	CXT Concrete
Playground Equipment	each	1	\$15,000.00	\$15,000	
Swing Set	each	1	\$1,500.00	\$1,500	

Construction Total	\$145,700
Engineering @ 15%	\$21,855
Contingency @ 15%	<u>\$21,855</u>
Total Cost	\$189,410

TABLE 4 - CLARK PARK

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
R.V. Spaces	each	16	\$12,454.00	\$199,264	Cost estimate by City
Play System	each	1	\$50,000.00	\$50,000	e.g. Romperland RP2301
Gazebo/Stage, 40' hexagon	each	1	\$50,000.00	\$50,000	OPB 40 @ \$23,660, plus shipping & installation
6' - Concrete Pathway	s.y.	376	\$25.00	\$9,400	Path Meanders From North Parking Lot to South Parking Lot
Concrete Floor For Pavillion	s.y.	75	\$25.00	\$1,875	Floor For Existing Pavillion
Lighting	l.f.	564	\$5.00	\$2,820	Trail Illumination
Pave and Extend Parking - North Side	s.y.	735	\$15.00	\$11,025	Adjacent To Francis Street
Pave and Extend Parking - South Side	s.y.	850	\$15.00	\$12,750	
Curb & Gutter	l.f.	850	\$8.00	\$6,800	Francis Street, C&G Both Sides
Concrete Sidewalk	l.f.	370	\$16.00	\$5,920	Francis Street, Sidewalk South Side
Paving	s.y.	1,280	\$12.00	\$15,360	Francis Street

Construction Total	\$365,214
Engineering @ 15%	\$54,782
Contingency @ 15%	<u>\$54,782</u>
Total Cost	\$474,778

TABLE 5 - AQUATIC CENTER

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
Water Slide	each	3	\$150,000.00	\$450,000	City Estimate
Wave Machine	each	1	\$750,000.00	\$750,000	City Estimate
Multiple Element Outdoor Play Area	each	1	\$200,000.00	\$200,000	City Estimate

Construction Total	\$1,400,000
Engineering @ 15%	\$210,000
Contingency @ 15%	<u>\$210,000</u>
Total Cost	\$1,820,000

TABLE 6 - COMMUNITY CENTER

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
Oversized Gym	sq. ft.	16,000	\$120.00	\$1,920,000	City estimate from Architect

Construction total \$1,920,000

Engineering @ 15% \$288,000

Contingency @ 15% \$288,000

Total Cost \$2,496,000

TABLE 7 - RR ROW LINEAR PARK

IMPROVEMENT	UNIT	QUANTITY	UNIT COST	EXTENSION	NOTE
Clearing & Grubbing	l.f.	5,460	\$1.50	\$8,190	
Gravel Path, 11 ft. width	l.f.	5,460	\$7.00	\$38,220	
Turnouts	each	10	\$90.00	\$900	At Roughly 550 ft. Intervals
Benches	each	10	\$750.00	\$7,500	At Roughly 550 ft. Intervals

Construction total	\$54,810
Engineering @ 15%	\$8,222
Contingency @ 15%	<u>\$8,222</u>
Total Cost	\$71,253

TABLE 8 - MOLALLA PARK SDC - CAPITAL PROJECT SUMMARY

PARK NAME	IMPROVEMENT	COST	SDC PORTION	NON SDC PORTION	NOTE
Park Master Plan		\$43,500	\$43,500	\$0	100.00%
SDC Study		\$4,000	\$4,000	\$0	100.00%
Fox Park					
	Water Feature	\$104,000	\$0	\$104,000	* CDBG Funded
	Single Restroom	\$39,000	\$0	\$39,000	* CDBG Funded
	Half B.B. Court	\$8,483	\$8,483	\$0	*100%
	Add. Playgrounds, 5-12 yrs.	\$39,000	\$39,000	\$0	* 100%
Lineal Park w/Iver Davies	Add. Playgrounds, under 5yrs.	\$46,800	\$46,800	\$0	* 100%
	Sidewalk	\$8,944	\$2,594	\$6,350	*29%
	Restroom, 3 stall	\$104,000	\$104,000	\$0	*100%
	Multuse Trail	\$7,313	\$2,121	\$5,192	*29%
	Elevated Boardwalk	\$225,000	\$65,250	\$159,750	*29%
Iver Davies Park	Benches	\$5,400	\$1,566	\$3,834	*29%
	Parking Lot	\$7,904	\$2,292	\$5,612	*29%
	Future Parking	\$11,856	\$11,856	\$0	* 100%
	Driveways	\$9,100	\$2,639	\$6,461	*29%
	Restroom, 4 stall	\$139,100	\$139,100	\$0	* 100%
Clark Park	Playground Equip.	\$19,500	\$19,500	\$0	* 100%
	Swing Set	\$1,950	\$1,950	\$0	100%
	R.V. Spaces	\$259,043	\$75,122	\$183,921	*29%
	Play System	\$65,000	\$18,850	\$46,150	*29%
	Gazebo / Stage	\$65,000	\$18,850	\$46,150	*29%
	Concrete Pathway	\$12,220	\$3,544	\$8,676	*29%
	Lighting	\$3,666	\$1,063	\$2,603	*29%
	Pavilion Floor	\$2,438	\$707	\$1,731	*29%
	Parking, north side	\$14,333	\$4,157	\$10,176	*29%
	Parking, south side	\$16,575	\$4,807	\$11,768	*29%

PARK NAME	IMPROVEMENT	COST	SDC PORTION	NON SDC PORTION	NOTE
Aquatic Center	Francis Street Improvements	\$36,504	\$10,586	\$25,918	*29%
	Water Slide	\$585,000	\$33,930	\$551,070	*6% **
	Wave Machine	\$975,000	\$56,550	\$918,450	*6% **
	Outdoor Play Area	\$260,000	\$15,080	\$244,920	*6% **
Community Center	Gym	\$2,496,000	\$144,768	\$2,351,232	*6% **
	Trail	\$71,253	\$20,663	\$50,590	*29%
TOTALS		\$5,686,882	\$903,328	\$4,783,554	

* Engineering, Environmental & Contingency included.

** 20% of SDC eligible cost distributed over 5 years = $.29(.2)100 = 6\%$

\$903,328 is the SDC Cost Basis

CAPITAL IMPROVEMENTS PLAN:

Table 1 through Table 7 details the proposed improvements to each of seven City parks. Projects that are funded through grants are identified because they do not add to the cost basis of the SDC. The City cannot charge new residents for facilities built with state or federal tax revenue or for facilities "donated" to the City. Table 8, Capital Project Summary shows the cost of each component of each capital project, including engineering and contingency, and that proportion of that cost is attributable to growth. Several of the improvement components in the Capital Project Summary are allocated 100% to growth rather than the 29% discussed previously. These projects are characterized by increasing capacity where there is an existing facility, which adequately serves the existing population. The sum of the SDC portion of all of the projects is the cost basis for the Park SDC (\$903,328) and will be the cost basis used to calculate the per equivalent residential unit Park Systems Development Charge.



Following is a list of the parks projected to be improved in the period from 2004 to 2009 along with the total estimated cost of the proposed improvements.

▪ Table 1 – Fox Park Improvements	\$350,227
▪ Table 2 – Lineal Park w/Iver Davies Park	\$237,713
▪ Table 3 – Iver Davies Park	\$189,410
▪ Table 4 – Clark Park	\$474,778
▪ Table 5 – Aquatic Center Improvements	\$1,820,000
▪ Table 6 – Community Center	\$2,496,000
▪ Table 7 – RR ROW Lineal Park	<u>\$71,253</u>

Total CIP	\$5,639,381
Growth Portion of CIP	\$855,828
Add Park Master Plan	\$43,500
Add SDC Study	<u>\$4,000</u>

Total SDC Cost Basis \$903,328

PARK SYSTEM DEVELOPMENT CHARGE:

The computation of the Park System Development Charge can now be completed using the foregoing data and analysis. The residential SDC rate is based on the SDC eligible capital cost of the CIP per new resident and is charged on the basis of the average number of persons occupying a dwelling unit which is currently determined to be 2.5 residents per unit. The total cost associated with system improvements required to meet future needs over the next five years is divided by the number of new dwelling units expected to be constructed during that period. Using a population increase of 2,500 over the five-year study period and an average of 2.5 persons per dwelling unit gives 1,000 new units during the study period. Following is the Park System Development Charge Computation:

PARK SYSTEM DEVELOPMENT COMPUTATION

Cost Basis	Residential Units	SDC / Unit	Annual Revenue	NOTE
\$903,328	1000	\$903	\$180,600	Aquatic Center and Community Center @ 20% of SDC eligible cost.

The City of Molalla Park System Development Charge for the period from its' adoption in August of 2004 until revisions are adopted is \$903 / residential unit.

RESOLUTION NO. 2012 - 09

**RESOLUTION 2012-09: A RESOLUTION AMENDING THE MOLALLA PARK
SYSTEM DEVELOPMENT CHARGES (SDC) PROJECT LIST TO INCLUDE THE
SALLY FOX PARK PAVILLION**

WHEREAS: Citizens in Molalla participating in the Ford Foundation Leadership Development program selected construction of a pavilion in Sally Fox Park as their class project; and

WHEREAS: The City agreed to contribute \$20,000 toward construction of the project with \$5,000 committed from the City's Sally Fox Park Fund and \$15,000 from Park SDC and fee-in-lieu of park funds; and

WHEREAS: Statute (ORS 223.307(2)) restricts SDC funding to portions of capital projects that are a result of growth; and

WHEREAS: Statute (ORS 223.307(4)) also restricts funding to projects identified in the capital improvement plan identified in the SDC methodology; and

WHEREAS: The pavilion being built by the Ford Foundation Leadership Development program is not included in the capital improvements for Sally Fox Park; and

WHEREAS: Statute (ORS 223.309) permits local governments to modify their capital improvement lists; and

WHEREAS: There will be no change in the City's Park SDC calculation with the addition of the pavilion to the list of capital improvements for Sally Fox Park.

NOW, THEREFORE, THE CITY OF MOLALLA RESOLVES as follows:

1. The City will modify the City's Park SDC methodology to include construction of a pavilion on the list of improvements identified for Sally Fox Park.
2. This Resolution shall take effect on February 23, 2012.

ADOPTED this 22nd day of February, 2012 by the Molalla City Council.

Mike Clarke
Mayor

ATTEST:

Sadie Cramer
City Recorder