

Agenda

Shady Cove Regular City Council Meeting

Shady Cove City Council Chamber
22451 Highway 62, Shady Cove, Oregon
Thursday, July 7, 2016
6:00 p.m.

I. Call to Order

- A. Roll call
- B. Pledge of Allegiance
- C. Announcements by Presiding Officer

- 1. This meeting is being digitally recorded.
- 2. There will be an open house on July 13 at 6:00 p.m. at the Upper Rogue Community Center to discuss preliminary changes to FEMA flood insurance maps in the Upper Rogue Watershed.
- 3. The next meeting of the Planning Commission will be July 14 at 6:30 p.m. in the Council Chamber.
- 4. The next regular meeting of the City Council will be July 21 at 6:00 p.m. in the Council Chamber.

II. Public Hearing

None

III. Public Comment

The public may comment on agenda items as they come up for discussion, but before deliberation by the Council.

IV. Presentation

None

V. Consent Calendar

- A. Regular Meeting Minutes of June 16, 2016 (pg. 3-6)

VI. Written Communications

None

VII. Staff Reports

- A. Bills Paid Report, June 17, 2016 – June 30, 2016, \$24,370.25 (pg. 7)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

VIII. Unfinished Business

None

IX. New Business

- A. Resolution 16-21 – Dedicating Funds for Sewer Capital Improvements (pg. 8-11)
- B. Resolution 16-22 – Approving a Law Enforcement Services Contract with Jackson County Sheriff's Office (pg.12-25)
- C. Discussion – Marijuana Dispensary Permitted Hours of Operation
- D. Discussion – Indoor/Outdoor Growing of Marijuana

X. Public Comment on Non-Agenda Items

Public must state name and address and standing to discuss issue. Issues must have city-wide impact and not be personal issues.

XI. Council Comments on Non-Agenda Items

XII. Adjournment

City of Shady Cove
City Council Regular Meeting Minutes
Thursday, June 16, 2016

CALL TO ORDER

Mayor Anderson called the Regular City Council meeting to order at 6:00 p.m. in the City Council Chamber.

Council Present: Mayor Anderson, Councilor Ulrich, Councilor Sanderson, Councilor Burgess and Councilor Mitchell

Staff Present: Aaron Prunty, City Administrator; Bonnie Pickett, Administrative Assistant

ANNOUNCEMENTS

The Mayor led the audience in the Pledge of Allegiance and made the announcements on the agenda.

CONSENT CALENDAR

Regular Meeting Minutes of June 2, 2016

Motion to Approve the Consent Calendar

Motion: Councilor Ulrich Second: Councilor Burgess

All ayes. Motion carried 5-0

STAFF REPORTS

The city administrator gave a brief overview of the bills paid report. He advised that Mitchell, the City's former public works employee, has offered to work on Mondays until we are able to fill his position. The city administrator advised he will start interviewing next week to fill the public works position. He also advised that city staff participated in the Cascadia Rising exercise last week. He noted Music in the Park kicks off this weekend 6/18/16 with Matt Krein and that City Hall will be closed on Monday the 4th of July.

Jackson County Sheriff – Deputy McGrath gave a brief overview on how the deputies have participated in local events and reported on the crimes in and around Shady Cove.

UNFINISHED BUSINESS

A. Second Reading – Riparian Ordinance

The Mayor read the Ordinance by title only.

Motion to Approve Riparian Ordinance

Motion: Councilor Mitchell Second: Councilor Ulrich

All ayes. Motion carried 5-0

NEW BUSINESS

Mayor Anderson reorganized new business to accommodate the gentleman from the Heritage District.

A. Resolution 16-14 – Supplemental Budget to Reorganize and Appropriate Expenditures within the 2015-2016 Budget

The city administrator read the resolution by title only.

Motion to Approve Resolution 16-14 – Authorizing a Supplemental Budget to Reorganize and Appropriate Expenditures within the 2015-2016 Budget

Motion: Councilor Burgess Second: Councilor Mitchell

All ayes. Motion carried 5-0

G. Resolution 16-19 – Approving a Heritage District and Including the City within the Boundaries of the District

The city administrator read the resolution by title only.

Tam Moore, representing the proposed Heritage District, requested the council pass the resolution.

The Council questioned the benefits of the resolution and clarification on how it would impact property taxes.

Motion to Approve Resolution 16-19 – A Resolution Approving a Jackson County Order to Initiate Formation of a Rogue Valley Heritage Special District and Consent to the Inclusion of the City Territory within the Boundaries of the District

Motion: Mayor Anderson Second: Councilor Ulrich

Ayes Mayor Anderson and Councilor Burgess.

Nays Councilor Ulrich, Councilor Sanderson, Councilor Mitchell

Motion failed 3-2

B. Resolution 16-15 – Fee Schedule

The city administrator advised the council that the change to the fee schedule was to address a planning fee as well as to remove the cost associated with a tree removal permit in the floodplain.

Motion to Approve Resolution 16-15 – Establishing Fees and Charges

Motion: Councilor Mitchell Second: Councilor Sanderson

All ayes. Motion carried 5-0

C. Resolution 16-16 – Certifying Municipal Services

The city administrator read the resolution by title and explained what services the City provides.

Motion to Approve Resolution 16-16 – Certifying That the City of Shady Cove Provides the Following Four or More Municipal Services Enumerated in ORS 221.760

Motion: Councilor Ulrich Second: Councilor Mitchell
All ayes. Motion carried 5-0

D. Resolution 16-17 – Electing to Receive State Revenues

The city administrator read the resolution by title only.

Motion to Approve Resolution 16-17 – Declaring the City of Shady Cove's Election to Receive State Revenues

Motion: Councilor Burgess Second: Councilor Sanderson
All ayes. Motion carried 5-0

E. Resolution 16-18 – Adopting the 2016-2017 Fiscal Year Budget

The city administrator read the resolution title, adopting the budget, making appropriations and imposing the tax titles.

Motion to Approve Resolution 16-18 – Adopting the Fiscal Year 2016-2017 Budget, Making Appropriations and Imposing and Categorizing Taxes

Motion: Councilor Sanderson Second: Councilor Mitchell
All ayes. Motion carried 5-0

F. Resolution 16-20 – Authorizing the City Administrator to Execute a Management Agreement with Rogue Valley Sewer Services (RVSS)

The Council discussed the agreement with RVSS.

The Council asked Carl Tappert, Manager of Rouge Valley Sewer Services, about his assessment of the sewer plant in Shady Cove.

Motion to Approve Resolution 16-20 – Authorizing the City Administrator to Execute a Management Agreement with Rogue Valley Sewer Services (RVSS)

Motion: Councilor Ulrich Second: Councilor Mitchell
All ayes. Motion carried 5-0

H. Discussion – Sewer, Street Fee and RVSS Budget

The council discussed the ability to fund an additional public works employee, the cost of the contracting with RVSS and possible sewer system related capital expenses over a ten year period.

PUBLIC COMMENTS

John Carter asked if recreational marijuana will be placed on the ballot in November.

COUNCIL COMMENTS

Councilor Ulrich mentioned music in the park will be on June 18th from 6:00 – 8:00 pm.

Councilor Mitchell would like to be more diligent with getting the addresses of the citizens that speak at the council meetings.

Councilor Burgess noted that the previous meeting went long due to the fact that the meeting got off topic several times.

ADJOURNMENT

There being no further business before the council, the Mayor adjourned the regular meeting at 7:37 p.m.

Approved:

Attest:

Tom Anderson
Mayor

Aaron Prunty
City Administrator

Council Vote:

Mayor Anderson _____
Councilor Ulrich _____
Councilor Sanderson _____
Councilor Burgess _____
Councilor Mitchell _____

Date	Check	Payee	Description	Amount
06/24/2016	42594	Postmaster	Sewer Billing	317.91
06/28/2016	42595	Jermain, Debby	Per Diem	75.00
06/28/2016	42596	Mitchell L. Reagles	Parks	201.30
06/28/2016	42597	Shelly M. Dent	Expense Reimbursement	31.98
06/30/2016	42599	Avista Corporation	Natural Gas 4941620000	21.52
06/30/2016	42600	Canon Financial Services, Inc.	Copier Lease & Copies 612930	411.35
06/30/2016	42601	Celtic Circle	Shop Rental	700.00
06/30/2016	42602	CenturyLink LD	Long Distance charges 320416598	38.15
06/30/2016	42603	CenturyLink Svc.	Phone Services 314013549	726.76
06/30/2016	42604	Civil West Engineering Service, Inc.	Wastewater Plant Assessment	3,904.00
06/30/2016	42605	Crystal Fresh	Bottled Water	33.00
06/30/2016	42606	David & Linda Guches	Utility Billing Refund	14.23
06/30/2016	42607	KAS & Associates, Inc.	Erickson & Cleveland Storm Drainage	11,970.05
06/30/2016	42608	Medford Fuel	Public works gasoline/diesel	5.63
06/30/2016	42609	Michael & L. Curtis	Utility Billing Refund	14.23
06/30/2016	42610	Pacific Power	City Hall 32847641-007	1,229.54
06/30/2016	42611	Richard Andrest	Utility Billing Refund	100.80
06/30/2016	42612	RVCOG	Planning	2,423.91
06/30/2016	42613	Shady Cove Upper Rogue Chamber	Tourism Advertising	702.21
06/30/2016	42614	Southern Oregon Media Group	Tourism Advertising	1,350.18
06/30/2016	42615	Southern Oregon Sanitation	aunt Caroline's Park 088094	98.50
Grand Totals:				<u>24,370.25</u>

City of Shady Cove

Resolution No. 16-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHADY COVE, OREGON
DEDICATING FUNDS TO WASTEWATER CAPITAL IMPROVEMENTS**

Whereas, the Shady Cove City Council has evaluated the need to ensure the wastewater system receives improvements as needed, thereby reducing the risk of costly upgrades in the future; and

Whereas, the Shady Cove City Council previously adopted Resolution 11-11 and Resolution 13-15, dedicating approximately \$54,000 for future capital improvements to the wastewater system; and

Whereas, the Shady Cove City Council wishes to further increase the annual contribution for future capital improvements.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

The City of Shady Cove will dedicate \$100,000, annually, to be transferred from Sewer Operations 02 Fund into Operations Replacement 05 Fund.

Resolution 11-11 and Resolution 13-15 are hereby repealed.

This Resolution shall be effective July 7, 2016.

Adopted by the City Council of the City of Shady Cove this 7th day of July, 2016.

Approved:

Attest:

Tom Anderson
Mayor

Aaron Prunty
City Administrator

Council Vote:

Mayor Anderson _____
Councilor Ulrich _____
Councilor Sanderson _____
Councilor Burgess _____
Councilor Mitchell _____

The attached pages reflecting sewer revenues and expenditures have been revised to reflect an annual transfer of \$100,000 from operations to capital replacement reserve.

You will note that the line identified "difference: usage fee less fixed expense" is reduced by \$46,000, and now has an average positive annual balance of \$36,400.

The \$42,000 cash carryover is a one time figure. The annual balance noted above is cumulative.

Budgeting suggestions:

1. For the next couple of years, combine the \$42,000 with the positive balance and apply to contingency and unappropriated ending fund balance. This should reflect and assure that the attached calculations are in fact playing out as planned.

2. In sewer operations replacement (fund 05) add 1 line under capital outlay: "Miscellaneous expenditures" and budget in the neighborhood of \$200,000. I would suggest doing so for the duration of the RVSS contract

PROPOSED RVSS CONTRACT RELATIVE TO BUDGET, REVENUE & EXPENSE

SEWER BUDGET (02) 2016 - 2026

ASSUMPTIONS: REVENUE

EQUIVALENT DWELLING UNITS (EDU)

2016: 1535

2026: 1585 (5 per year increase)

USAGE FEE PER EDU

2016: \$46.00 per month

2026: \$46.00 per month

REVENUE PER YEAR (USAGE FEES ONLY)

2016: \$847,300

2026: \$874,900

ASSUMPTIONS: FIXED EXPENSE

RVSS: OPERATIONS (contract: 3% annual increase)

2016: \$345,000

2026: \$450,000

ADMINISTRATIVE ALLOCATION (2% annual increase)

2016: \$100,000

2026: \$122,000

RVSS: CAPITAL (contract: 3% annual increase, 75% from operations, 25% from SDC)

2016: \$60,000 (at 75%: \$45,000 from operations)

2026: \$77,000 (at 75%: \$59,000 from operations))

LOAN PAYMENTS

2016: \$200,700 (reflects OECDD loan paid in full July 2016)

2026: \$127,600 (all except USDA loans paid in full)

TRANSFERS TO CAPITAL RESERVE (05)

2016: \$100,000

2026: \$100,000

ADDITIONAL FIRST YEAR (2016) EXPENSE

RVSS payment of 5 year budget overrun (under estimated): \$60,000

Additional Capital allocation: \$45,000 (plus \$15,000 from SDC Fund)

ASSUMPTION: SEWER RESERVE

2016: \$679,000

\$215,000 (less OECDD loan payoff)

\$464,000

2026: \$1,464,000 (loan for water is not reflected, as it will be repaid by 2026)

The REVENUE AND FIXED EXPENSE SUMMARY

ONE TIME, FIRST YEAR EXPENSE

2016	\$105,000
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CASH CARRYOVER

2016	\$147,000 (actual budgeted)
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2017-2026	\$ 42,000 (balance following payment of the above noted \$105,000)
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ANNUAL REVENUE GENERATION (USAGE FEES ONLY)

2016	\$847,300
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2026	\$874,900
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ANNUAL FIXED EXPENSE

2016	\$790,700
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2026	\$858,600
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DIFFERENCE: USAGE FEE LESS FIXED EXPENSE

2016	\$56,600
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AVERAGE: \$36,400

2026	\$16,300
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SEWER CAPITAL RESERVE

2016	\$ 464,000
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2026	\$1,464,000 (reflects \$100,000 increase each year, and no expenditures, which is not a valid assumption, but included to reflect the overall accrual for sewer capital expense)
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City of Shady Cove

Resolution No. 16-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHADY COVE, OREGON
ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH JACKSON
COUNTY TO PROVIDE LAW ENFORCEMENT SERVICES**

Whereas, ORS 190.010, states a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and

Whereas, the City of Shady Cove has previously contracted with Jackson County to provide law enforcement services, and wishes to continue this relationship; and

Whereas, the City of Shady Cove and Jackson County find it mutually advantageous and in the best interest of their respective constituencies to enter into an agreement for law enforcement services.

Now, therefore be it resolved, the City Council of the City of Shady Cove hereby authorizes the city administrator to execute an intergovernmental agreement with Jackson County to provide law enforcement services.

Adopted this 7th day of July, 2016.

Approved:

Attest:

Tom Anderson
Mayor

Aaron Prunty
City Administrator

Council Vote:

Mayor Anderson

Councilor Ulrich

Councilor Sanderson

Councilor Burgess

Councilor Mitchell

**INTERGOVERNMENTAL AGREEMENT BETWEEN
JACKSON COUNTY AND THE CITY OF SHADY COVE
RELATING TO LAW ENFORCEMENT SERVICES**

PARTIES

THIS AGREEMENT (herein referred to as "Agreement") is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") on behalf of the Jackson County Sheriff's Office (herein referred to as "JCSO") and the CITY OF SHADY COVE, 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. County and City are herein individually referred to as the "Party" and collectively referred to as the "Parties."

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION," the County is authorized to jointly provide for the performance of a function or activity in cooperation with a "unit of local government" that include CITY or other governmental authority in Oregon. By acceptance of this Agreement, the City certifies that it meets the above criteria for eligibility for such cooperation with the County.

2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

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 JCSO 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, JCSO 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;

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

JCSO 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;

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

AGREEMENT

INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein by this reference.

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. Law Enforcement Services. The COUNTY will make available to the CITY any of the law enforcement services listed in Exhibit A, which is incorporated herein by reference. Services consist of two deputies, one community service officer and other related services provided by personnel assigned primarily for the benefit of the geographic areas of the CITY.
2. Service Model. The Service Model operates under the philosophy of a JCSO patrol district encompassing the geographic areas within the boundaries of the CITY.
 - 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 funding levels of this agreement.
 - 2.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or JCSO deputies according to the Jackson County Cooperative Policing Agreement.
 - 2.2.1. The number of positions assigned to the CITY shall remain constant. The 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, military leave, vacation leave, sick leave or other leave.
3. Compensation.
 - 3.1. The COUNTY will charge for services outlined in Exhibit A.
 - 3.1.1. 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, pass through cost for dispatching, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation. The estimated cost for the services outlined in Exhibit A are \$428,531.00.
 - 3.2. 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.

- 3.3. Reconciliation. Adjustments will be recorded on the final billing. The cost formula is based on actual costs of service.
- 3.4. Overtime. It is the intent of the CITY and the JCSO to provide operational overtime when requested for special events such as: park patrol, parades, and community events. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. COUNTY will not charge the city for customary specialized services such as SWAT, Detectives and Tactical Negotiations Team.
4. Decisions and Policy-Making Authorities. The COUNTY will provide the services identified in Exhibit A in accordance with the following:
 - 4.1. 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 B, "Scope of Work" (Exhibit B), attached hereto and incorporated by this reference.
 - 4.2. Coordinating Agents. The COUNTY appoints the Sheriff or his designee and the CITY appoints the Mayor or his/her designee, who shall act as coordinating agents for the parties to provide correspondence and communications related to the administration of this Agreement.
 - 4.3. Schedules. The Sheriff or his designee, upon receipt of input from the CITY, shall determine the appropriate working schedule for the JCSO personnel assigned to perform the services under this agreement. The schedule shall be established to provide weekly law enforcement services for a minimum of one hundred and twenty (120) hours per week.
5. Special Provisions.
 - 5.1. CITY Purchases. The CITY shall supply at its own cost and expense any special supplies, stationary, notices, and forms where such must be issued in the name of the CITY as well as routine supplies (office supplies and shared desktops). The COUNTY shall provide supplies and equipment routinely provided to its deputies.
 - 5.1.1. Technology or Specialized Equipment. The COUNTY agrees to provide JCSO staff that 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 services.
 - 5.2. CITY Law Enforcement Facility. Office space shall be provided under this agreement by CITY at a location acceptable to both JCSO and CITY. Office equipment such as a phone and copy machine will be provided by CITY as JCSO deems necessary for the assigned deputies.
 - 5.3. Use of CITY Facility by JCSO. The CITY and COUNTY agree that incidental use of CITY's law enforcement facility by JCSO personnel shall not be charged to the COUNTY.

- 5.4. Stabilization of Personnel. The JCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY. Deputies will not be granted a transfer out of the CITY assignment unless authorized by the language in the JCSEA Collective Bargaining Agreement. 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 JCSEA Collective Bargaining Agreement.
- 5.5. Additional Training. The CITY may provide training in addition to that provided by the COUNTY. Additional training shall be approved by the JCSO and the cost shall be borne by the CITY.
- 5.6. Computers.
 - 5.6.1. The COUNTY will provide access to a computer to every staff member assigned to the CITY.
 - 5.6.2. The County Information Technology Department will be responsible for the repair and maintenance of all equipment, software, and accessories used under this Agreement that are owned by the County...
 - 5.6.3. Replacement of County owned computers will be furnished via COUNTY departmental chargebacks, as needed.
6. Reporting.
 - 6.1. Notification of Criminal Activity. The CITY Point of Contact, will notify the COUNTY in the event of suspicious occurrences within the CITY.
 - 6.2. Monthly Reports. The JCSO will report monthly on criminal activity, citations and on law enforcement services provided by this agreement.
7. Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:
 - 7.1. 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 COUNTY and JCSO Policy and Procedures as well as any applicable collective bargaining agreement. At all times JCSO maintains authority over staff and employees remain exclusively under the COUNTY.
 - 7.2. Status of Employees. All persons rendering service to CITY hereunder shall be for all purposes employees of the COUNTY.
 - 7.3. Application. Both parties acknowledge that certain employment leaves of absence are protected by law and that extended leaves of absence can affect the JCSO's ability to provide the FTEs under this Agreement. In the event a protracted leave (15 days or longer) JCSO shall make every effort to replace the personnel with as little impact as possible to the CITY by the 15th day of the leave.

8. CITY Responsibilities. In support of the COUNTY providing the services described in Exhibits A and B, the CITY promises the following.

8.1. 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.

9. Duration. The term of this agreement shall be from July 1, 2016 through and including June 30, 2017.

10. Termination Process.

11.1 Either party to this Agreement may terminate said agreement by giving a sixty (60) day written notice to the other party. The amount due to either party by the other under Section 3.2 shall be prorated on a daily basis as of the date of termination.

11.2 Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the Agreement may be terminated immediately at any time thereafter by a written notice of termination by the party giving notice.

11.3 The rights and remedies of the COUNTY provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

11. Indemnification; Insurance

11.1. Indemnity.

11.1.1. CITY Held Harmless. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall defend, indemnify and hold harmless the CITY, its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its 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 against such cause, claim, suit, action or administrative proceeding 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.

11.1.2. COUNTY Held Harmless. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the CITY shall defend, indemnify and hold harmless the COUNTY, its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its deputies, 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 against such cause, claim, suit, action or administrative proceeding 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.

11.2. Insurance. CITY shall at its own expense provide the following insurance.

11.2.1. CITY shall obtain and maintain at all times during the course of the Agreement 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, elected officials, agents, employees and volunteers. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement.

11.2.2. Additional Insured Provision. The CITY's insurance shall include "Jackson County, its elected officials, agents, officers, volunteers and employees" as additional insured's.

11.2.3. Certificates of Insurance. In respect to general and Automobile Liability, and Professional Liability, and as evidence of the insurance coverage required by this contract, the CITY shall furnish acceptable insurance certificates to COUNTY prior to COUNTY commencing work under this contract. CITY shall name Jackson County, and its elected officials, officers, volunteers, agents and employees as Additional Insured on any insurance policies required herein but only with respect to CITY's services to be provided under this contract. A copy of the Additional Insured Endorsement must be provided to the COUNTY with the Certificate of Insurance. The certificate will specify all of the parties who are Additionally Insured. Insuring companies or entities are subject to COUNTY acceptance. If requested, complete copies of insurance policies; trust agreements, etc., shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent premiums, deductibles, self-insured retentions and/or self-insurance.

11.2.4. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' 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 to the policy.

11.2.5. Insurance Carrier Rating. Coverage 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, rate A- or better by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers(s) with an unacceptable financial rating.

11.2.6. 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 12. If the CITY is self-insured, the COUNTY Risk Manager must approve the self-insurance, in writing, as satisfying this section.

12. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.
13. 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.
14. 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. Exception to this stipulation is for confidential internal affairs investigations conducted by the COUNTY.
15. 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 SHADY COVE
Attn: Aaron Prunty
22451 Highway 62
P.O. Box 1210
Shady Cove, Oregon 97539

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:

JACKSON COUNTY SHERIFF'S OFFICE
Attn: Sue Watkins
5179 Crater Lake Highway
Central Point, Oregon 97502

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.

16. 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.

17. Agreement Administration.

17.1. Agreement Administrators. The CITY Administrator, or designee, and the COUNTY Liaison shall serve as agreement administrators to review Agreement performance and resolve operational problems.

17.2. Referral of Unresolved Problems. The CITY Administrator, or designee, shall refer any law enforcement service operational problem, which cannot be resolved, to the JCSO Liaison and if still not resolved to the Jackson County Sheriff, the Sheriff and CITY Mayor shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Coordinating Committee (See, Section 22) for assistance in resolution.

17.3. 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 Coordinating Committee, and the affected party or parties to review and resolve. Any unresolved problems shall be referred to the full Coordinating Committee for assistance in resolution.

18. Agreement Coordination.

18.1. Coordinating Committee. The CITY Mayor, or his/her designee, the Jackson County Sheriff, or his/her designee and the Operations Division Commander shall constitute the Coordinating Committee. The committee shall meet on as needed basis to provide direct feedback on issues and concerns related to law enforcement and public safety in the community. The Coordinating Committee is responsible for establishing law enforcement goals and objectives and will address issues which may arise regarding this agreement. The Committee may decide to invite selected non-committee members to attend meetings as observers.

18.2. Scope of Committee. The committee shall meet at least quarterly to review the delivery of police services outlined in this 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.

18.2.1. If an operational problem or agreement dispute is referred to the Coordinating Committee, the committee will meet and attempt to resolve the problem or dispute. If the Coordinating Committee is unable to resolve the problem or dispute, parties may pursue suitable remedies.

18.2.2. The Coordinating Committee may recommend amendments to this agreement to be approved by CITY and COUNTY in accordance with the terms of this agreement.

19. Amendments. This Agreement may be amended at any time by mutual written agreement of the CITY, the Jackson County Sheriff, and the Board of County Commissioners.
20. Entire Agreement. This Agreement and Exhibits A and B 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.
21. 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.
22. 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 _____, 2016.

CITY of SHADY COVE

JACKSON COUNTY

Aaron Prunty, City Administrator

Danny Jordan, County Administrator

Date

Date

Ryan Vanderhoof, Associate City Attorney

APPROVED AS TO LEGAL SUFFICIENCY:

Date

Sr. Assistant County Counsel

Date

APPROVED:

Corey L. Falls, Sheriff

Date

SHADY COVE CONTRACT ESTIMATE 2016-17 - Exhibit A



Dedicated Law Enforcement Services	Units/FTE	Salary & Benefits	Other	Total Cost
Sworn				
Sergeant	0.10	\$ 9,306	\$ 4,736	\$ 14,043
Deputy	1.00	\$ 62,368	\$ 38,662	\$ 101,030
Deputy	1.00	\$ 71,716	\$ 44,443	\$ 116,159
Deputy	0.75	\$ 56,181	\$ 34,180	\$ 90,361
Overtime		\$	\$ 10,000	\$ 10,000
Cost of Dedicated Personnel				
				\$ 331,593
Fuel /Maintenance & Replacement				
Per Unit Cost				
Patrol Vehicles/Set Rate	3		8,333.33	\$ 25,000
Cost of Fuel/Maintenance & Replacement				
				\$ 25,000
Supplies & Materials				
Unit Expense				
Uniform, Equipment, and Supplies (Quartermaster)				
Phone charges (MDT's & Cell Phones)	12 mon	\$ 3,000		\$ 3,000
Supplies	12 mon	\$ 2,000		\$ 2,000
Uniforms	12 mon	\$ 2,000		\$ 2,000
Equipment-Tires	12 mon	\$ 1,000		\$ 1,000
Minor Equipment (2 MDC's @4,000 ea)	12 mon	\$ 8,000		\$ 8,000
Training & Travel	12 mon	\$ 1,500		\$ 1,500
Cost of Supplies & Materials				
				\$ 17,500
Law Enforcement Support Services				
Total Cost				
Communications/Dispatch (population 1,247)	12 mon	\$ 26,881		\$ 26,881
Admin/County Overhead (HR/BOC/Finance/CAO/Legal)	12 mon	\$ 27,557		\$ 27,557
Cost of Law Enforcement Support Services				
				\$ 54,438
TOTAL LAW ENFORCEMENT CONTRACT COST				
				\$ 428,531

EXHIBIT B
SCOPE OF WORK FY2016-2017

I. ROLES AND RELATIONSHIPS

A) PERSONNEL

- 1) CITY service Point of Contact, as well as other sworn personnel, will be responsive to the public safety needs of the CITY, as well as its officials, residents, and/or population served.
- 2) JCSO shall provide personnel for law enforcement services in accordance with the staffing plan in Exhibit A.
- 3) The Sheriff's designee will coordinate and confer with CITY regarding patrol needs to determine priority issues. The rendering of such services, standards of performance of such services and control of JCSO personnel so employed shall remain under the exclusive control of the Sheriff. The CITY shall retain the right to request the replacement of any JCSO personnel whose performance is inconsistent with the Agreement. The Sheriff will consider any such request.
- 4) The Sheriff or his designee maintains authority and responsibility over the law enforcement personnel and shall direct overall law enforcement service operations, ensuring law enforcement services are consistent with the terms of this Agreement.

B) JCSO LIAISON

- 1) Reports directly to the Operations Division Commander or designee and works in coordination with the CITY Mayor or CITY manager/administrator and in compliance with JCSO policy, procedures and directives.
- 2) Shall discuss protocols for routine interaction with the CITY manager/administrator as deemed appropriate by the CITY and COUNTY. Maintain communication between command structures to ensure that changes in the JCSO are communicated to the CITY and that changes in the CITY are communicated to the JCSO.
- 3) Attend and participate in the CITY's staff and council meetings and official functions.
- 4) Direct overall law enforcement services within the CITY to include hours of operation and CITY specific protocols and procedures. Analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services. Oversee the implementation of all policies and procedures relating to law enforcement services and provide to the JCSO any written information relative to law enforcement services created by the CITY. Utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
- 5) Oversee and monitor the budget for the Agreement as provided in Exhibit A. Notify the CITY's manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing the laws in the CITY.
- 6) Coordinate the responses of support services for law enforcement, if applicable and notify the CITY's manager/administrator of major crimes and/or incidents.

C) JCSO SERGEANT

- 1) Provides supervisory law enforcement services for staff assigned to this Agreement; supervises staff and resources while exercising independent judgment and initiative; responsible for the operation of the law enforcement agreement in the absence of the Liaison.
- 2) Reviews works of JCSO staff to ensure compliance with policies and procedures; reviews reports submitted by deputies to ensure completeness and the meeting of prescribed standards; follow up on problems and complaints; assists in the implementation goals and objectives.

D) JCSO DEPUTIES

- 1) Patrols assigned area to deter, locate and apprehend persons committing crimes or unlawful activities. Enforce federal and state laws, regulations, rules, codes, and County and City ordinances.
- 2) Respond to emergency calls; respond to hazard calls including spills and items in roadway; make arrests as necessary; prepare criminal and non-criminal law enforcement reports. Conducts criminal investigations; responds to subpoenas; make arrests as necessary; interview victims, complainants, and witnesses; interrogate suspects; gather and preserve evidence; testify and present evidence in court.
- 3) Provide information and assistance to the general public; answer citizen inquiries and respond to complaints and requests for services from other JCSO staff, the general public, other law enforcement agencies, and other agencies; provide information to violators, the general public, businesses, school communities, and other government agencies regarding local, state and federal codes, laws, and regulations.
- 4) Perform traffic enforcement on state and county roadways and respond to traffic collisions.
- 5) Perform a variety of duties to enforce CITY municipal ordinances; pro-actively patrol CITY for violations of ordinances and regulations; issue warnings or citations as applicable; have vehicles towed as required; advise the general public on local, state, and federal codes, laws and regulations.
- 6) Conduct searches of buildings and outdoor area's and conduct visual and audio surveillance.

II. COMMITMENTS, TRANSFERS, and PROMOTIONS

- A) JCSO staff requesting assignment to this Agreement will make a commitment to implement community law enforcement and the CITY's law enforcement goals; except in cases of promotion or other special circumstances. Special circumstances require the concurrence of the CITY's manager/administrator and applicable JCSO Division Commander.
- B) The transfer of personnel affecting the Agreement will be coordinated by the JCSO, in consultation with the CITY's Point Of Contact, to minimize the impact of potential vacancies. The number of the CITY's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the JCSO Division the employee would otherwise be assigned.

III. STATISTICAL REPORTS

- A) Upon request or whenever possible, activity reports shall be generated by the JCSO from the law enforcement data base.