



**PUBLIC SAFETY SERVICES
DELIVERY WORKING
GROUP**

October 28th, 2024

Regular Meeting | 6:30 p.m.

Troutdale Police Community Center – Kellogg Room
234 SW Kendall Ct, Troutdale, OR 97060

Agenda

1. Call to Order & Roll Call
2. Public comment
3. Consent Agenda:
 - 3.1 Minutes: September 23rd, 2024, Regular Meeting.
4. Discuss Patrol Habits of Troutdale Deputies v. Contract
5. Update on Police Contract Negotiations
6. Update on Fire Service Contract negotiations
7. Set Next Meeting
8. Adjournment

Participation

The public may attend the meeting in person or via Zoom. Please email info@troutdaleoregon.gov to request Zoom meeting access credentials.

This meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting to: info@troutdaleoregon.gov or 503-674-7258.

Packet Includes:

1. September 23rd Minutes
2. MCSO Contract Excerpt
3. Random GPS Patrol Maps
4. 4th Quarter 2023 Time in Troutdale Report
5. Council Work Session with MCSO March 2015

DRAFT

MINUTES
Public Safety Services Delivery Working Group
Troutdale Police Community Center – Kellogg Room
234 SW Kendall Court
Troutdale, OR 97060

Monday, September 23, 2024 – 6:30PM

1. Call to Order, Roll Call & Pledge of Allegiance

Chair Jordan Wittren called the meeting to order at 6:30pm.

PRESENT: Chair Jordan Wittren – City Council, Geoffrey Wunn – City Council; Vice Chair Carol Allen – Public Safety and Equity Advisory Committee, Victoria Rizzo – Public Safety and Equity Advisory Committee, Twilla Harrington – Public Safety and Equity Advisory Committee, Tanney Staffenson – Budget Committee, and Rich Allen – Budget Committee (6:33pm)

ABSENT: None.

STAFF: Ray Young, City Manager.

GUESTS: Paul Wilcox, Troutdale Resident.

2. Public Comment

Moved to follow Agenda Item #6.

3. Consent Agenda:
3.1 Minutes: August 19, 2024, Regular Meeting.

MOTION: **Geoffrey Wunn moved to accept the minutes from August 19, 2024. Seconded by Victoria Rizzo. Motion passed unanimously (6-0).**

4. Discuss Council Appointment of Negotiating Committee

Ray Young, City Manager, stated last week the City Council determined that they would appoint myself, Ed Trompke (City Attorney), Geoffrey, Jordan, and Tanney as the 5 members of the negotiating committee. The question for this committee is what issues you'd like the committee to focus on based on the Sheriff's offer:

- Look at adjustments to the building lease, the City Custodian and Facilities Maintenance staff are spending up to 25% of their time in that building.
- What is the 1, 2, and 3 year rate on the contract?
- Including specific details in the contract for what exactly they will be doing and the consequences if they do not meet that.

- How to establish expectations that we will not tolerate speeding, reckless driving, or whatever it may be. And how to work with them to work up to that.
- Negotiating our own targeted community patrols where issues are known to occur.

Ray asked the group to email him any additional issues for the negotiating committee.

5. Review Response/Non-Response to Request for MCSO Information

Ray Young stated that the email that I sent to the Multnomah County Sheriff's Office through Captain Asboe as not been responded to as of today. The other piece of information that I have asked Captain Asboe for is a list of all the deputies who give warning and those that write tickets. This will help determine if this is happening with all the deputies or just some of the deputies. I have also asked for more quarters of GPS data and what percentage of time the deputies are in district. I am checking with other cities to see how much time their officers spend in their city vs out of their city for comparison.

Geoffrey Wunn asked if we ever determined what we get from the Sheriff's Office as a baseline if we don't contract with them?

Ray Young replied we don't know what it means for boots on the ground because we've not been without a Troutdale Police Department or MCSO contract. The only thing we have figured out is if you look at the overall budget for the Sheriff's Office, look at Troutdale's population, we are contributing about \$1.3 to \$1.4 million dollars to the patrol side's budget. In the negotiating, I will bring up that they need to reduce this by \$1.3 million because our Citizens are already paying that to the Sheriff's Office. I will also be working on writing an article for the November/December issue of the Champion to get the significance of what we are looking at out to the public.

Taney Staffenson asked could we engage them? I would love to know what they think about this.

Ray Young replied we could schedule public meetings.

Carol Allen stated we will have to be transparent. The past affects what the people believe in today. We have citizens that felt betrayed last time.

Rich Allen stated how to we get citizens to be proactive rather than reactive. It will be hard to get them to a meeting unless we think of a way.

6. Update on fire service

Ray Young updated the group on the following fire service related items:

- Tiberian Financial Study – there was a Zoom call with the 3 cities staff to go over the draft and the rough number showed the first year would impact Troutdale about 1% of property tax revenues. That means \$70,000 to \$80,000 less property tax revenue if there was a fire district but we would take \$2.7 million out of our General Fund for the fire contract payment. We should get the final report by middle of October.

- Gresham’s email said their study consultant is finalizing their scope of work related to district analysis. They are scheduled to meet with Gresham’s Council on October 15th.
- When Ray asked Gresham about discussions on contract renewal, they replied that they would be sending out a communication to the 3 cities that can serve as a starting point for future conversation. They said they are continuing to hear from their community regarding cost and burden in light of their recent levy passage and look forward to seeing what can be done in the best interest of the communities.
- City of Troutdale is overseeing the Tiberian contact on the financial impacts of a fire districts and we are sharing the cost with the other 2 cities. City of Wood Village is leading the fire feasibility and recommendation study being done by Triton. They are looking at all of the fire options with a recommendation on what should be done for future fire service. One item from their scope of work is to get from you, by October 4th, a list of specific question to ask your residents. Email any suggestions to Ray.

A copy of the Triton Community Survey Scope of Work was handed out to the group. A copy can be found in the meeting packet.

2. Public Comment

None.

7. Set Next Meeting

The next meeting will be on Monday, October 28, 2024 at 6:30pm.

8. Adjournment

MOTION: Carol Allen moved to adjourn. Seconded by Geoffrey Wunn. Motion passed unanimously.

Meeting adjourned at 7:53pm.

Jordan Wittren, Chair
Dated:

DRAFT

ATTEST:

Sarah Skroch, City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
OREGON AND CITY OF TROUTDALE OREGON FOR CONTRACT LAW
ENFORCEMENT SERVICES**

This Agreement is entered into by the City of Troutdale, a home-rule municipal corporation of the State of Oregon (hereinafter City), and Multnomah County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), jointly with and on behalf of the Multnomah County Sheriff's Office (hereinafter MCSO), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190 and ORS 206.345.

WHEREAS, the City possesses the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Multnomah County Sheriff, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and

WHEREAS, the County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the parties agree that ORS 236.605-640 is applicable with respect to Troutdale Police Department members currently employed by City; and

WHEREAS, the County agrees to render such law enforcement services, through the Office of the Multnomah County Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.

2. Services should be priced to provide reasonable and predictable, cost efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of the City while avoiding County subsidy of City services.
3. The parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, patrol hub geographic relocation, case consolidation, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, cannot be precisely quantified in advance and will result to the benefit of both parties only after implementation and practical experience.
4. The City will maintain a high level of local service input such that MCSO law enforcement employees assigned to the City will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to solve City law enforcement concerns to improve the safety and welfare and establish a positive relationship with City residents and visitors.
5. City, with the input of the Sheriff, should have the flexibility to determine the level of services and to identify service priorities. Any service level changes made may result in corresponding changes in annual costs to the City.
6. This agreement provides for uniforms and police vehicles to be branded or identifiable as City of Troutdale Police to provide for continued local identity.
7. MCSO will maintain equity in the provision of law enforcement services to City and unincorporated Multnomah County residents.

NOW, THEREFORE, pursuant to ORS 190.010, and in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are incorporated by reference herein.
2. Effective Implementation Date. This agreement shall be effective at 12:01 a.m. Wednesday, July 1, 2015 at which time City employees transferred under this agreement shall become County employees, per the terms and conditions as agreed

to with the respective labor unions as specified in the Employee Transfer Agreements incorporated herein by Appendix E, F and G and subject to execution of the facility lease of section 4.6 below.

3. MCSO as an Independent Contractor. MCSO 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 MCSO or any of the MCSO's agents or employees. The MCSO shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement.
4. Law Enforcement Services. For the term of this agreement, the MCSO will operate under the philosophy of a municipal police department as to branding and will provide the police services to City as set forth in section 4.1 to 4.3 below: The police personnel assigned to City patrol districts will respond to calls for service within the City that meet or reduce the response times specified in Appendix A, and to calls outside the City in accordance with existing mutual support agreements. MCSO personnel assigned to the City as set forth in Appendix B will remain employees of the MCSO, and will not be considered employees or agents of the City, except as specifically provided herein.

4.1 Patrol Services. The assigned MCSO personnel will provide police and related services within the incorporated boundaries of the City. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the laws and ordinances of the City. Services include:

- These services shall include two assigned armed Troutdale branded deputy sheriffs per shift, one to each of the two City patrol districts providing 24/7/365 coverage to perform police patrol functions, plus round the clock supervision provided by the on-duty patrol Sgt. MCSO will also provide a command level officer to serve as Chief of Police for City, pursuant to section 5 below.
- Reactive patrol to enforce state law and City-adopted municipal, traffic and criminal codes, and to respond to calls for service; and
- Proactive patrol to prevent and deter criminal activity, and provide other community police services as requested by the City.

- Summer season beach patrol of a minimum of 950 hours along the Sandy River within the City, with additional hours as conditions dictate.

4.2 Additional police services may include:

- 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.
- Special operations services including but not limited to canine patrol, hostage negotiations, and SWAT unit.
- Supervision of the City Code Enforcement Officer.

4.3 Administrative Services. Administrative services include legal advisor, planning statistics, subpoena control, records, training, evidence control, accounting, payroll, personnel, media relations, purchasing, inspections and internal investigations, and other services provided by the MCSO or by other County departments in support of the MCSO. If the City has municipal criminal and traffic codes, City must provide legal counsel relating to enforcement and prosecution of those codes. The legal services of the Multnomah County Attorney's Office provided under this agreement do not include enforcement of municipal criminal and traffic codes or prosecutions arising hereunder, nor any legal advice directly to the City.

4.4 Stabilization of Personnel. The MCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to City. Notwithstanding the MCSO's exclusive authority to assign deputies, when operationally feasible and consistent with the County's obligations under the relevant collective bargaining agreement (CBA) and ORS 236.620(1)(d), MCSO will seek to maintain available transferred City officers in their previous principal assigned district until at least January 2016,.

4.5 Asset seizure. The MCSO 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 MCSO within the City. Subject to State and Federal requirements, upon implementation the City shall transfer any remaining seizure funds to the MCSO.

4.6 City Facility. The MCSO shall deliver the patrol services of section 4.1 from the City of Troutdale Community Police Facility (City Facility). This

agreement shall become effective subject to the concurrent execution of the facility lease between the County and City for the MCSO use of the City Facility. Further the MCSO intends to have its Patrol Division base of operation housed at the City Facility.

5. City Identity, Accessibility, Reporting and Responsiveness. The MCSO will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to maintain and improve the safety, welfare and positive police identity and relationship with the community.
- City shall have city police branding and police vehicles that display the City's identity for personnel assigned to the City
 - MCSO shall ensure the City Chief of Police at the time of implementation shall be assigned the Chief of Police position by the MCSO and shall serve in that position for a minimum of six months and shall remain accessible and responsive to the City.
 - MCSO will provide the Chief, or his designee, at City Council meetings upon request to orally inform the Council of service demands and any identified areas of concern.
 - City will have the flexibility to determine the level of law enforcement services and to identify service priorities;
 - MCSO will consult with the City Manager, prior to assigning or reassigning the Chief of Police responsible to perform the services to the City. MCSO will take into account input and suggestions from the City Manager when assigning or reassigning the Chief of Police position.
 - The MCSO shall provide to the City a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement, other activities related to community policing, in a similar form as the sample law enforcement activity reports appended to this agreement as Appendix A, tailored to address City's informational needs.
 - The Chief of Police shall function as a department head within the City and is expected to conduct him or herself in a manner that supports and maintains trust of the City.
 - At the direction of the City Manager and as needed, the Chief of Police, or designee, shall attend and participate in the City Management Team meetings, and council meetings, and official functions, celebrations, and commissions. As requested by the City Manager and as needed, the

Chief of Police will also represent the City police department at community meetings and functions.

- The Chief of Police is the City's Director of Police Services and represents the Manager of the City for all law enforcement matters in the community. This may include working with other relevant City departments and/or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- The MCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts.

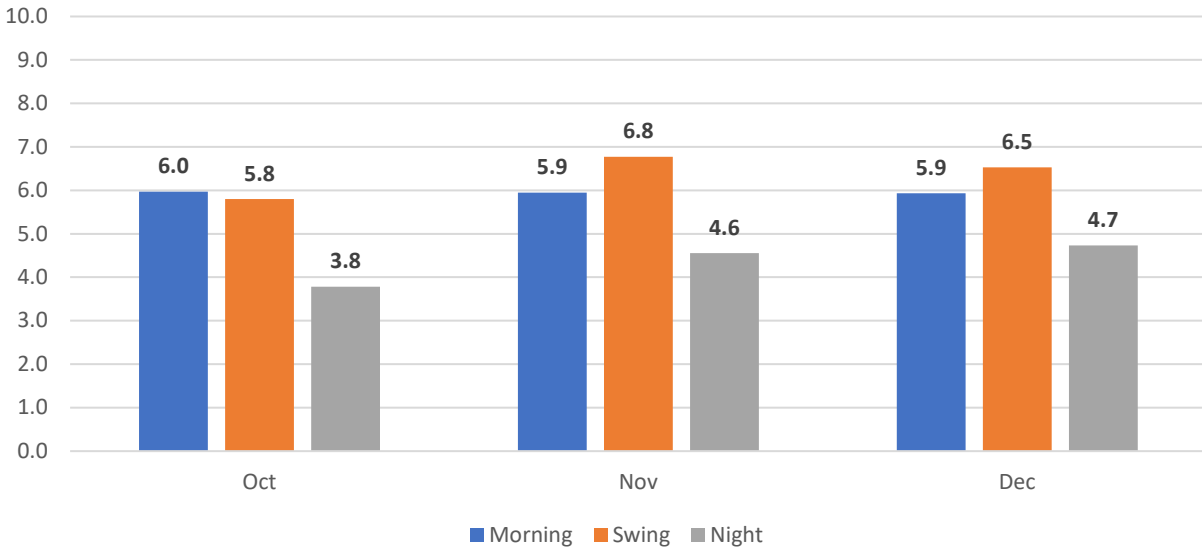
6. Service Costs. City shall pay County \$2,826,656.00 for the provision of police services during the first year of this agreement. Payments shall be made on a quarterly basis as detailed in section 6.7. Service payments for subsequent years under the agreement will vary according to service level adjustments of section 7, if any, and the cost escalator provisions of section 6.8. City further agrees to facilitate the transfer and assignment of certain service contracts and intergovernmental agreements it currently holds for the provision of police services to other entities and public bodies, as contemplated in Appendix D of this agreement.

6.1 "One time Only" Costs Certain "one time only" costs for the purchase by County of City Patrol vehicles, and payment by City to County for retained sick leave hours of transferred employees will be under the terms and conditions set forth in Appendix D.

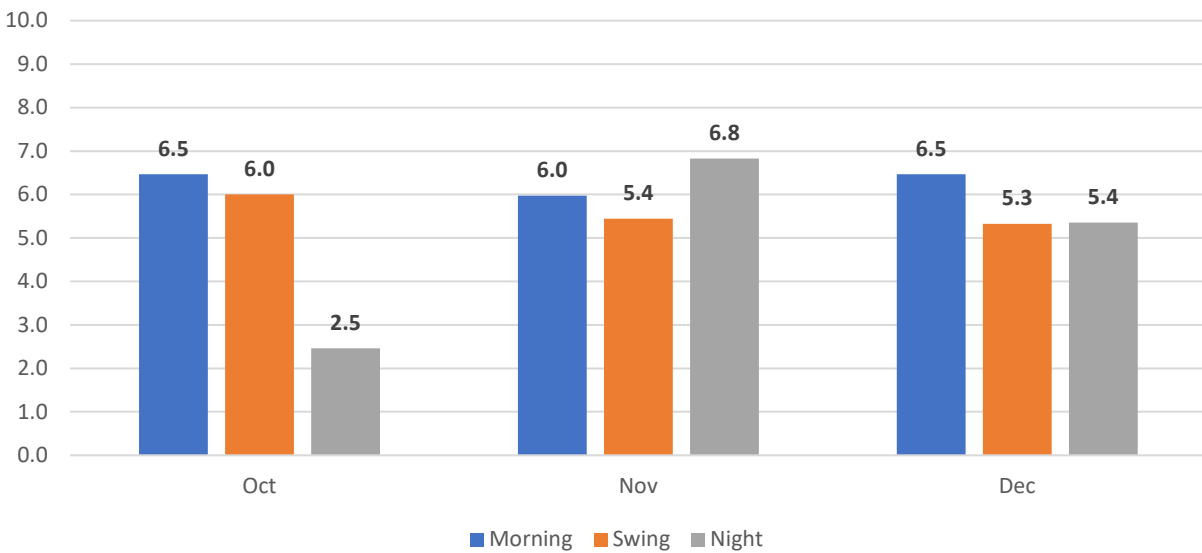
6.2 Discretionary Overtime. If requested, MCSO may provide additional deputies to perform operational overtime for special events or unusual occurrences within City. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) on duty. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

6.3 Disaster or Unusual Occurrence Overtime. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City 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 or riot.

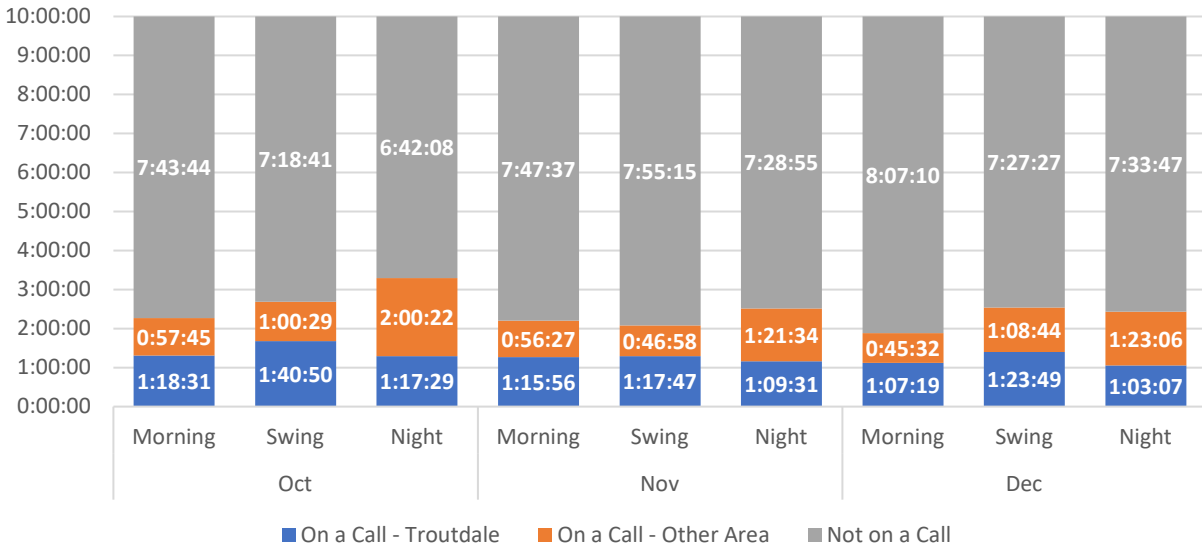
Avg. Hours Spent in Troutdale per Day by Shift Q4 2023 - D60 Units Only - Based on GPS Data



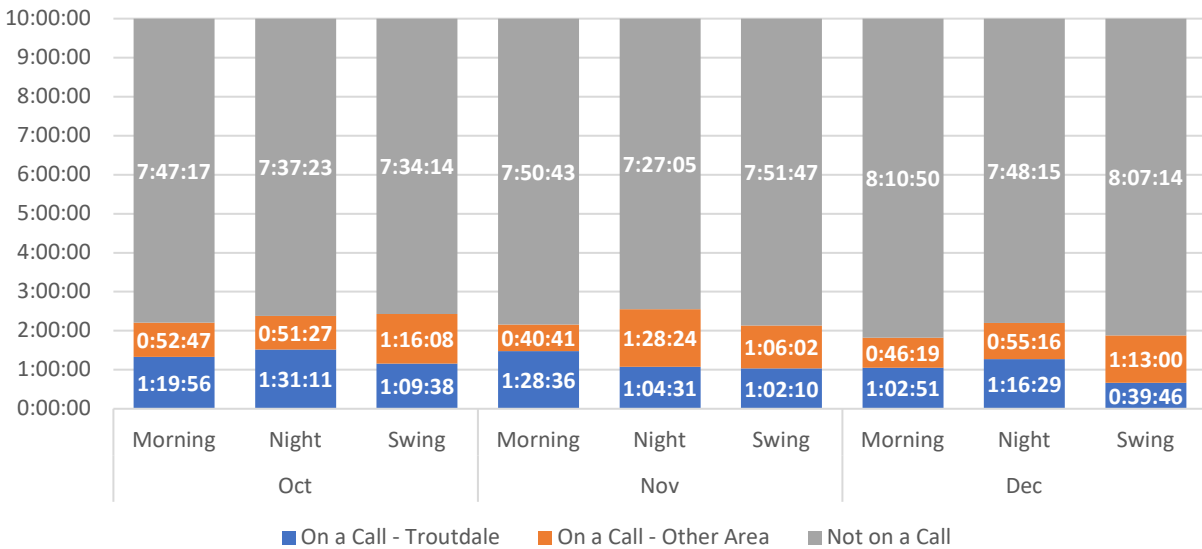
Avg. Hours Spent in Troutdale per Day by Shift Q4 2023 - D70 Units Only - Based on GPS Data



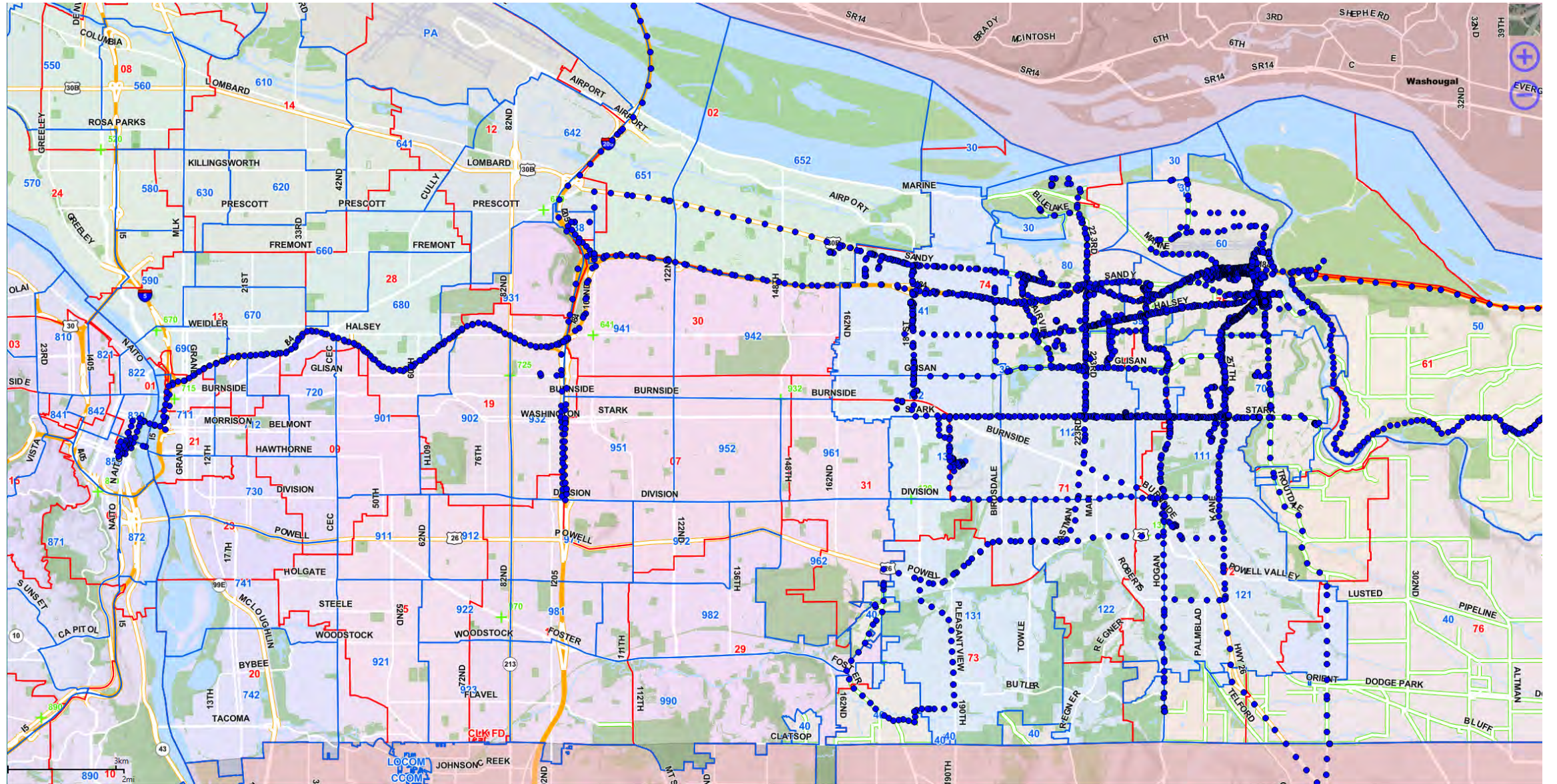
**Avg. Time Spent per Day by Shift (Hours : Minutes : Seconds)
Q4 2023 - D60 Units Only - Based on CAD Data**



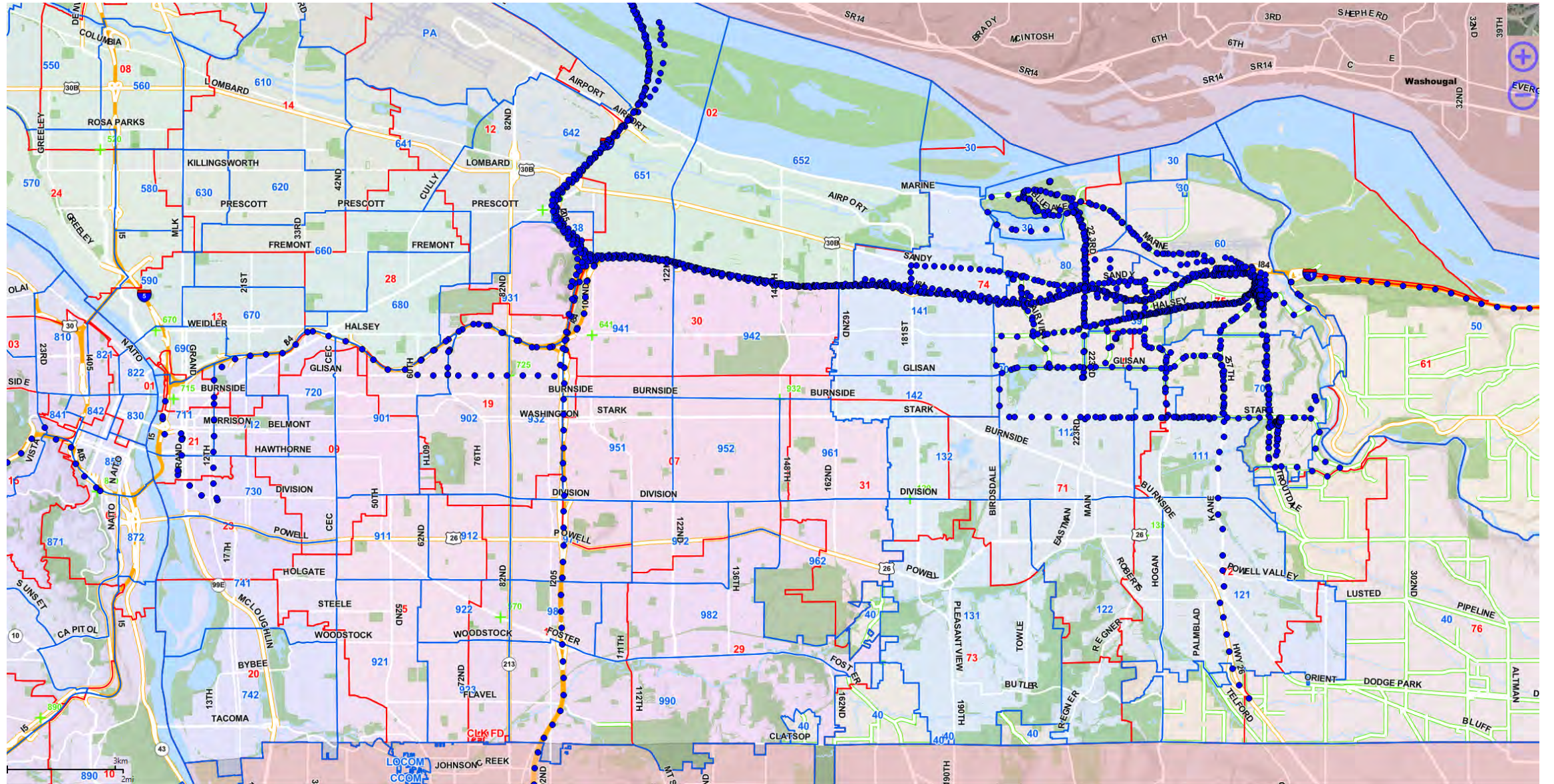
**Avg. Time Spent per Day by Shift (Hours : Minutes : Seconds)
Q4 2023 - D70 Units Only - Based on CAD Data**



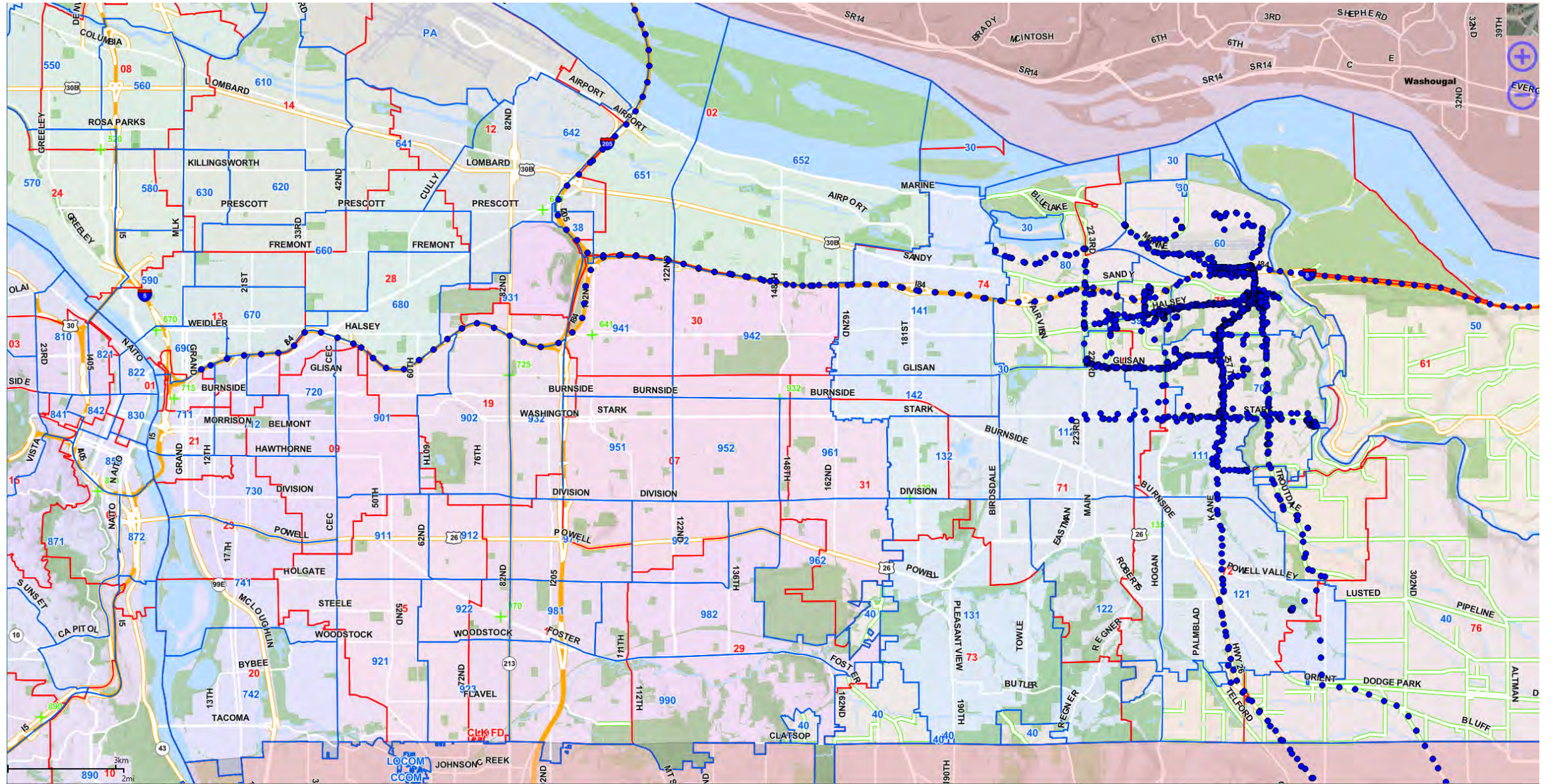
Monday, Jan 22



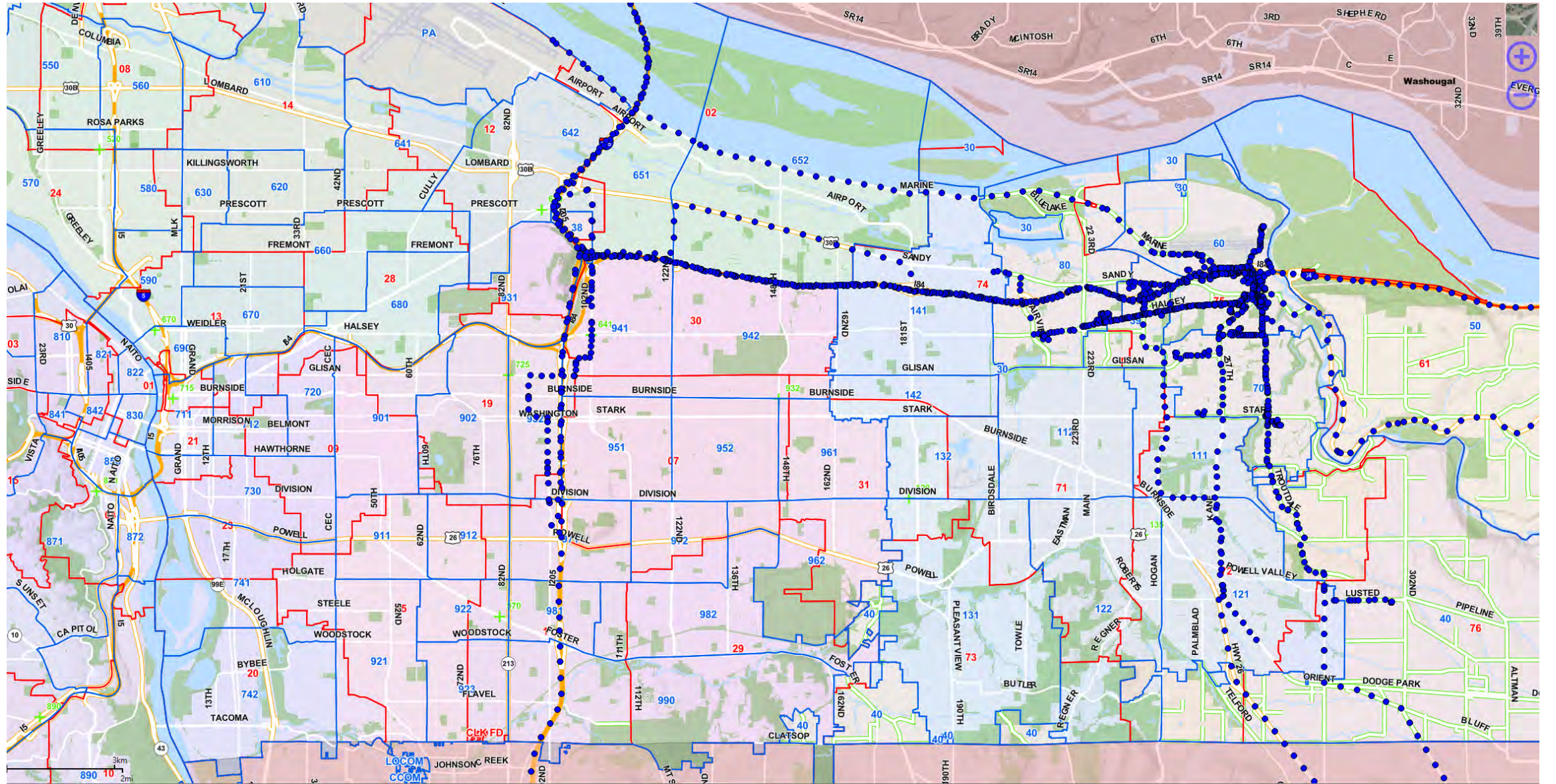
Monday, Jun 10



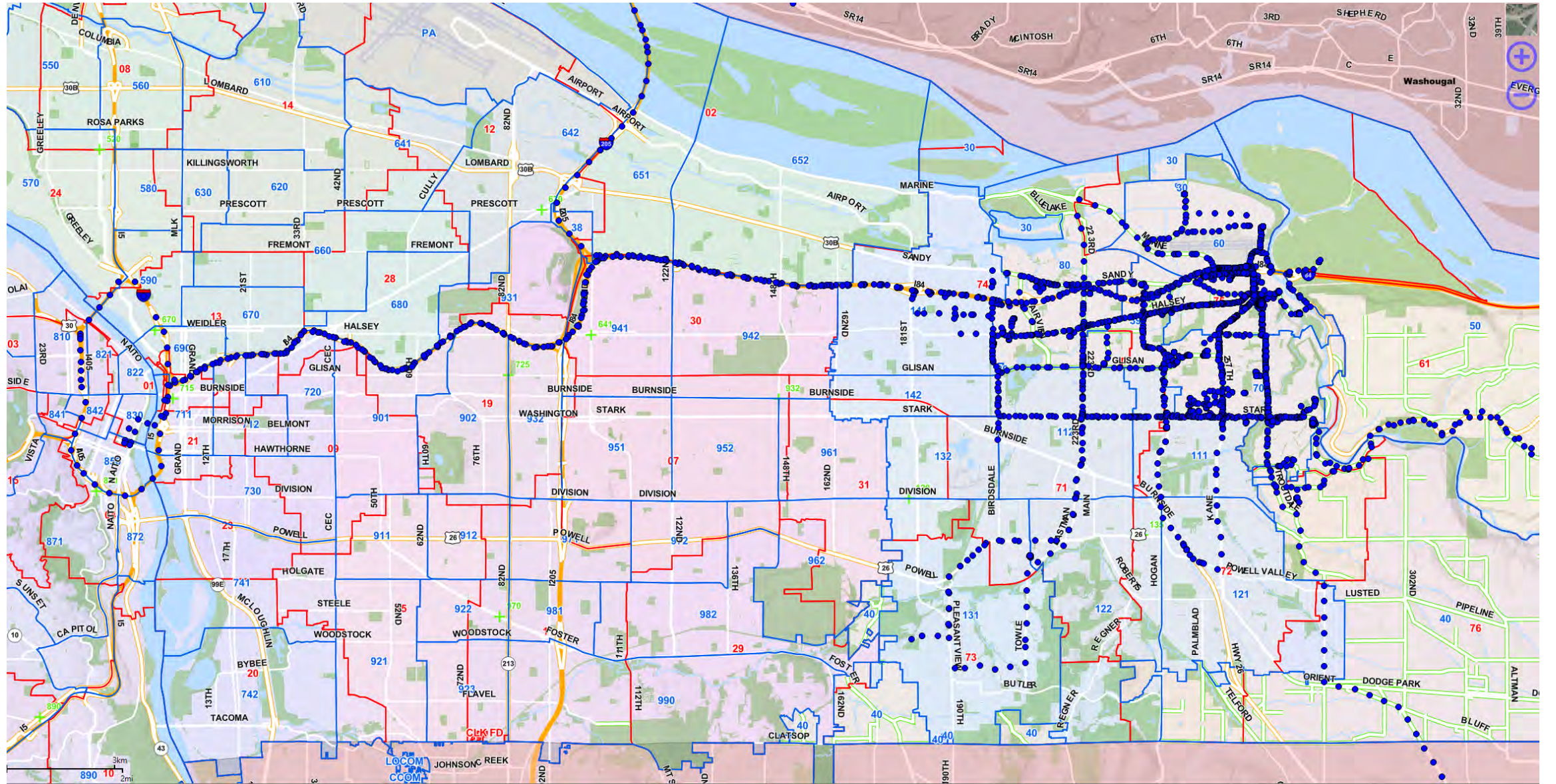
Monday, Jul 29



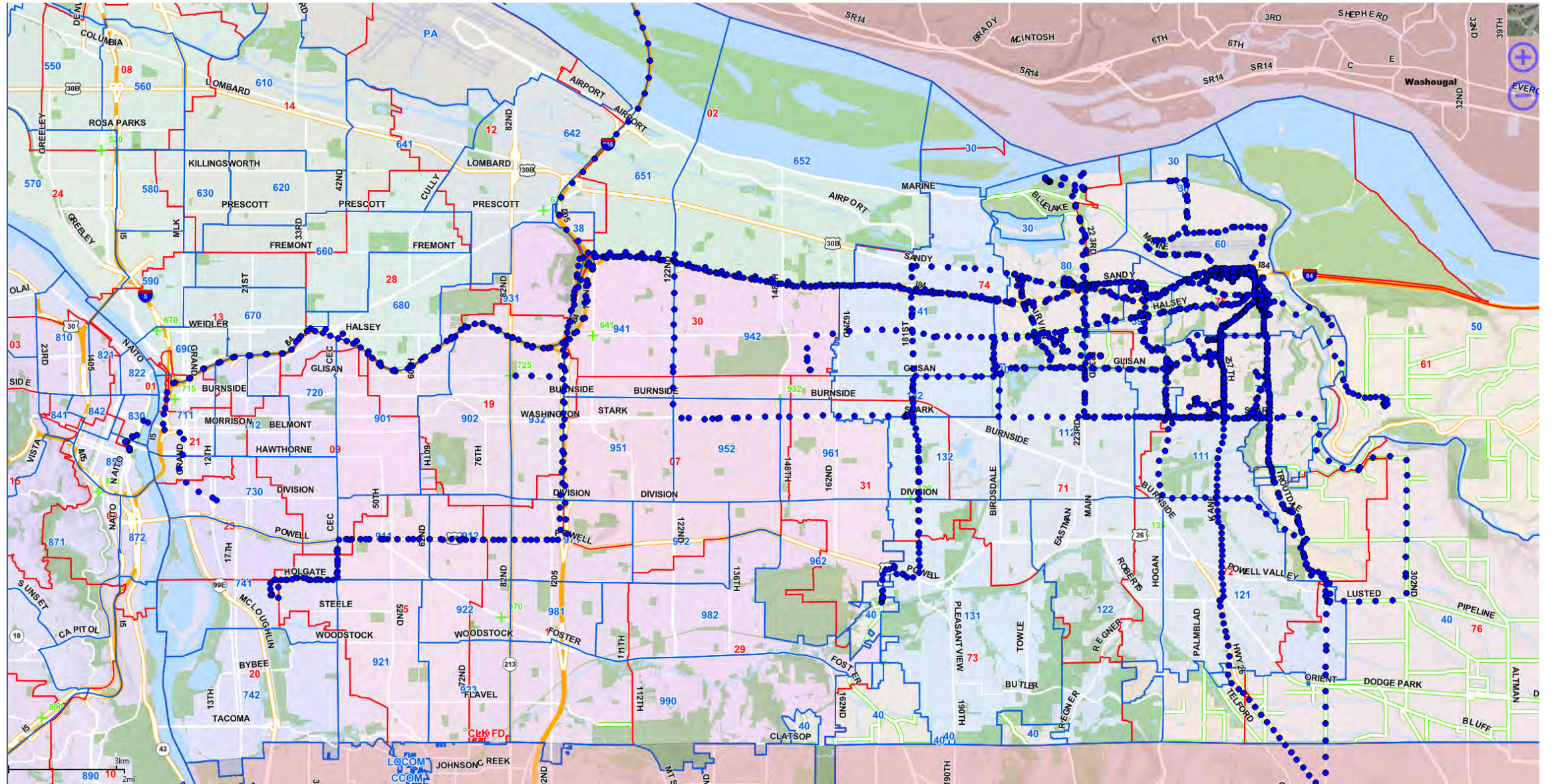
Monday, Sep 9



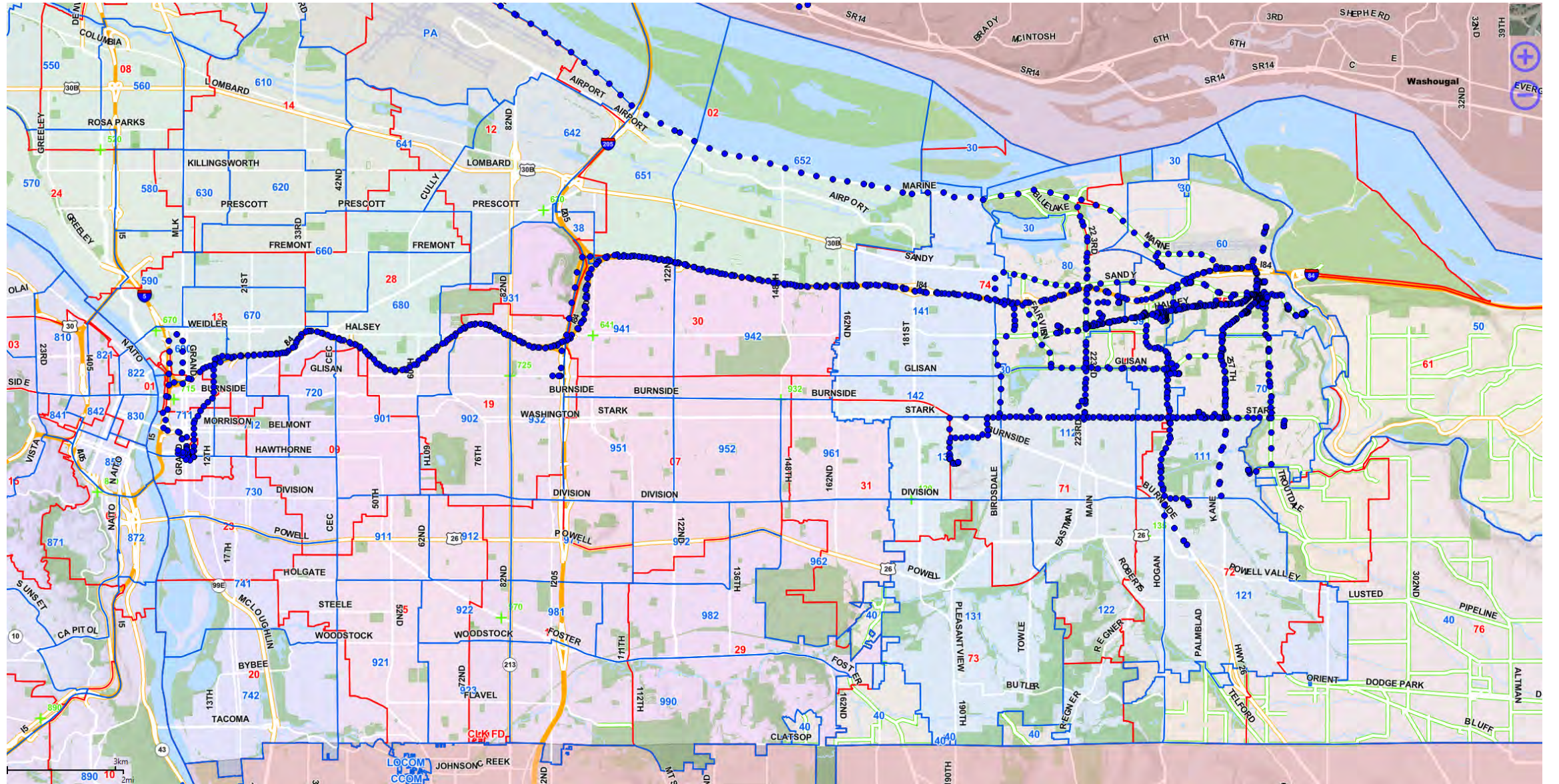
Tuesday, Feb 6



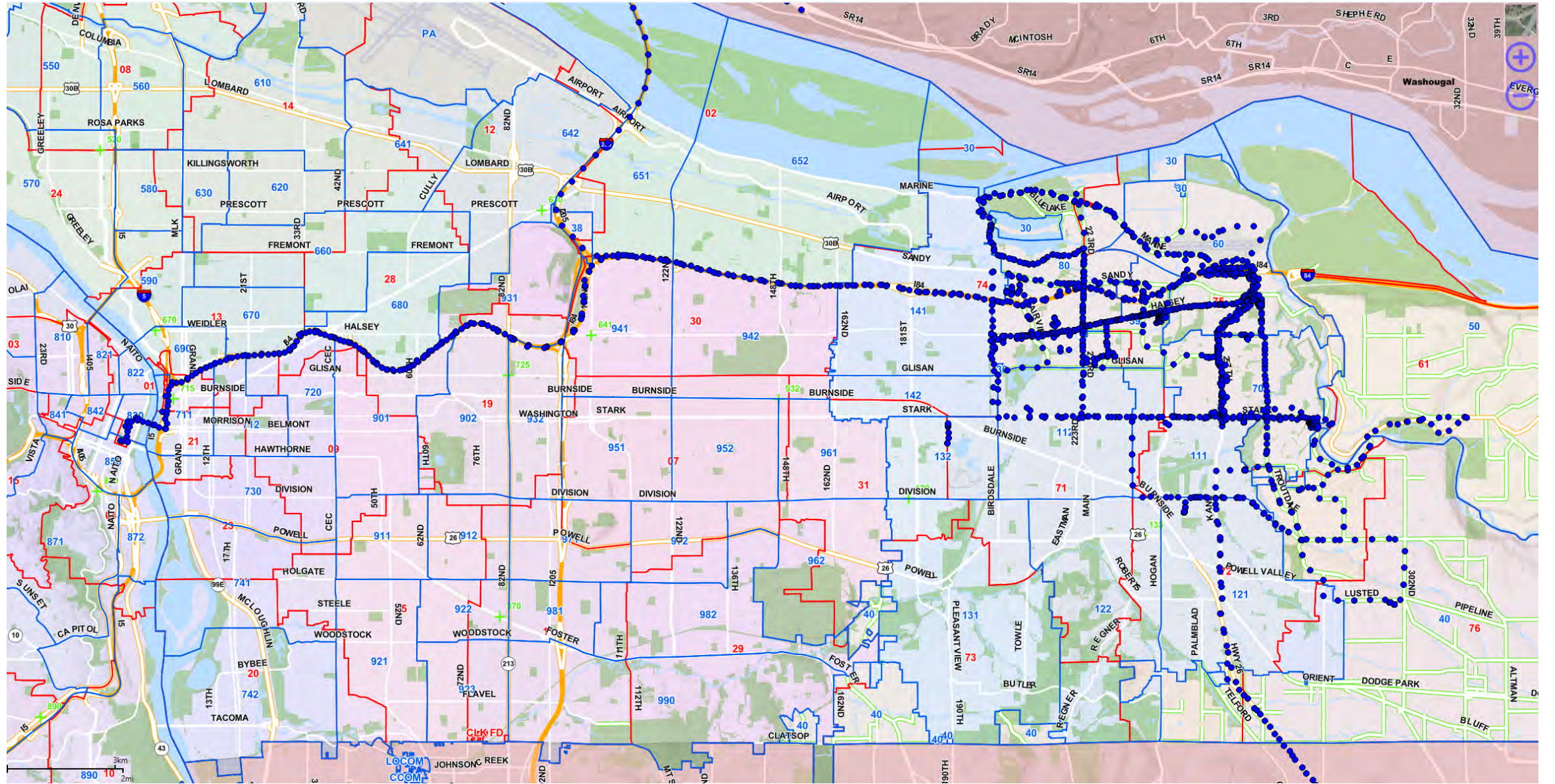
Tuesday, May 13



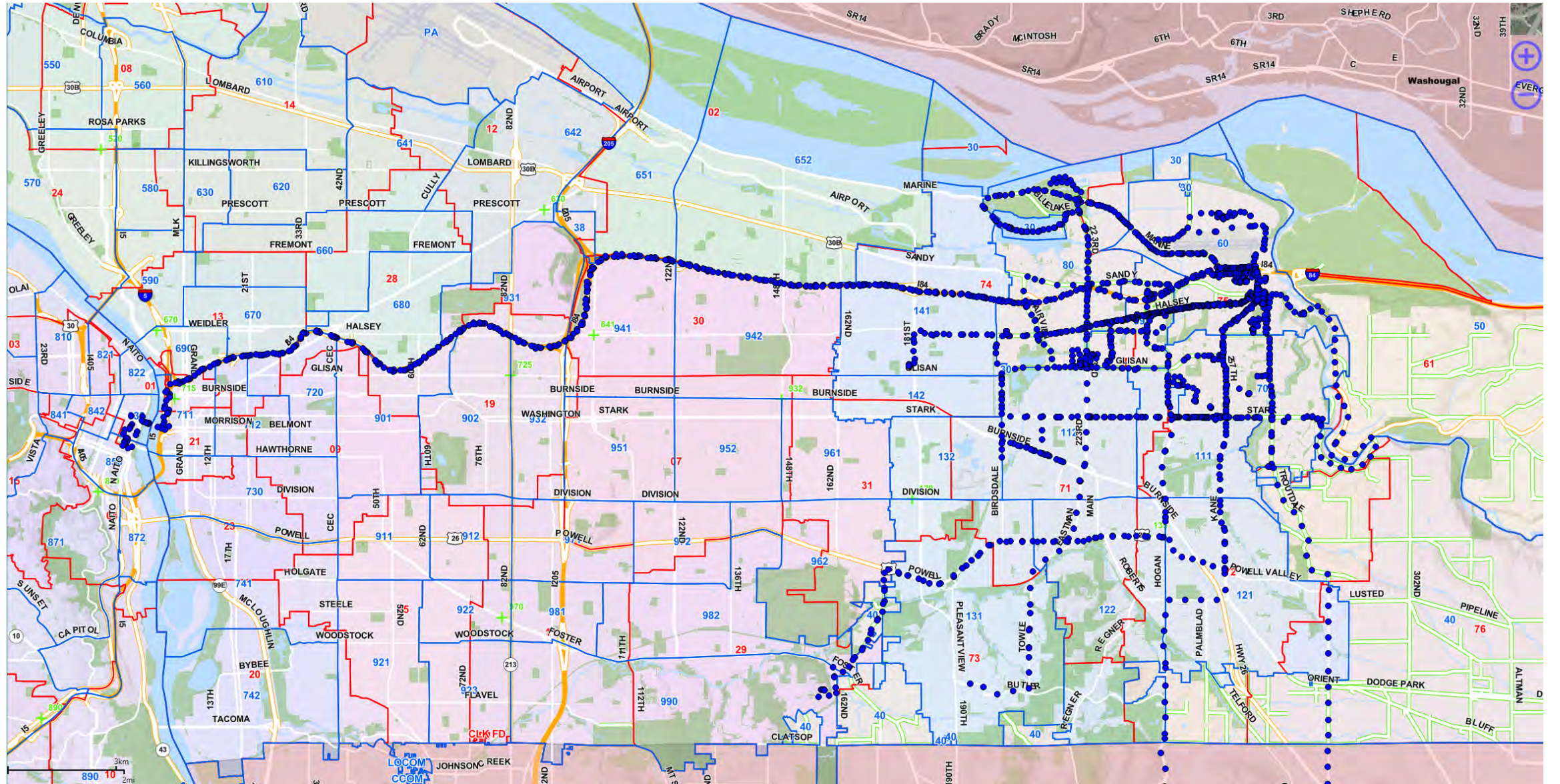
Tuesday, Jul 16



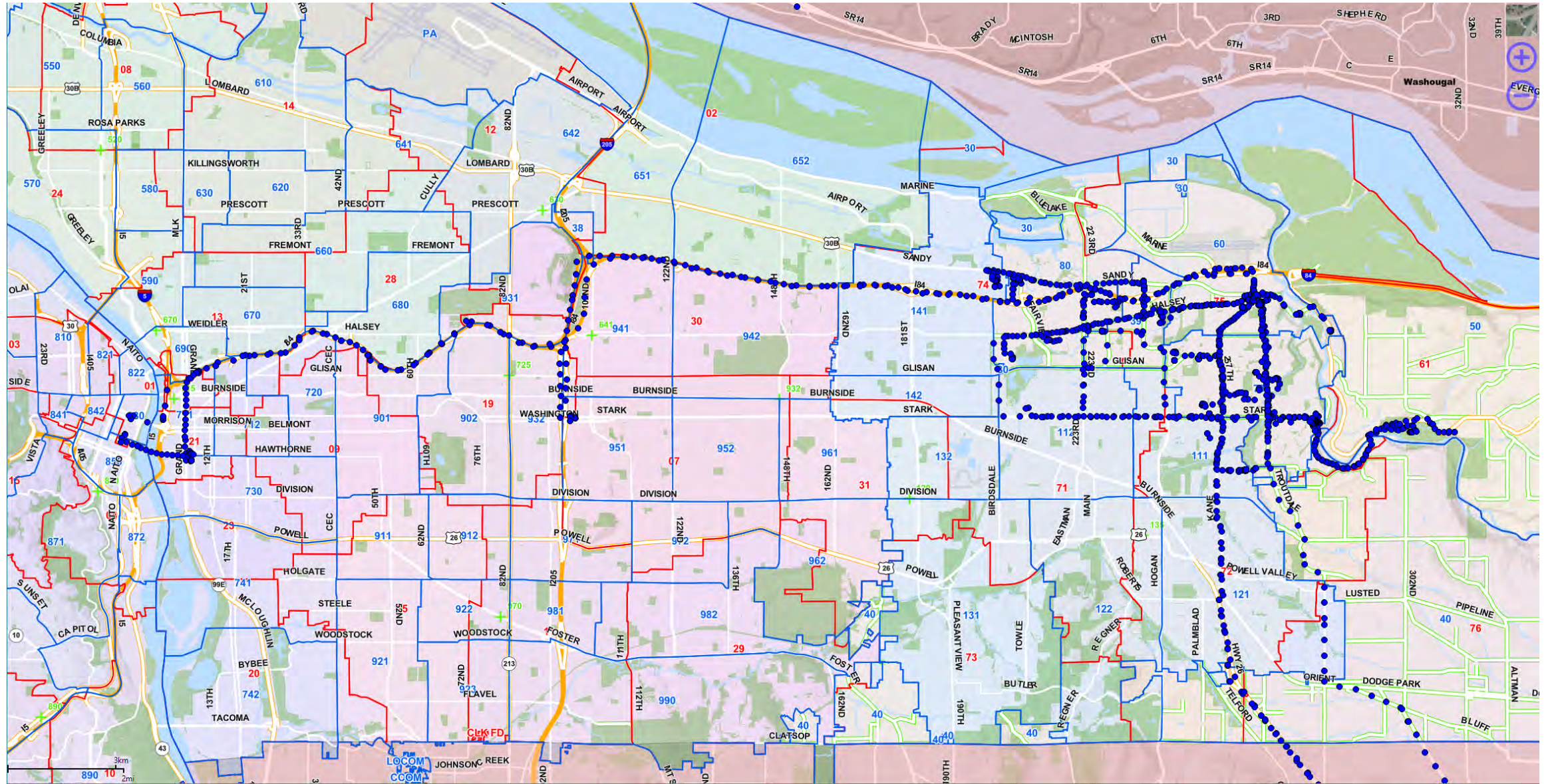
Tuesday, Aug 27



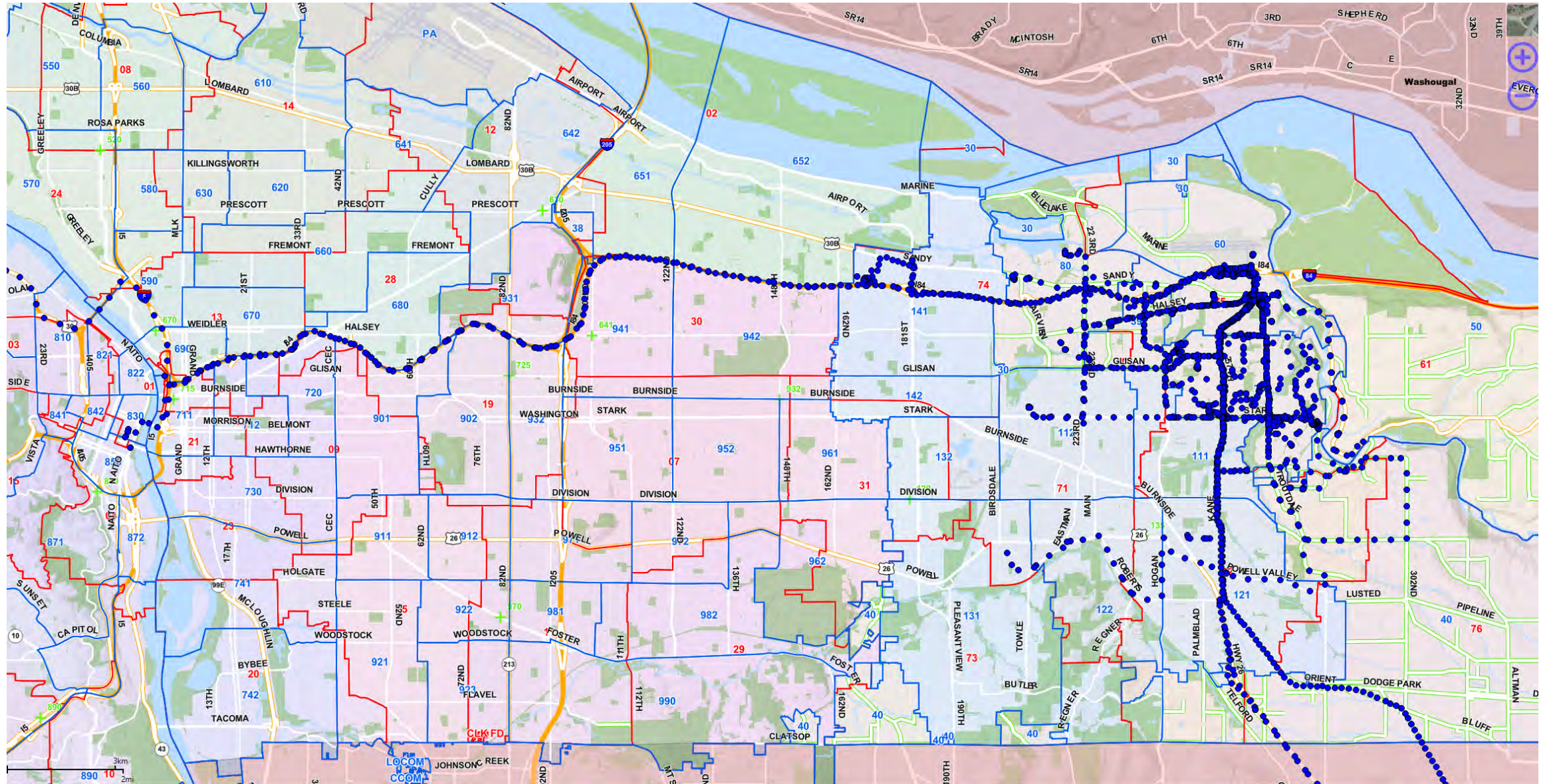
Wednesday, Jan 3



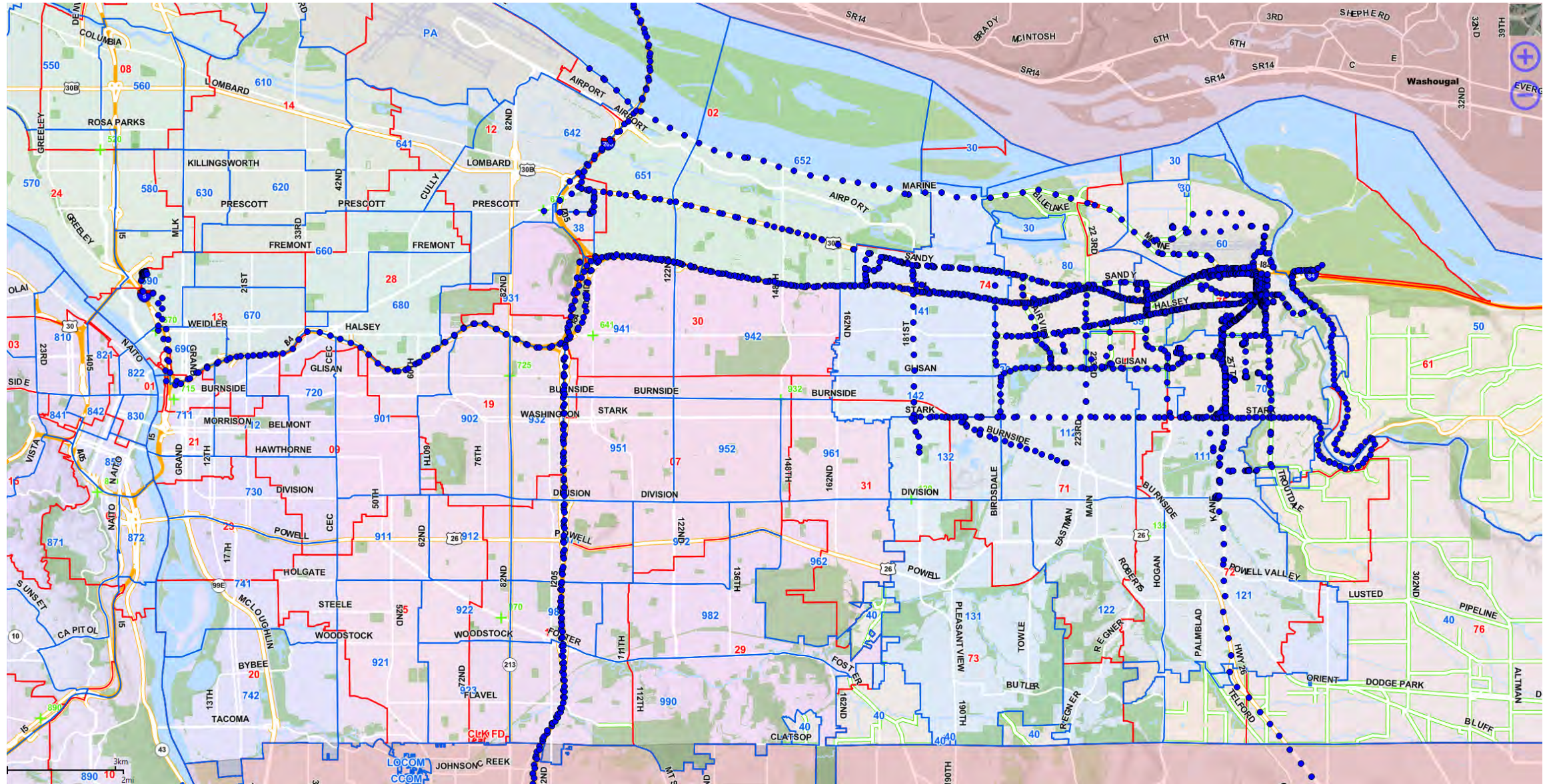
Wednesday, May 8



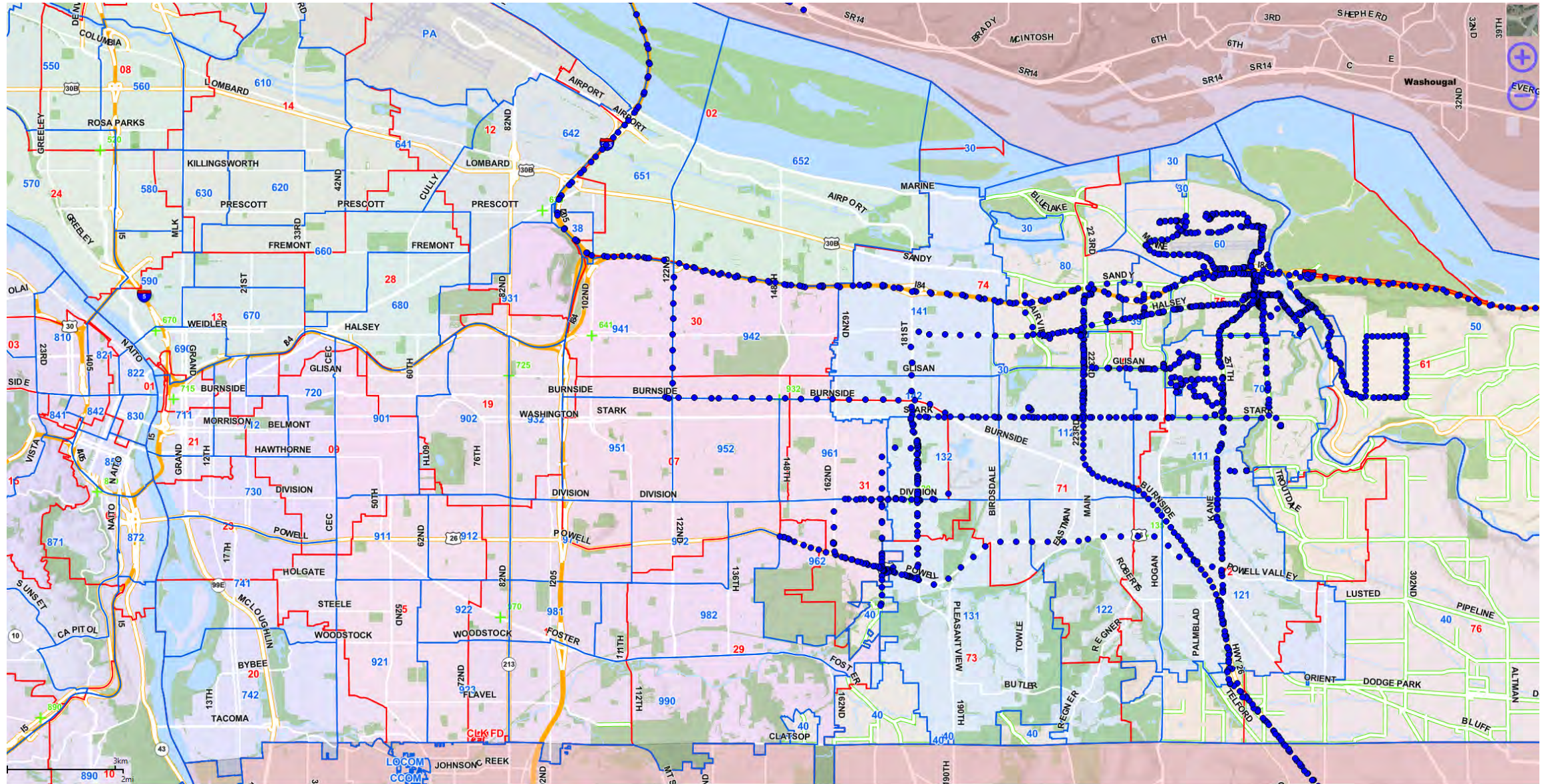
Wednesday, Sep 11



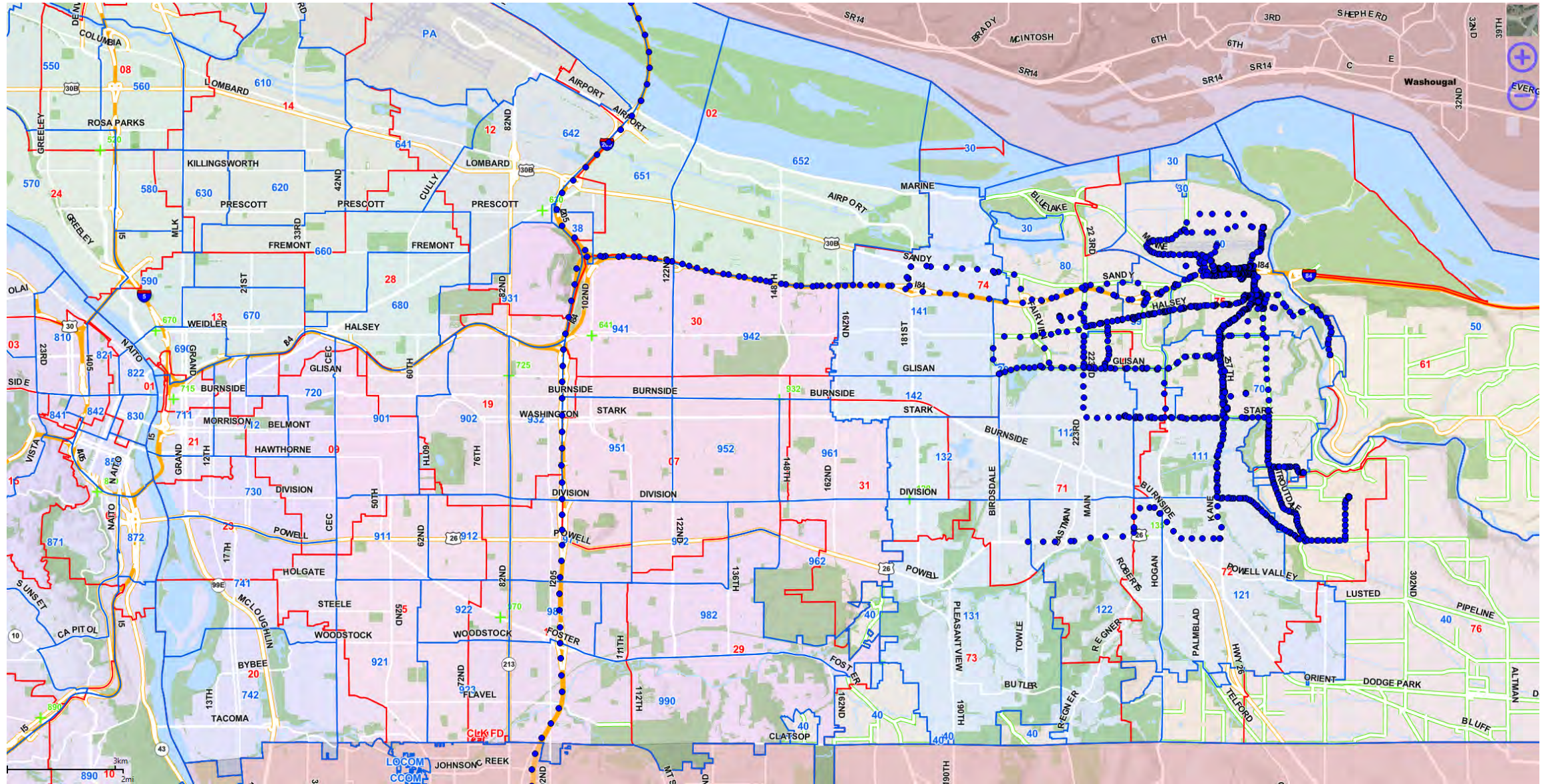
Thursday, Feb 1



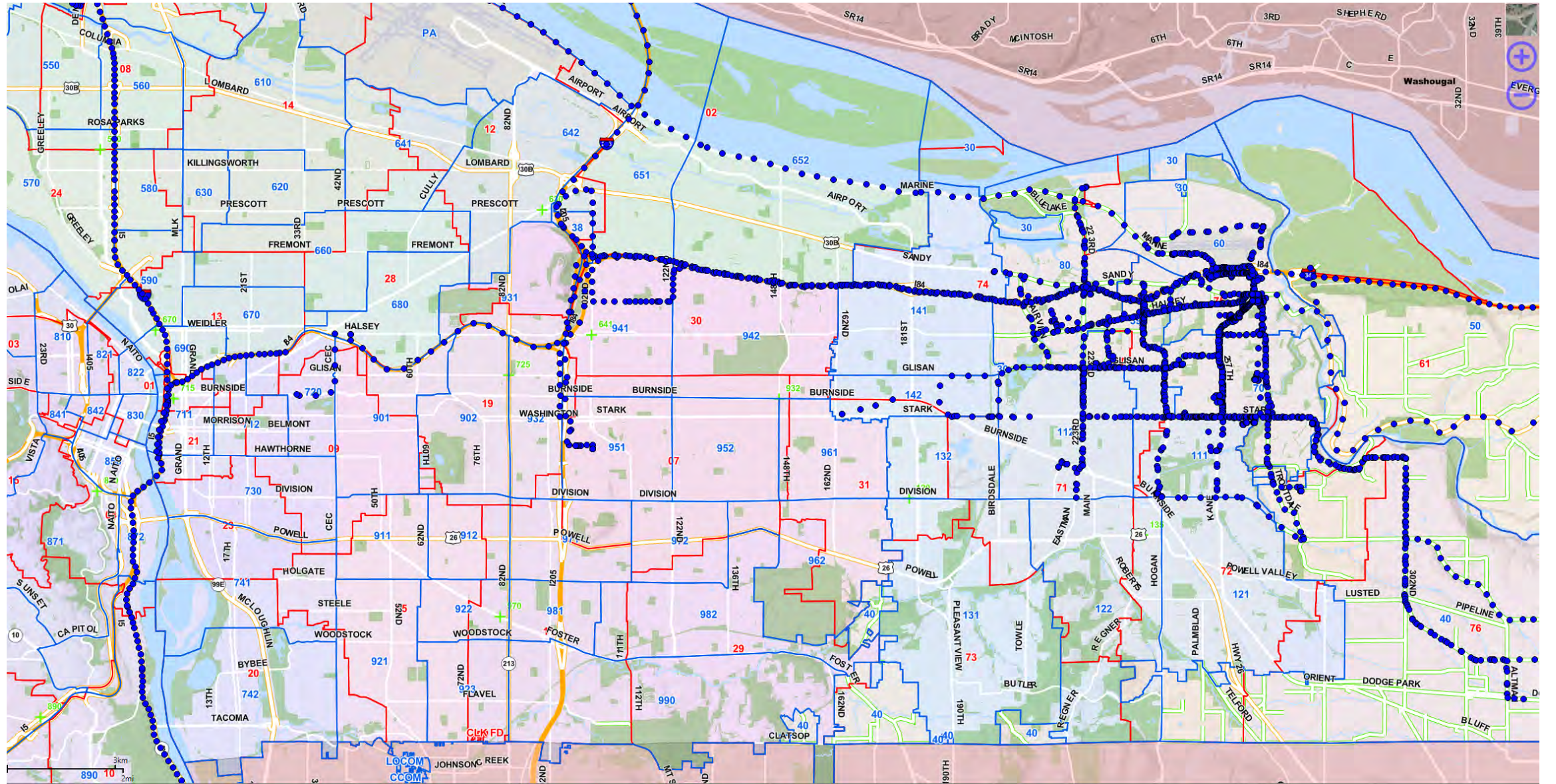
Thursday, Jul 18



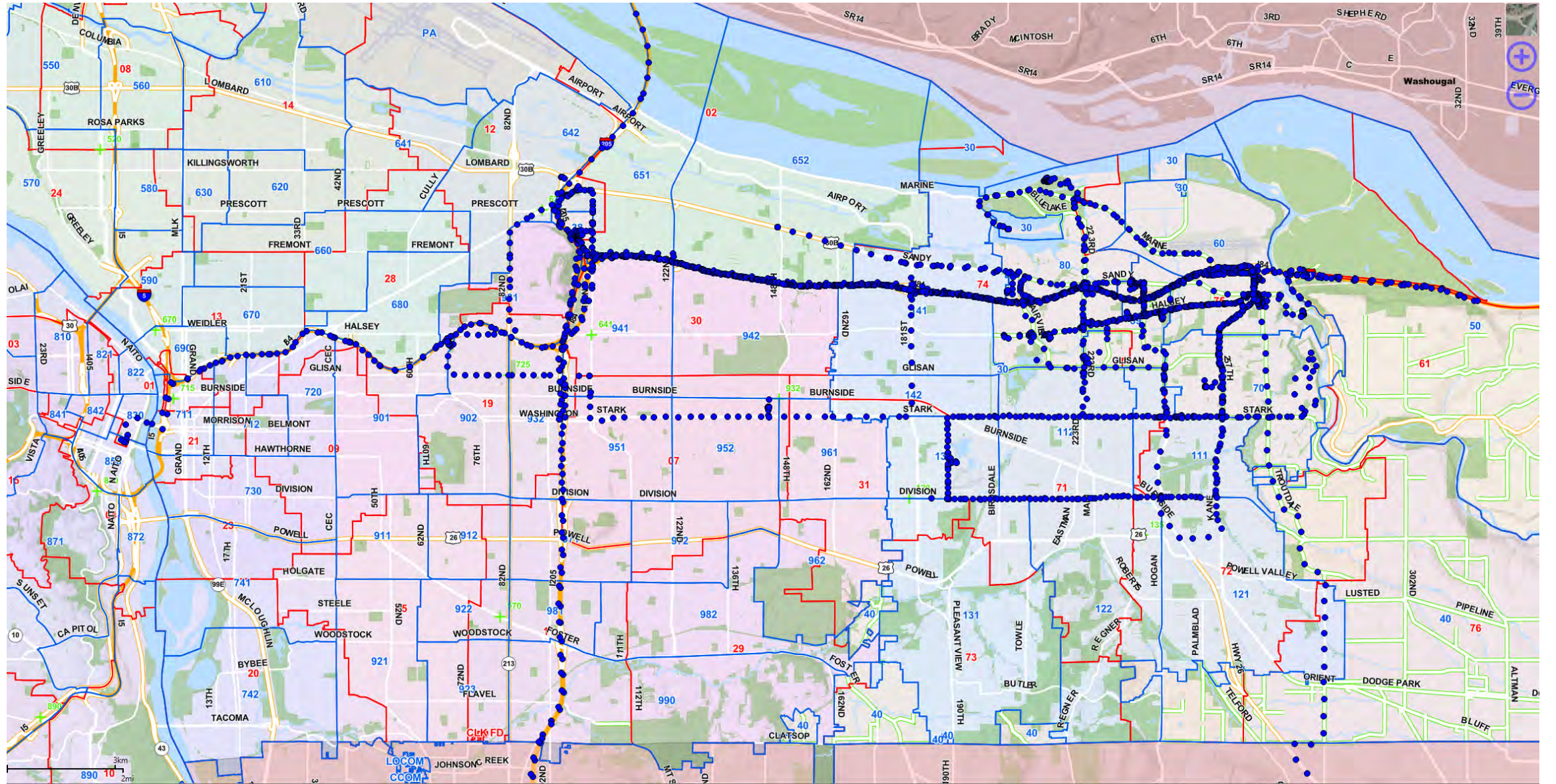
Friday, Jan 19



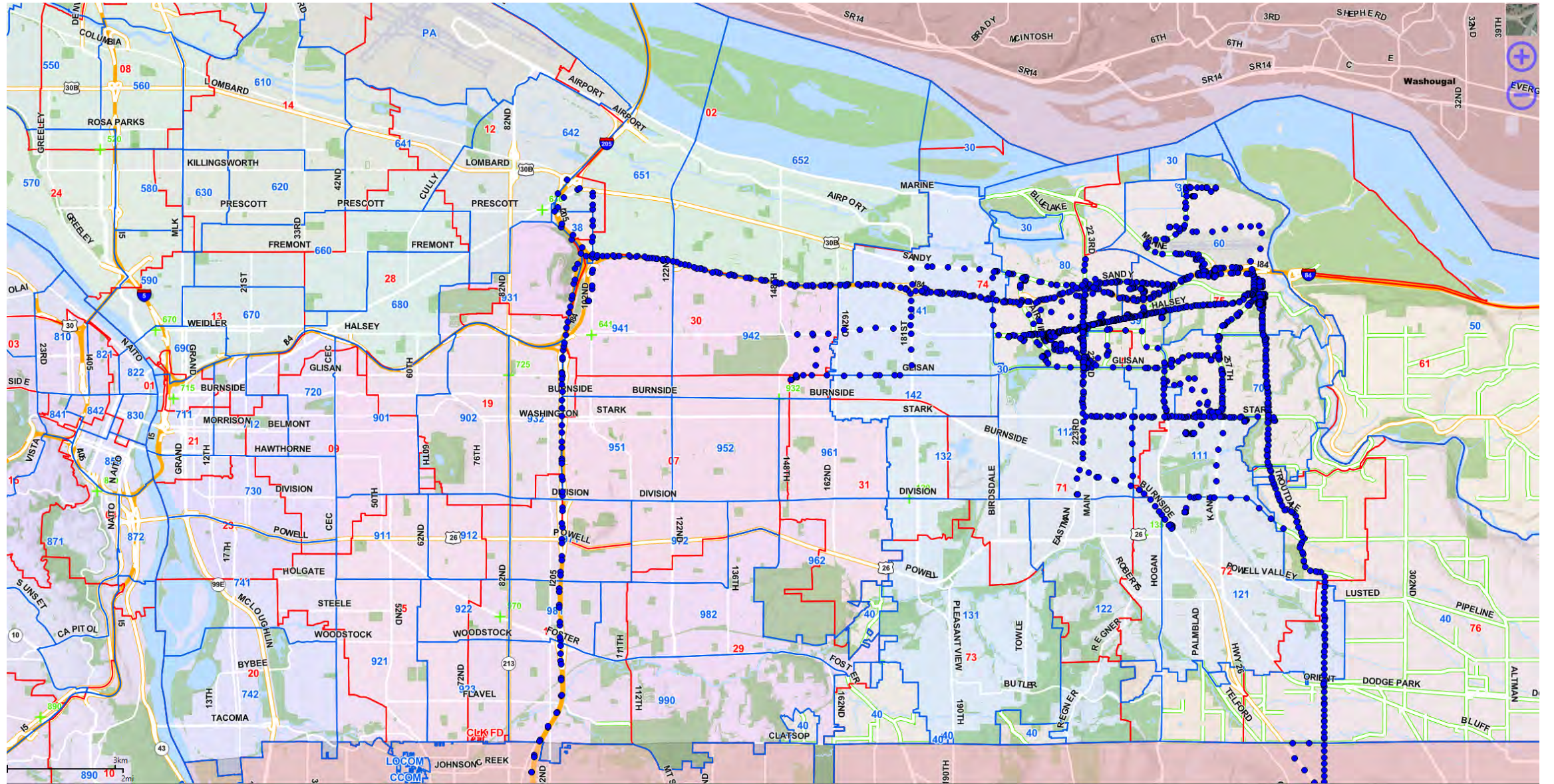
Friday, Mar 1



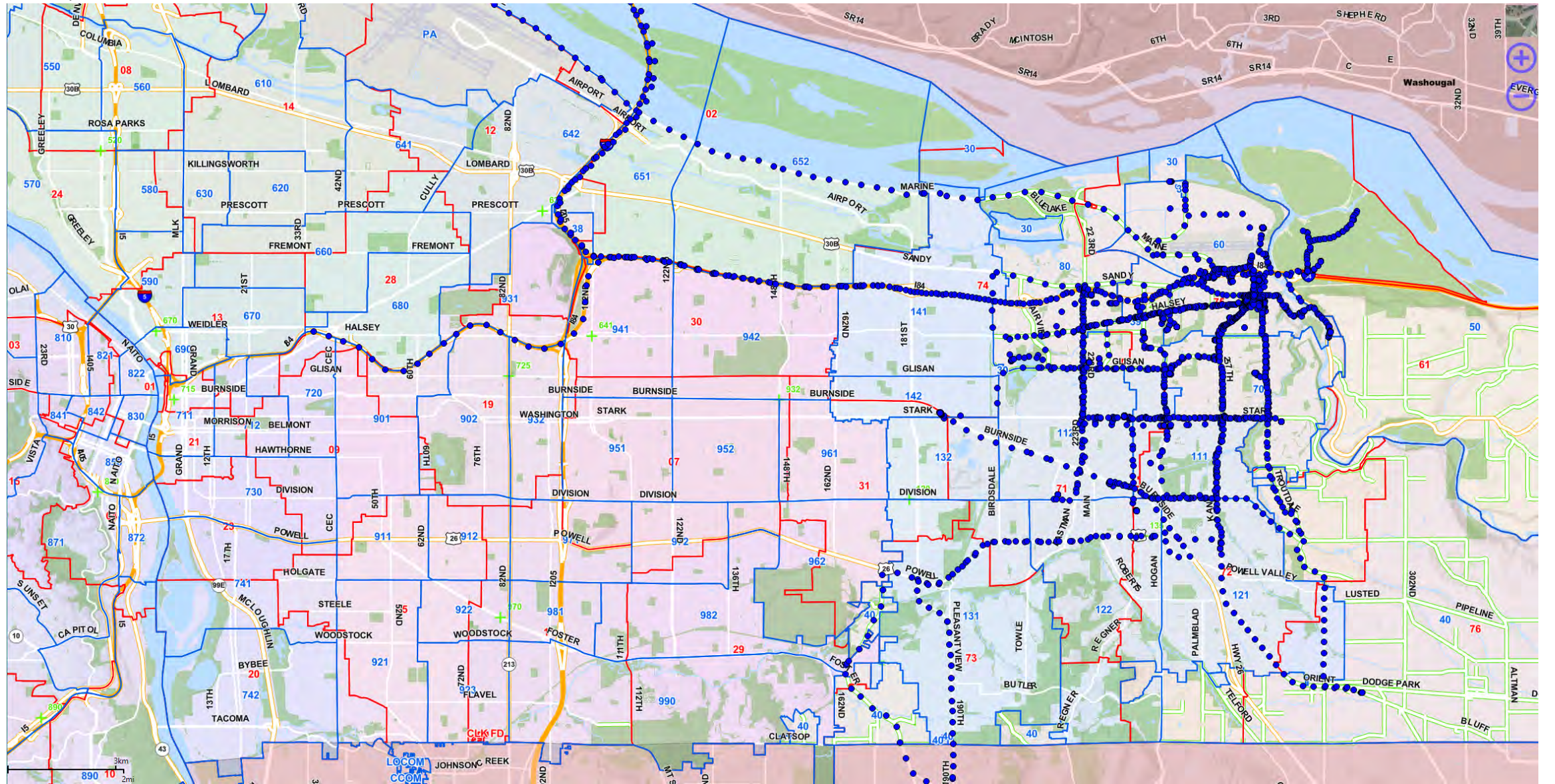
Friday, Jun 21



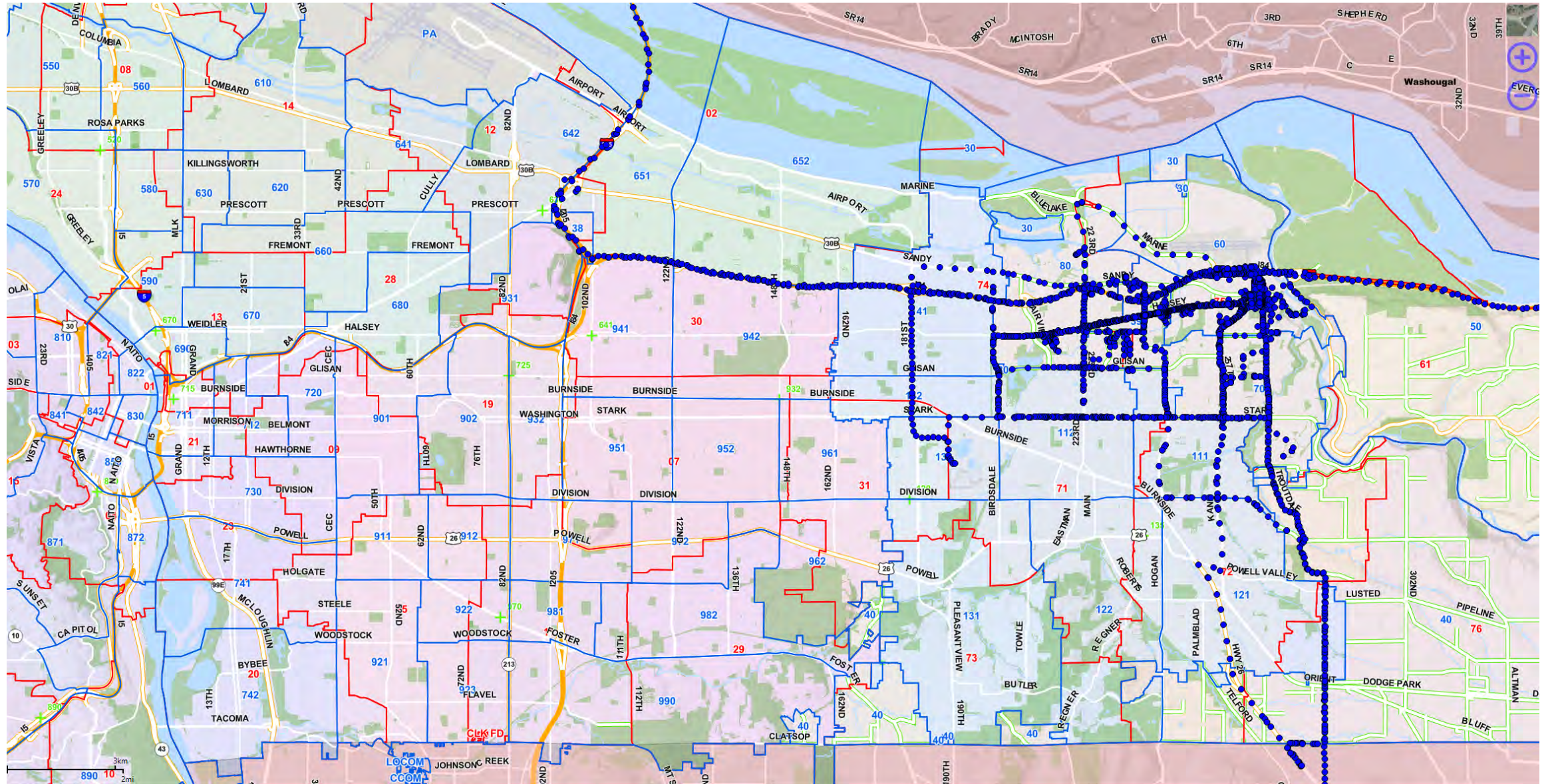
Friday, Aug 23



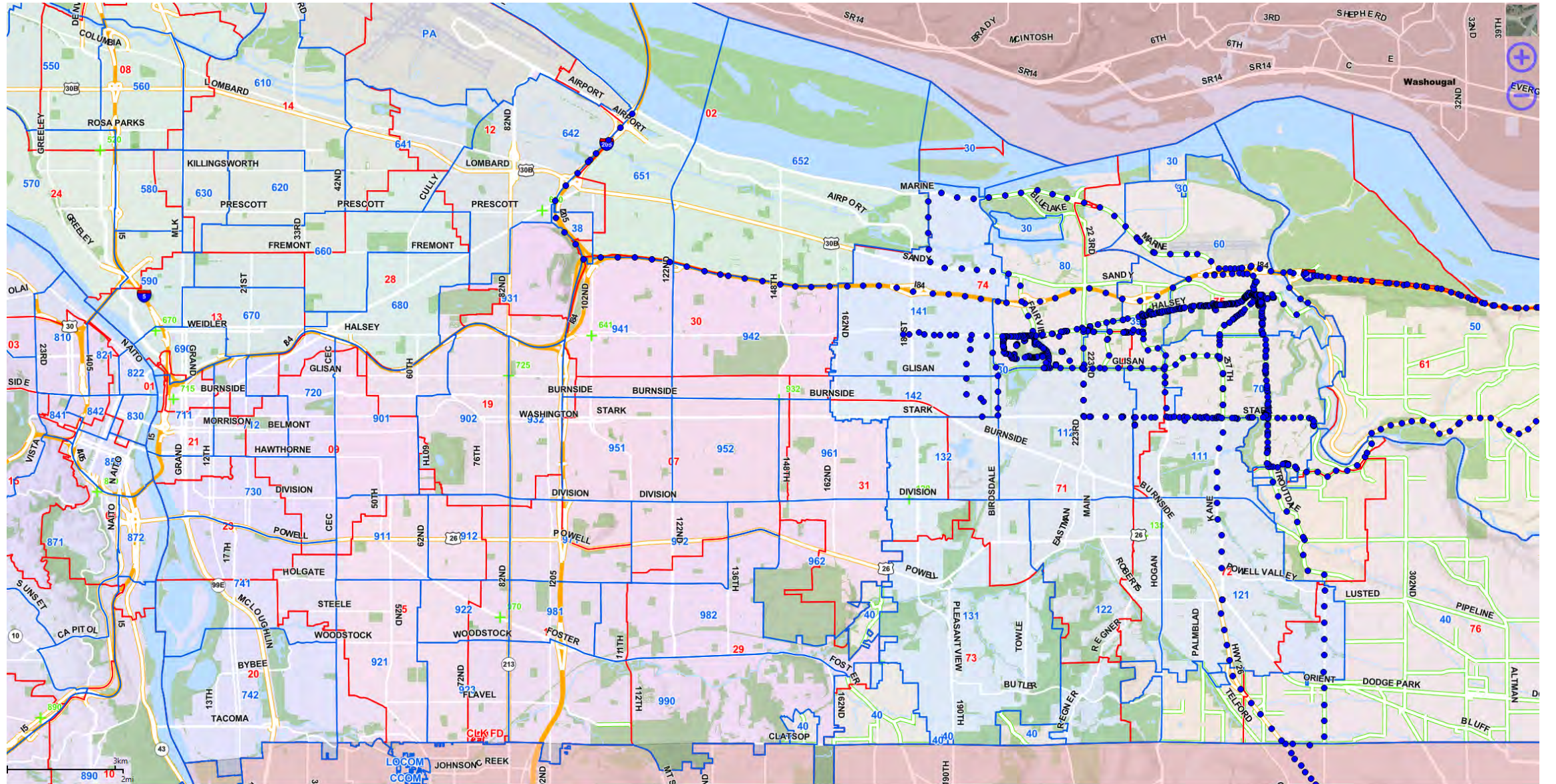
Saturday, Feb 17



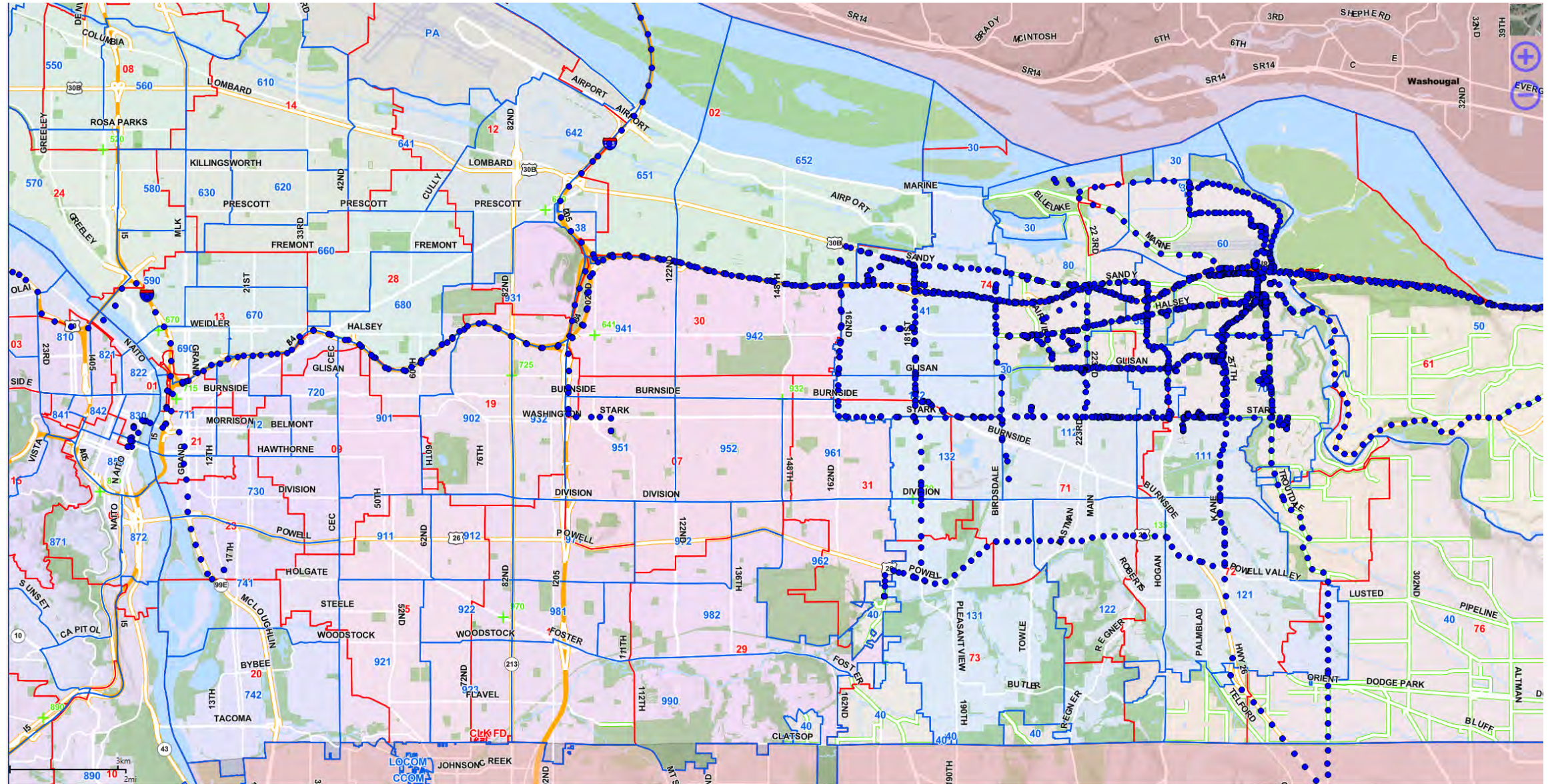
Saturday, Jun 8



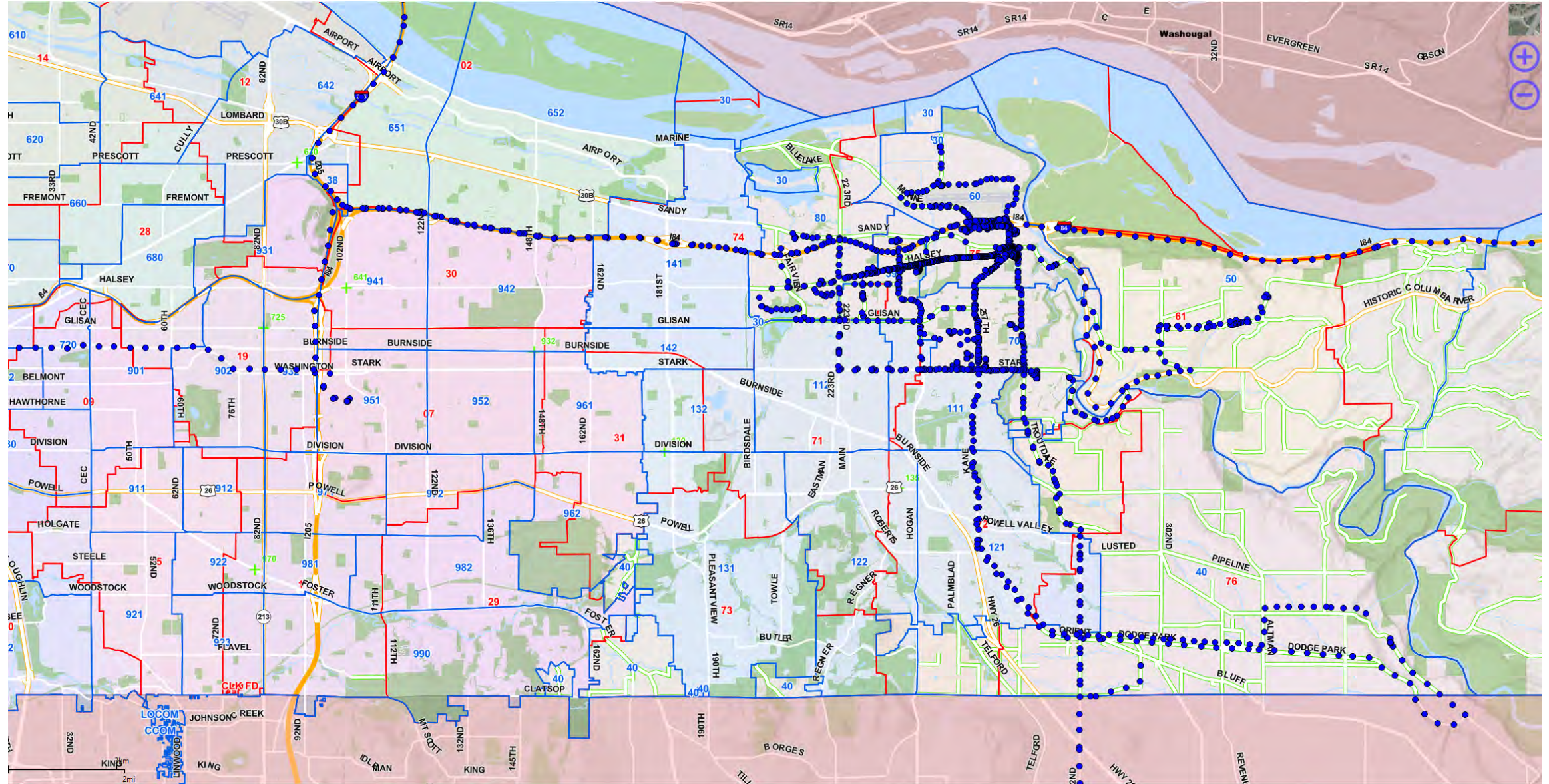
Saturday, Aug 3



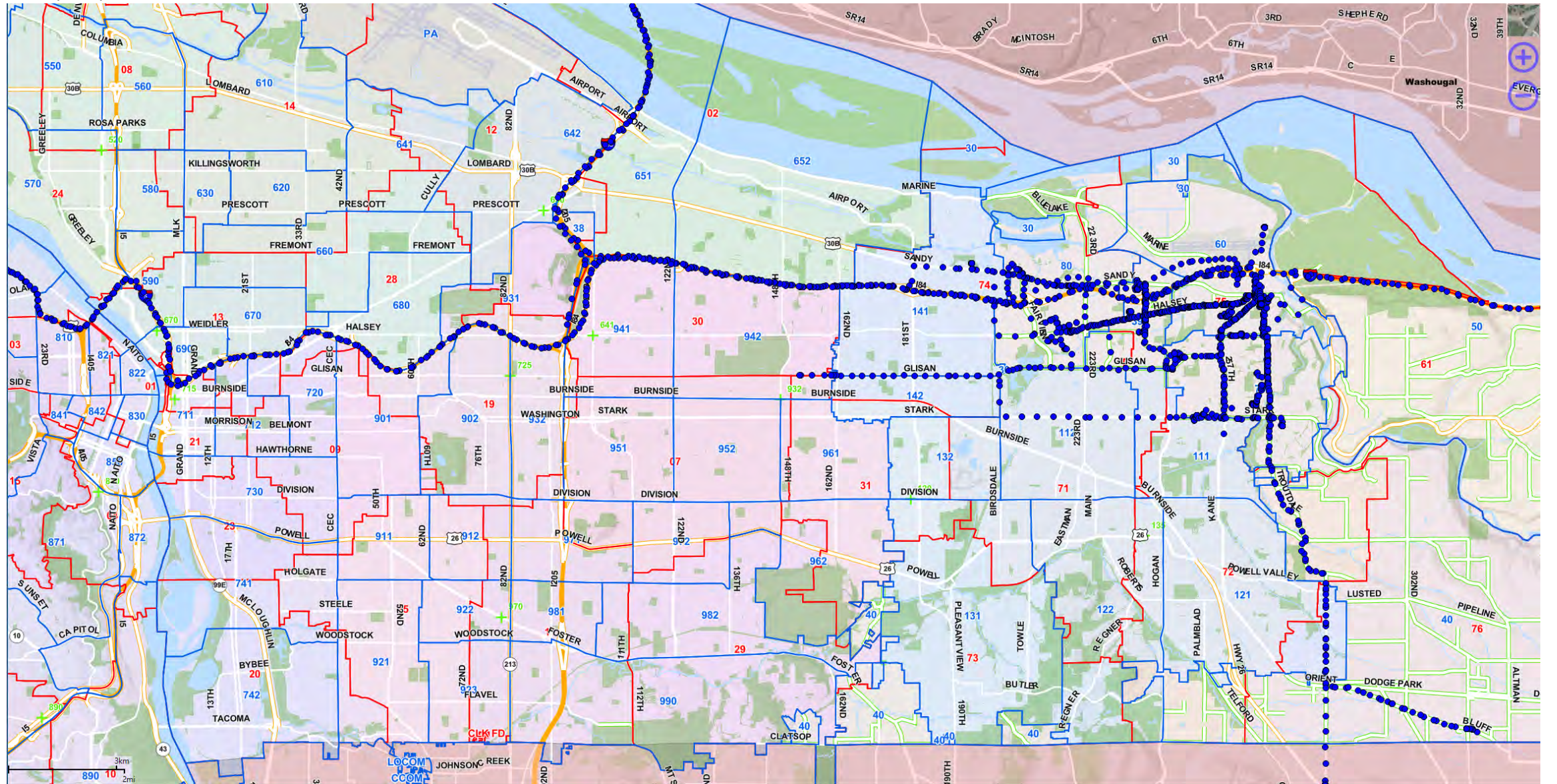
Saturday, Oct 12



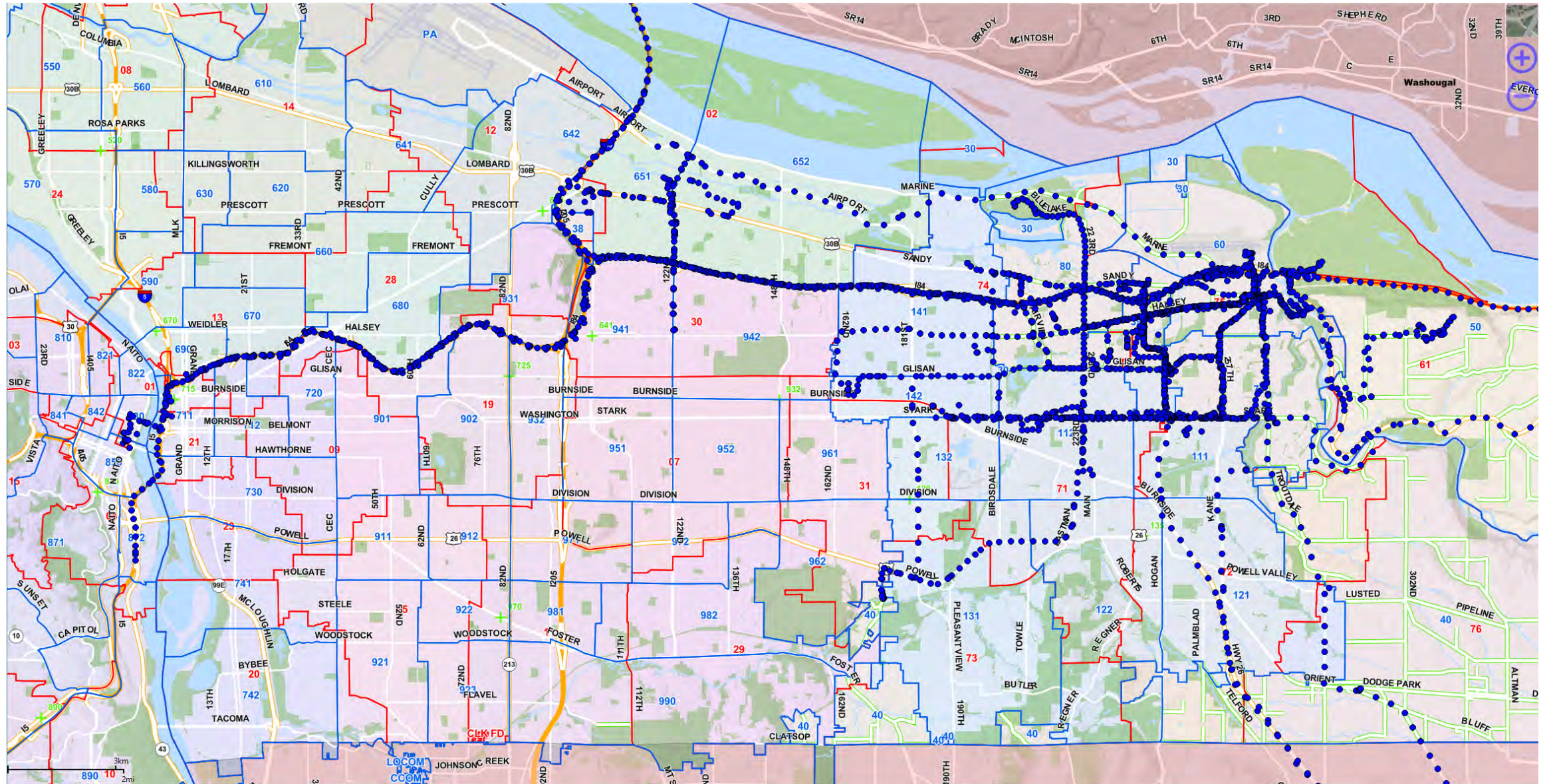
Sunday, Feb 11



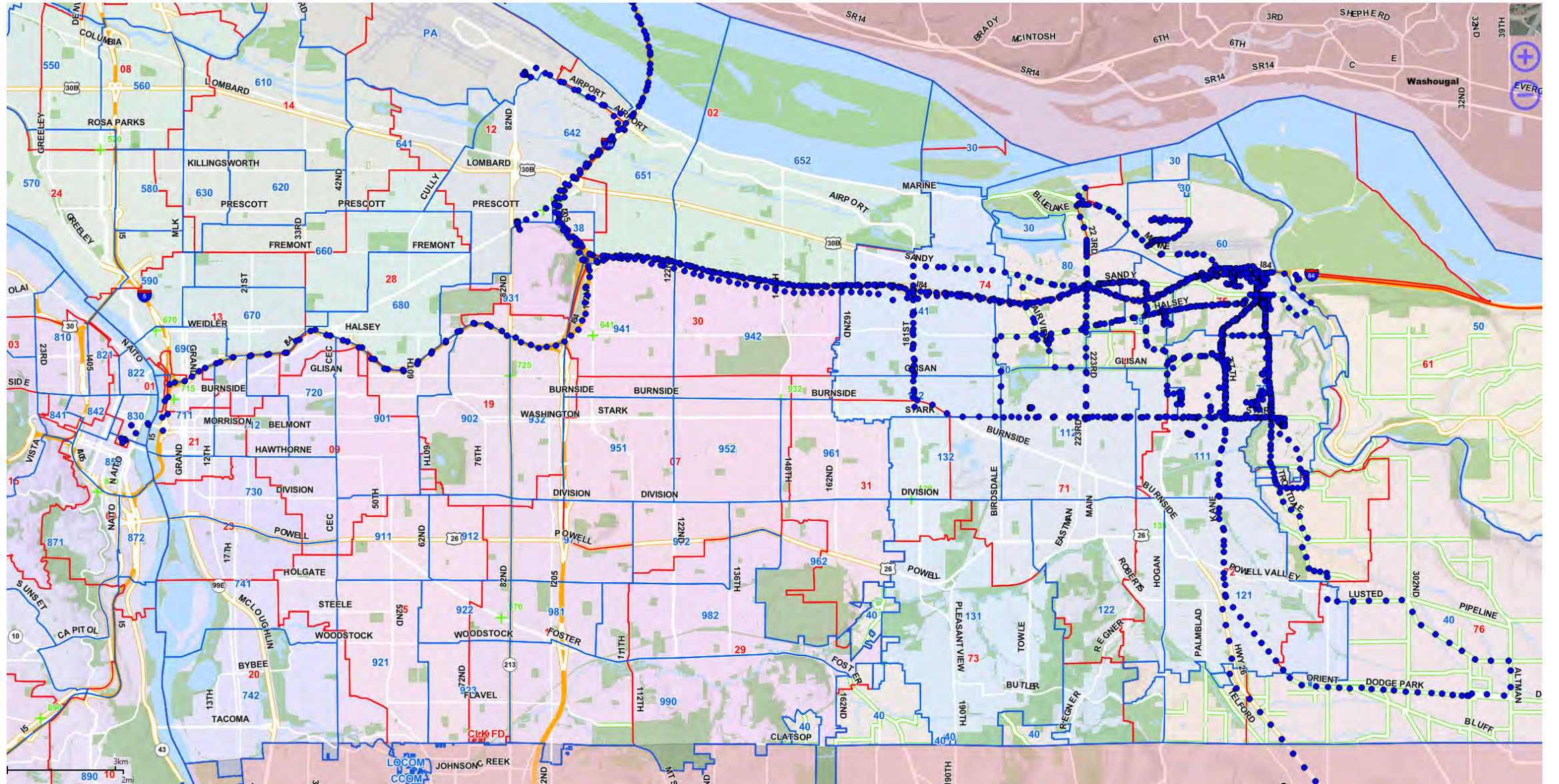
Sunday, May 19



Sunday, Aug 18



Sunday, Oct 6



Council Work Session Minutes w/ MCSO March 2015
CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

AGENDA

CITY COUNCIL – WORK SESSION

Troutdale Police Facility – Community Room
234 SW Kendall Court
Troutdale, OR 97060-2078

Tuesday, March 3, 2015 – 7:00pm



Mayor

Doug Daoust

City Council

David Ripma

Eric Anderson

Larry Morgan

Glenn White

Rich Allen

John Wilson

City Manager

Craig Ward

1. Roll Call
2. Discussion: An Intergovernmental Agreement for Contracted Law Enforcement Services from Multnomah County Sheriff's Office (MCSO).
Erich Mueller, Finance Director
3. Adjourn

A handwritten signature in black ink that reads "Doug Daoust".

Doug Daoust, Mayor

Dated: 2/24/15

Further information and copies of agenda packets are available at: Troutdale City Hall, 219 E. Historic Columbia River Hwy. Monday through Friday, 8:00 a.m. - 5:00 p.m.; On our Web Page www.troutdaleoregon.gov or call Debbie Stickney, City Recorder at 503-674-7237.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to: Debbie Stickney, City Recorder 503-674-7237.

MINUTES
Troutdale City Council – Work Session
Troutdale Police Facility – Community Room
234 SW Kendall Court
Troutdale, OR 97060-2078

Tuesday, March 3, 2015

1. Roll Call

Mayor Daoust called the meeting to order at 7:00pm.

PRESENT: Mayor Daoust, Councilor Ripma, Councilor Anderson, Councilor Morgan, Councilor White, Councilor Allen and Councilor Wilson.

ABSENT: None.

STAFF: Craig Ward, City Manager; Ed Trompke, City Attorney; Sarah Skroch, Deputy City Recorder; Scott Anderson, Chief of Police; Joel Wendland, Lieutenant, and Erich Mueller, Finance Director.

GUESTS: See Attached.

2. Discussion: An Intergovernmental Agreement for contracted law enforcement services from Multnomah County Sheriff's Office (MCSO).

Erich Mueller, Finance Director, reviewed the PowerPoint Presentation (attached as Exhibit A).

Mayor Daoust asked the lease income from the County to the City of \$210,000, how does that roll into the \$1.1 million? Is that part of the \$1.1 million or on top of it?

Erich Mueller replied it is on top of it. The lease revenue is not factored into any of the graphs or any of the calculations. Part of that is because it is not entirely settled as to what it is. There have been discussions in previous council meetings about how it would be approached, also what the net costs are going to be. **We are going to become a landlord and there are going to be additional operational costs associated with operating the building with a tenant who is going to have approximately 60 staff running a 24/7 operation.** My expectation, assuming that things get approved, is that as part of the budget process we will set that money aside to deal with the cost of operations, such as increased utility costs, and we will obtain a years worth of experience and then we will be able to see what the net resource benefit to the City is based on that lease revenue verses those landlord operating costs. The Budget Committee (BC) will then have to address how they want to allocate that net resource.

Councilor Ripma stated their first year service fee, which is the only year that is specified in here, is \$2,826,656. He is transferring 28 employees over, and he is needing capital and has expenses, phones, computers, cars and everything else. Do you know how he arrived at that figure because it is a very specific figure?

Erich Mueller replied yes. As part of walking through the negotiation process with County staff, we talked about the year prior where a lot of the savings come from, addressing the supervision where currently there are six law enforcement folks out there being supervised by two sergeants and the ability for one sergeant to supervise all six which would provide a significant cost savings. There are operational cost savings. There were multiple calculations back and forth.

Councilor Ripma stated those numbers are available then. Is there any reason that they can't be shared with the Council? As a recent Oregonlive article mentioned, "details of Troutdale's plan including details on specific savings were not available". I am asking the Council to back me up. Erich, you are the finance guy, you have to be the one that questions this kind of thing. Could you please provide us with some justification for how much it is costing the Sheriff? We are going to be paying \$2,826,656. How much is it costing him? I understand there are start-up costs. That is the only way that we can know that those 28 positions are real and that they are really going to continue in future years. Another concern is for future years there is a cost of living provision, but it has a provision for any kind of extra service that can be charged to us. The Sheriff ends up being the exclusive determiner of the personnel necessary to provide the level of service. We will not have anyone in the City who will be able to know anything about it because we won't have any police. How are you able to justify the rosy predictions of all of the savings? For instance, if we end up seeing a reduction in the level of service, we could easily be charged more. That \$1 million could go away; it wouldn't take long. It wouldn't take much overtime frankly. That is why I am asking for the specifics that I was hoping we were going to get for tonight.

Erich Mueller replied in the staff report it mentions that there are 16.5 positions that are represented by that personnel and the various roles, which are listed out there. Of course there is the PERS benefits, payroll taxes, all of the costs associated with those positions. We had originally proposed 15 positions last year and as part of the process of the budget office working through everything along with HR and folks from the Sheriff's office they came back and programmed what was going to be necessary for them to provide the services that are described in the IGA, particularly Section 4 where it lists out what the services are that we are contracting for. They went through that process and determined that the personnel needed to be adjusted verses what the work group had come up with in the concept. That is how it ended up being 16.5 positions rather than the 15 that had originally been proposed.

Councilor Ripma stated your staff report on page 6 says all 28 positions would be transferred to the Multnomah County Sheriff's Office (MCSO), and that the City would pay under the contract for services of 16.5 positions. How is that being done?

Erich Mueller replied that was the same as what we went through at the last work session. The MCSO is taking all of those employees. They have vacancies that they are filling with these employees. What is necessary for them to provide the services, because they have a larger organization, we have to provide the entire depth to be able to provide the operation. They are able to draw from the rest of that pool when there are people who are out sick, training or on vacation.

Councilor Ripma stated so the way he is saving money and is able to charge us this small figure, relatively compared to the 28 employees that we are transferring over, is by having fewer employees.

Lt. Wendland stated when you start with the 28 FTE's and you go down to 16.5 FTE's you have to consider that there will be efficiencies with the combined resources. For example we have a property tech position and MCSO has a property tech position. We have been holding that position vacant for the last year as we have been working on this consolidation. We are not going to go out and hire another property tech because they have one. So there is one position that goes away out of that 28 FTE's bringing it to 27 FTE's. We have some outside funded positions such as the School Resource Officers (SRO's), a Gang Officer and a TriMet Officer, so that is 4 positions off of the 27 FTE's and that gets us down to 23 FTE's. The 24 hour road supervision, which we don't currently have, they do have 24 supervision. We have four supervisors and they have six. They only need six. There are four spare bodies so that comes off of your 23 and brings us down to 19 FTE's.

Councilor Ripma stated that is all known, so just provide us with that. I can be convinced. You are sort of leaving out those details that are vitally important. The only way we are going to know if this is real for 10 years is to know that these are real numbers that are believable and that can be sustained. I am asking that the Council request staff to provide us with this information. That is what we need. Our Chief, the agreement specifies 6 months, until January 2016, is the only period when we will have a Chief under the agreement. Going through the agreement the position of the Chief has many duties specified, particularly direction for daily operations in the City, and he is really only guaranteed a position under the contract for 6 months. The Troutdale Officers are to remain in their current districts for only 6 months. The uniforms, under the IGA, are only for 6 months.

Chief Anderson stated the officers assignments fall under the auspices of the Deputy Sheriff's Association. There are contract issues regarding the assignments of the officers that we have to abide by, and that is what is going to prevail.

Councilor Ripma stated well how do you do it for 6 months then.

Chief Anderson stated now you are talking about me; I am not in the union.

Erich Mueller stated for the officers there has been ongoing negotiations with the two labor unions, the County HR and the City working on the labor employee transfer

agreements. That is something that is going to be governed by the transfer statute. The employees in Troutdale are going to be joining a collective bargaining agreement and they are going to be governed by that. They are being welcomed by the existing members and their expectation is that on day one they are full-fledged members and they are governed by those benefits and limitations. Because their annual shift bid occurs late in the year and starts in January of each year, this transition period will be addressed by the officers continuing on July 1st to patrol the districts they were patrolling on June 30th. Late in the year when the shift bid process occurs normally for the Deputy Sheriff's Association they will get to bid just like all of the rest of them and be governed by the rules of that collective bargaining agreement as it relates to the employees. The Chief is not in the union, but the Chief is an employee he is not a servant and we can't commit him to be here forever and always. That is why that aspect is addressed.

Councilor Ripma stated my point is the position of Chief, under the Sheriff...

Chief Anderson interrupted and stated it will remain.

Councilor Ripma stated under this agreement it is only specified to last until January 2016. If you are saying they will continue it, good. Part of our job is to question that and find out why it is specified that way.

Erich Mueller stated the contract specifies that there will be a Chief. It simply also specifies that the existing Chief that we have on June 30th will remain in that position for 6 months. At some point after that there may be the same Chief for a period, but at some future point there will be a different Chief. The contract provides that we will have a Chief of Police.

Chief Deputy Jason Gates stated just to clarify, you have made the distinction between the transition period and then the contract. The transition period was a desire of the Troutdale City Council in reference to not having all new employees covering Troutdale districts. Erich has already explained the transitional period in reference to the officers. In January 2016 we will still be covering two districts and often times you will be seeing the same Troutdale Officers that have always been here and this Chief is going to be indentured until January 2016. What we are committing to is a transition period with this Chief for 6 months. After that, that could change; it is very unlikely though.

Councilor Anderson stated we tried to keep continuity as long as we could and that was the answer that we got. They are going to be employees for a different organization so therefore the officers that transfer over are going to have an opportunity to bid on different positions within the organization should they choose. Believe me, we tried to keep as many of them as we could for as long as we could for continuity sake, but if fell out of our scope as far as the labor agreement is concerned.

Sheriff Staton stated when it comes to the Chief, we have had the discussion as it has been explained about the 6 months. Yes that is the guarantee that he will remain in control and get everything organized for us. However, we have internally created the rank of

Commander for him and that will be the rank that he will attain. It is directly under the Chief Deputy. He will be assigned out here to this contract City for as long as I want to keep him here. My intent is not to move him during my tenure as Sheriff, so that is four years. The reason it was set up for the 6 months is that we cannot guarantee that the Chief won't chose to retire, which compromises the position and looking at another commander for this position out here. The other is that if he gets sick, injured or something like that and we have to replace him, that is why these provisions are put into the contract. I can assure you that this Chief right here, should this contract go through, will be a Commander in the Sheriff's Office which is a newly created rank solely for his particular position so that he can service this contract and he can service other responsibilities within the Sheriff's Office.

Councilor Ripma asked so there will be somebody who is Chief throughout the entire length of the contract?

Sheriff Staton replied our contract cities look at certain people, they call them Chief and that is fine. For the Sheriff's Office perspective his rank will be Commander. You have a Sheriff, an Undersheriff, then you have Commanders, Captains, and on down. We have a specific rank structure and each rank structure has specific responsibilities. This particular rank, and because of this particular contract and the way that we have developed this contract, this fits his rank structure to the fact that his sole responsibility will be to report to the City Council. Once again, I will remind you Councilor Ripma that this City Council has always had the opportunity to ask the Sheriff to come out here and address specific issues about public safety. I have never had that invitation, I've never seen that invitation for any of the prior Sheriff's. We do that with other contract cities. We do that with cities that are not under contract with the Sheriff's Office. Should the contract be signed both his position as a Commander and my position as Sheriff are directly responsible to this City Council just as we are to the Board of County Commissioners. You represent the citizens here so does the Board of County Commissioners. I cannot work independently, nor have I ever worked independently. But I am an elected official and part of that responsibility is to be able to speak for the citizens out here if the Board of County Commissioners or this City Council are failing to provide for them. That is my only responsibility with regards to that. Other than that the outlay of public safety is under your direction and is under the direction of the Board of County Commissioners, and my responsibility under state law. That is as simple as I can make it to you. What I am guaranteeing is that for the first 6 months of the contract I am assuring that he (Chief) is here during the transition phase. Once that is over he continues on in his position here, that is not going to change but his rank will be a Commander, but if you want to call him Chief you can.

Councilor Ripma stated you determine our staffing needs/levels. Are you saying that Troutdale will always have this Commander level person?

Sheriff Staton replied yes. This is a new position for the Sheriff's Office simply because of this contract.

Erich Mueller stated it is provided for on Page 3 of the IGA under Section 4.1 – Patrol Services.

Councilor Morgan stated I would like to hear from the Sheriff, the Chief, I know a lot is being made about the dollars and cents. When you had the police bond it was public safety is an investment, and now **this is being advertised as a cost savings.** To me public safety is an investment. During the campaign we talked about human trafficking, drugs, and gangs and I see those as additional things that we will get from the County. I would like to hear about the value that this will bring. I don't think a lot of people understand the 24 hour supervision that we don't currently have.

Chief Anderson stated I am glad you asked. It is not fair to the officers, it is not fair to the citizens in Troutdale to have police officers on the street without supervision. The risk, the liability, the safety issues that they face can change like that. I don't feel good about having been here for six years and not being able to achieve 24/7 supervision because that is a minimal service that the public deserves and the officers deserve. There is no way that we could have added to the budget to get there. We have tried. We are struggling just to get cars let alone people. Because of the situation that we have had for the last six years we have had to bite the bullet and just go without. A couple of years ago I decided that was unacceptable and we needed to do something to change that. We tried changing our schedules, which was to the detriment of the officers and the sergeants because they were working longer hours and getting more tired so I discontinued that because they need to be safe. There is no excuse for a city of our size not to have 24/7 supervision. The liability and the risk that we incur as a result of that is extremely poor planning at a basic level. That is very important to me and that is something that we will get with this contract without having to pay that \$340,000. Eventually we will have 24/7 counter service. We are currently closed at night and on the weekends because we don't have anyone at the counter. We will be combining our records staff so that we can have that kind of service for anyone who comes in on the weekend or at night. I think that is important to the people in Troutdale because they deserve that kind of service. It may not be an emergency service but if you are the one that got locked out, or if you are the one that has a burglary, or if you are the one that needs to get some property you don't want to be told to come back on Monday. So that is another added value. **The Sheriff and I talked about where we could have the benefit of the services with the cost reduction because of duplication. That is a portion of the savings that you will realize. The real savings is the fact that they had the vacancies and we are going to be able to fill those vacancies.**

Craig Ward stated a clarifying point, the notion that the Sheriff will unilaterally define a level of service to Troutdale I think is contradicted on Page 8, Item 7. Very directly it reads, "Annual Evaluation of Staffing and Service Levels – The level and type of City services and the number of positions assigned to those services shall be determined annually by the City after evaluating available resources and consulting with the Multnomah County Sheriff or his/her designee. The annual number of positions assigned to the City will remain constant, unless the above section 4 services are modified by written agreement of the parties. Any changes to the service level may result in a corresponding change to

the annual cost to the City.” I don’t deny that there are assignment changes that the Sheriff has unilateral ability to continue to affect, but we are paying for a number of positions that we will evaluate annually and if we decide we need more police officers we will approach the Sheriff about that and he will come back with a change to the cost to the City. That is understandable, we are buying a service level in terms of the number of officers and if we want more we will have to pay more. It is also important to recognize that it does not rule out the fact that we may want to pay for less. The number of police officers does not always go up. But that flexibility is built into this contract. And the level and type of services, and the number of positions, shall be determined annually by the City.

Councilor Ripma asked who in the City? We won’t have any police working for the City. We don’t hire city managers for their expertise in policing services.

Craig Ward asked how do we do that now Dave?

Councilor Ripma replied we have a Chief.

Craig Ward stated we will still have a Chief. We will have a person assigned with command responsibilities to the City of Troutdale and if we sense or have reports that there is a deficit in the service level for this city we will go to that person and talk about the level of staffing and the particular assignments that people have and how teams are assigned to support our needs and we can negotiate with them. That is what I do now with the Chief. I don’t see that as being a fundamental change.

Councilor Ripma stated I am not concerned about Chief Anderson. This is a 10 year contract and the Sheriff has complete flexibility to reassign deployments within the boundaries of this agreement, which is pretty vague...

Councilor Morgan interrupted and stated as do we.

Councilor Ripma stated we own the department Councilor Morgan. Right now we are completely controlled by the budget and constraints and other things.

Ed Trompke, City Attorney, stated the personnel assignments I think is what you are talking about now. On that, it is the Sheriff Deputies union contract and they bid on the positions. For all we know Troutdale is going to be a very desirable place because it has low crime and it is a great place to patrol, so it may get other people bidding on positions in Troutdale. On the other hand, it may be that the folks who are currently officers here may get moved to places they don’t want to be, that may be the bad side to this. But on the other hand there are some people here who are senior and there will probably be a number of them that carry over. It is unpredictable because it depends on the union members bidding on the positions 6, 8 or 10 months from now.

Councilor Ripma stated the bottom line concern is that the only way that we are saving all of this money and he is able to provide the services that cost us more for this figure is that in the end there will be less people. Something has to give; it can’t be cheaper, more

service, more officers, and everybody gets paid more. It doesn't work like that. Forgive me for asking, but that is my worry that this isn't for real. It is a teaser for the first year; that is the only year specified here. I just wanted more specifics.

Mayor Daoust stated we answered your question Councilor Ripma.

Councilor Ripma stated only if you are not paying attention.

Mark Herron stated as the Union President representing all of the members who we are speaking about, and hopefully the future Troutdale members also, I can tell you the one thing that we are very excited about is the opportunities, period. It is opportunities to serve, and have a much higher level of service from what you are seeing now. One of the services you mentioned is human trafficking, narcotics. Troutdale benefitted for many years from having someone from the City of Troutdale on our Special Investigations Unit (SIU). Unfortunately, due to budgets that person was removed some time ago. Does that mean that SIU hasn't had a presence in the City of Troutdale? Cases go where they go. But you have an Arch out here and it was very important to this City Council to put this Arch out here and it represents a gateway. A Gateway to the Gorge. It also represents a gateway for our human trafficking, narcotics, prostitution. There is a very large presence of commercial traffic that our SIU is salivating over to be able to get back into that business that decades ago was just taken from them (when the Troutdale presence left that unit); it is an opportunity. There are other opportunities out there. Troutdale has done a great job, and these officers I've served alongside of for 17 years. But having those limited resources of 28 and now taking it up to over 100. Wood Village is one of the best patrolled cities in this state for a reason, we go where we are needed district by district, wherever it is. If there is a concentration of things that need to happen, because we are able to get a foothold especially at the truck stop, that is going to happen. Who do you think will benefit from that? The citizens of Troutdale and their employees.

Chief Deputy Jason Gates stated with regards to Councilor Ripma's concern about less service, the realization of this contract would result in the base of the patrol operations for the entire Sheriff's Office working out of this building. Instead of one or two officers going on patrol from this facility each shift, there will be between six and eight. Two of those officers will be dedicated to districts in Troutdale 24/7 always. The supervision for those folks will be always. The number of cops in this City at this base of operation will increase 300% to 400% every shift.

Councilor Ripma stated that sort of thing I assume you have worked all of that out, or you are working it out. That is the kind of facts that we need. I do not blame our police officers; this is better pay and more opportunity. We as elected officials need to make our decisions on the facts.

Councilor Anderson stated I want Craig, Erich, Ed and/or Chief to speak about the importance of keeping home rule in this contract. It was very important to us that we embraced Troutdale's authority as a home rule city and that the ordinances of the City of Troutdale will be followed in the City of Troutdale.

Ed Trompke stated I have had direct conversations with the County Attorney's office about home rule. The contract preserves the City's right to all of its home rule authority; you lose nothing, and it doesn't have any outside authority imposed on it. The contract says that the police force will enforce the City's ordinances and state and federal laws. It doesn't change anything from what you have now. It does exactly what you as a home rule conscious Council would want it to do.

Councilor Anderson stated Councilor Allen and I were in the room going over the various iterations of this so we are pretty well versed in the language. To Councilor Ripma's point, this is really the public unveiling of this. A lot of folks are seeing this for the first time and there are a lot of things that might have been addressed in the past but they are drilled down and in a lot more detail now. Things like home rule, that is a big deal. It was also very important to us that cases that were cited in Troutdale be routed to Municipal Court as they are now. One of the concerns that I heard is that the County has a new court house in Gresham and they are just going to take all of our speeding tickets and go up there. That is not the case. The revenues are going to stay in Troutdale from that. There are different discretions, and the Chief can speak about the different levels of infractions and where they go.

Councilor Allen stated there were a number of things that built up to this session. I want to make a point that previous work sessions and discussions don't really matter, what matters is what is in the final contract so keep your eye on that. A lot of my questions are going to seem minor, that is because we dealt with most of the major issues. On page 4, Item 4.2 - Additional Police Services May Include. Are there dollar values attached to these, or is it just part of the package?

Chief Deputy Jason Gates replied there is no dollar figure attached.

Councilor Allen asked in that same section, Supervision of City Code Enforcement Officer. There is nothing I've seen get more out of hand than enforcing ordinances especially the more picky they get. I think we should consider keeping that under Troutdale.

Chief Anderson replied it is being retained by the City.

Councilor Allen stated it stated supervision of Code Enforcement Officer.

Ed Trompke stated that was something that was expressed last May so that is built into the agreement.

Craig Ward stated the assumption is that the City will continue to provide a Code Enforcement Officer and that position will be supervised by the Chief as he is now. You are you saying that we should consider having that person supervised by someone on City staff as opposed to somebody on County staff.

Councilor Allen stated this actually might work. If the Code Enforcement Officer is supervised by the Chief and the Chief is listening to you, there is a path. There just needs to be a path. Stabilization of personnel, Section 4.4. Our attempt was to, you know how officers when they stay in an area they have a tendency to get to know the people and situations, we didn't want to force anybody in a position that they didn't want to be in, but we also don't want to take them out if they want to be there. Does this language cover trying to keep people in the same area as long as they want to be there?

Craig Ward stated as I understand it they bid on the positions under their labor contract.

Councilor Allen stated I understand we are following the contract, I just want to make sure there isn't any outside influence.

Chief Deputy Jason Gates asked are you talking about the transitional period?

Councilor Allen replied actually I don't care about the transitional period.

Chief Deputy Jason Gates stated so then we are talking beyond January 2016. What we are going to have is shift bids between now and then. There will be other positions that will come available in specialty teams and other areas in the Sheriff's Office and by their union seniority and union rights all of the employees from Troutdale will have an opportunity to shift bid according to their seniority, and they will have the opportunity to put in for specialty positions that they desire in a competitive process to obtain those positions. There is no way we can force anybody to stay in the City. A typical shift will have between 6 and 8 personnel come on shift and they will work together in this entire area, but two of those patrol deputies will be assigned to districts in Troutdale. The way we do it now is that you have people that like certain districts and our Sergeants work with them as part of that shift they have them work in those certain districts. If I went out on patrol tonight and not having worked Troutdale districts, what is great is all of these Troutdale guys are here and I can ask them about certain addresses and what information they have on it. If it happens that they are working in the Wood Village district they will come out here and help. It is all very fluid.

Councilor Allen stated so they bid for a position and they get it...

Chief Deputy Jason Gates stated the positions for shift, mornings, afternoons, nights and the days off.

Councilor Allen stated Item 4.5 on page 4, Asset Seizure, what is the dollar value that we are representing there? Is it anything to be concerned about?

Chief Anderson asked Lt. Wendland, is it currently about \$12,000?

Erich Mueller replied I think it is even less than that. We have been able to have some qualified expenditures in the last couple of years so I think there is under \$10,000 remaining.

Councilor Allen stated tracking overtime. How much overtime do we incur?

Lt. Wendland replied \$130,000 per year is what we budget for. We are currently at about 57% of that.

Councilor Allen stated on page 8, Item #7 – Annual Evaluation of Staffing and Service Levels. We are initially starting with 16, is that the intent?

(No verbal reply was heard)

Councilor Allen stated I like 9.1 the way Daily Operations was spelled out. When we start getting into the notice of termination (page 15), if this thing ever has to be reimbursed have we calculated what that is, or do we have any rough costs as to how much it would cost to recover these services in-house?

Erich Mueller stated the only estimate that would be anywhere close to being feasible would be to take what we are expecting for next year, the \$4.5 million, and decide what you are going to choose as an inflation factor and how many years out you would estimate you are going to attempt to do that. That is really the best estimate we would have. Are there going to be other costs? I am sure there will be, but that would be dependent upon the circumstances.

Councilor Allen stated on page 17, Item #19 (Transfer of Employees), it talks about if this agreement is terminated and it says, "Any transferred employee who remains employed with MCSO until this agreement is terminated shall be eligible for and elect to be reinstated by City to their previous position". I was wondering if we should add, or better, i.e. higher position?

Erich Mueller replied this language is associated with the requirements of the transfer statute.

Councilor Allen stated if you take somebody and you transfer them today, five to ten years from now they may be at a higher position I would expect, and we don't want to put them back in the same position. I take it there won't be anything that will stop us.

Erich Mueller replied none of the employees are indentured servants, none of them would be required to come back to the City.

Councilor Allen replied if they want to.

Erich Mueller stated if they want to then it is going to be an issue of them making a choice as an employee whether they would want to accept an employment offer from an employer. That would be dependent upon the position, benefits, and the pay just like any other choice they would have out in the market place.

Councilor Allen stated we could offer them a higher position.

Erich Mueller replied you could potentially offer them what we have resources available for.

Councilor Allen stated Item #21, I really don't know how the benefit packages compare. It was hard to make an informed decision on that one. It would be nice to have some more clarification on that; I think Councilor Ripma has already asked for that.

Erich Mueller stated that item is talking about transferring their earned leave benefit that they have right now. That doesn't have anything to do with what their benefit package is at the County.

Ed Trompke stated that is the \$490,000 that Erich Mueller said would have to be set aside and transferred to the County because the City would have to pay for their accrued vacation funds.

Craig Ward stated you were asking for a comparison of our benefit package to the County's. It doesn't apply under Item 21, but you would like to have a side-by-side comparison of the benefit packages.

Councilor Allen stated yes, if this is reversed then we will need to do the same thing and we don't know what the difference in benefits are today.

Craig Ward stated I suspect that the bargaining units involved have a very clear comparison of the benefit packages.

Councilor Allen stated page 19, Item #33 – Other Necessary Acts. It talks about the agreement, assignment or transfer of participation under certain agreements. If reversed then those are situated within Troutdale city limits can we have that brought back?

Erich Mueller stated those agreements are agreements with third parties. Just like we do now we would have to go establish those agreements directly with them.

Councilor Allen asked well we are obviously transferring them over now, and if dissolved can we transfer them back?

Erich Mueller replied yes, given the timeframe that has occurred. The Gang Enforcement funding expires at the end of the biennium. Whether the legislature choses to fund it again is the biennial question that it goes through. So the funding on that is going to be dependent upon Salem. The School Resource Officer contract expires on June 30th.

Councilor Allen stated things are going to change. There will be other things in the future. Currently we are transferring them over, should it dissolve can we have a like agreement...

Craig Ward interrupted and stated there is every reason to believe that we could generate IGA's to provide those services if they are still available, yes.

Councilor White stated the BC has not looked at any cost savings approach and in fact the first we heard of the budget concerns was at the first work session, so it wasn't really a problem that was on our radar. I think we all felt things were going quite well with our police department and our budget. Since I have been on Council we have never laid off a single officer that I am aware of. I don't think it would be our goal to do such a thing. If necessary we could layoff an officer; we are in control of our own budget. **With this model I need to see some written assurances that these fees are never going to go up so we lose our savings and we lose control of our ability to control costs similar to the fire contract we have with Gresham.**

Craig Ward stated we can adjust staffing levels annually. That does not mean that we are guaranteeing that these costs will never go up but it clearly gives us the right to adjust our staffing levels annually.

Ed Trompke stated that is on page 8 paragraph 7.

Erich Mueller stated the bottom of page 7 is the limit on the annual growth of the cost. If the City doesn't chose to change the level of services, doesn't chose to add additional personnel, then the previous years contract is going to go up by whatever that COLA percentage is for the labor contract. This doesn't get re-budgeted every year. We don't go through the whole exercise of deciding what various materials and services are needed. If we as the City don't make changes to what we are requesting from them then you take the COLA and multiply it by the previous years contract. We included this because it was a concern of the Council's last year to make sure that we control our costs once we turn it over to the County.

Councilor Morgan stated so essentially it is ten one-year contracts.

Ed Trompke replied essentially.

Councilor Ripma asked do we pay overtime to the Sheriff now if we ask for help? There is discretionary disaster overtime, declared emergency overtime. I don't remember ever seeing that.

Sheriff Staton replied no. That was an agreement I had with the Chief and that is a courtesy I provide to this Council.

Councilor Ripma stated you have two other contracts – Wood Village and Maywood Park. Are their contracts like this and are they public documents?

Sheriff Staton replied they are public documents. Their contracts are not quite as complicated as this one simply because they never took it upon themselves to start their

own police department. They immediately contracted with the MCSO even though they became cities.

Councilor Ripma asked staff to provide the Council with copies of those two contracts.

Mayor Daoust stated I would like to open it up to audience for questions.

Gene Bendt, resident, asked has anyone thought about putting a ceiling on the COLA like they do with our property taxes?

Craig Ward replied yes we have thought about it. You don't see it here because the answer from the County was no.

Chief Deputy Jason Gates replied the cap is 3% in the contract.

Bob Strebin, resident, asked is there a way to get out of the contract? Once you lose control of the police is there any way to take it back?

Craig Ward replied yes. There is a termination provision.

Bob Strebin stated so the cars, radios and everything...

Mayor Daoust stated there is a clause in the contract for terminating the agreement.

Councilor Ripma stated it takes over two years to get out of it. There is a notice then a 60-day negotiation, then 24 months. We basically have to reconstitute the department, but we could do it.

Bill Flynn, resident, stated I kind of feel like I am in the loop on a lot of the activities around this City so I just feel kind of blindsided. I didn't realize that we had approached this level of negotiation regarding the proposed dissolution of our police department. I really like the Troutdale Police Department. I am of the mind that something of this magnitude, this big, should be left to the vote of the people rather than to the vote of the City Council. I think it should be on the ballot.

Susan stated this is a big beautiful building and we all love it. On a very personal level, when we leave town and go on vacation we like to call and let the police know that we are going to be gone so they can drive by now and then. Recently we were going to go somewhere and it happened to be Saturday and my husband said we should call the police and I said we could if we had called yesterday. If it is open, which it is going to be open 24/7, we can call on a Saturday whereas right now we can't do that. I look forward to having the building available 24/7.

Don stated I own a business here in Troutdale. Before that I did acquisitions in East County for a large company. To me it looks pretty simple. It looks like it pays for itself in the first year, plus \$400,000 that you pick up the first year and \$1.1 million after that. You

spent 40 or 50 minutes with this gentleman talking and what I think he wants to see is, we really want to see those numbers and how they flush out. We want to see them, for some of us it is the first time we have seen this. Someone said there is a time limit on what we are doing and we only had a certain window. Where does that come from?

Sheriff Staton stated we have developed vacancies in the Sheriff's Office through attrition and retirements. I froze those vacancies so that we could look at this knowing that the calculations for the number of people it would take to patrol and supervise Troutdale would be 16.5 FTE's. That is 24/7 law enforcement coverage. You have 27.5 FTE's that are assigned to the City of Troutdale which includes management, records, everybody else that is assigned here. The vacancies that were created within the Sheriff's Office will fill those. I originally had so many vacancies to fill and those vacancies have now expanded; I have 22 vacancies within the Sheriff's Office and I can no longer hold those. When you are looking at overtime verses straight time you can reach a breakeven point, but then you go beyond. We are beyond. Starting April 1st I have to start hiring those positions. I can't run with that shortage anymore. My overtime rate is going up substantially; we are at 203% of the overtime budget at the half year point. I have put this off for well over a year now and now it has reached a point where we have to start hiring.

Don asked so how soon will we have those numbers; will we have them at the next meeting? If we had the information we could move forward fairly quickly, get better service and cost savings.

Craig Ward stated Erich has gigabytes of data available to him and I am sure he can somehow put that into a report where it all fits together in a logical sequence which is what you would expect. He has heard you loud and clear and I am sure that we can provide it. I want to comment on my confusing this issue of this IGA limiting the growth. The reason I said that it doesn't limit the growth is that under 6.8 – Limit on Annual Growth for Agreement Cost Escalator, it says, "The maximum annual percent cost increase charged to the City shall be limited to the cost of living percent increase provided to the Multnomah County Deputy Sheriff's Association membership...". That is the reason that the Sheriff's Office said there is a cap because there current labor agreement provides for a 3% cap. The 3% is not embedded in this IGA, it is indirectly referred to in this IGA. So there is a cap but if that labor agreement changes in the next couple of years then our cap changes automatically as well.

Councilor Allen stated there is quite a bit of legal language in this contract and I just want to make sure our attorney is comfortable and has reviewed it.

Ed Trompke replied I have reviewed a couple of drafts and I am comfortable with it. I have spoken to the County Attorney's office and any questions I had have been resolved. In putting this together the team did a good job of really embedding all of the concerns that you Councilors had in the meetings last year.

Councilor Allen stated if we dissolve the Troutdale Police Department is there any difficulty in getting legal authority back if we need to sometime in the future?

Ed Trompke replied legal authority to create a police department. Cities have all of the authority in the world to do anything that is not prohibited. The only thing you would want to do is make sure you don't violate the IGA because the police force is going to be under the control of the Commander who is in the Sheriff's Office but also reports to the City Manager. You wouldn't want two police forces running around uncoordinated.

Councilor Anderson stated Bill you brought it up and I want to say I am sorry. We need to do better. You are absolutely right. We were talking about this one year ago and then it stopped. Nobody wrote anything in the Oregonian or the Outlook. The work was ongoing but it was never brought up in a public meeting because it was conference room based negotiations. Then all of a sudden we get done and schedule a work session and it has to be done by March 24th for implementation. We need to do a better job of communicating throughout the process to our residents. I promise we will do better; we have to do better and we should have done better in this case to keep people informed throughout this process. I assume this is going to be a resolution on March 24th?

Erich Mueller replied yes.

Councilor Anderson asked and there will be a resolution for the IGA and a resolution for the lease?

Erich Mueller replied yes.

Councilor Anderson stated I would like to take the Council's pulse on a third resolution that would freeze the revenues that we would realize from this until the BC along with the Council discusses how to appropriate them in the coming fiscal year. We have talked about a lot of things. We have talked about this building; it is a \$7.5 million building. The bond was passed during the worse economic time in recent history. It is a wonderful building but the game has changed now. Perhaps we can look into utilizing some of the savings to pay this building off a little early. In the event that this doesn't work out maybe we can earmark some money to restart our police department. We have a city hall issue that we need to talk about. I think the BC needs to look at this and the Council should look at it with input from the citizens. If we save this kind of money we should all have a say in where it goes.

Councilor Allen asked are you talking about the savings from our current financial environment, or the destined financial environment?

Councilor Anderson replied I am saying if this goes through and we realize \$1.1 million in savings in FY 2015-16 then lets have a resolution that puts that money in a fund that will be allocated by the Council along with the BC with input from the citizens. We want it to go someplace and there is going to be a myriad of ideas as to where it could go. The common things that keep coming up are paying down the bond early, waste water treatment plant and city hall. But how much, where, when? We can't answer that right now. I am just asking for the Council's feedback on the concept of locking this down and

not putting it in the general fund for FY 2015-16 until the BC and the Council have had a chance to review it.

Councilor Wilson asked including the lease funds?

Councilor Anderson replied yes.

Councilor Allen stated I like the sentiment, but the real savings is about half of it and the other half is kind of a projected guess. We may only be able to do the real savings.

Councilor Anderson stated we know we are going to save something. I am just saying there will be a lot of good ideas and a lot of input. It is a separate subject all together and I would like to have that third resolution that would create a fund where the savings that are a result of this IGA and subsequent lease are put, and only the City Council along with the BC with citizen input can determine where that money goes.

Erich Mueller stated I understand what your intent is and have no objections to it and certainly want to accommodate it. What I would point out is that the local budget law already provides for the safeguards that you are talking about. We could get a \$3 million windfall tomorrow deposited in the general fund: I can't spend a nickel of it. We can't spend any of it unless it goes through the appropriation process which the local budget law says is the responsibility of the BC. Whatever resources come in from savings realized from lease revenue or whatever has to go through the BC process and you will have to make a decision on all those various good ideas you were talking about. All of that would be done as part of the budget process. Presumably, based on the timeline, we are going to know which way to budget, so that will all be part of your process that you will consider in April.

Ed Trompke stated from a legal standpoint it probably makes sense to do that through the budget process rather than through a third resolution.

Mayor Daoust stated regarding public outreach and education, I fully realize that there may be additional public outreach even after we make a decision on the 24th. There are a lot of people in Troutdale that will want to know what is going on after we make a decision. If we decide to go forward there will be an explanation needed to the public. This will not be the end of public outreach to answer questions.

Diane Castillo-White, resident, stated Chief, to provide service at the level that is acceptable to you, is there a dollar amount that you were thinking of to have the standard that you have built to accommodate safety for our officers and provide a good service to our citizens? Can you put a dollar amount to that?

Chief Anderson replied I think Erich Mueller went through all of the dollar amounts. But it is much bigger than just a dollar amount. We are talking about providing an opportunity to the officers that they don't have today. They have voiced their concerns and approval of the proposal because it offers them a diversity of assignments and other options for

serving the public they care about deeply. When the Sheriff and I started talking about this it wasn't about a consolidation proposal. In the early stages we talked about whether there were things that we were both doing that we could consolidate such as combining investigations, records, or property evidence and try to eliminate some of the duplication. About that time I really researched consolidation with law enforcement agencies and what I found was that there are two basic reasons why consolidation proposals fail nationwide. The first one is the unions can't come to an agreement. The other reason is that the savings are not really significant if you don't have something more than just eliminating the duplication of service. What got my attention when the Sheriff and I talked was that we have something different that other consolidation proposals didn't have and that was those vacancies they had. He was mindful enough to us that he said I will need to fill those vacancies eventually and they are fully funded positions that the City of Troutdale can benefit from. When I saw the potential for significant savings I was convinced that we had something that we needed to look at deeper. There have been some comments about this building. I think there are a lot of people here who know how deeply I cared about getting this building and what we all went through to do that. I think it is going to serve this community for a long time. The Sheriff and I did not enter into consolidation discussions at the time we were constructing this building. We had been talking about different things. I think I have heard some things out in the community about why on earth would you go with a proposal like that when you sold us on the idea that we needed this building. It was not a full consolidation discussion at the time. I didn't have a dollar amount until we decided to look at what the significant savings would be. I think the numbers you see here are very significant. I didn't have a dollar figure in mind because I wanted to figure out what the best thing was for Troutdale; what the best thing we could get with the Sheriff's Office was. I think we came up with it.

Diane Castillo-White stated we still have court. Does Troutdale get to pick the Judge?

Ed Trompke replied yes, that is in the City Charter.

Diane Castillo-White asked are we still in negotiations? Are the negotiations complete?

Craig Ward replied I would say that we are still in negotiations. I met with the Sheriff last week and made some proposals. What we have here I think the Sheriff has ran by the County Board and has general agreement on this IGA as it is presented tonight. Unless we can get additional concessions out of the Sheriff that doesn't require additional concessions out of the City I think we are pretty much at the end.

Steve Scott, resident, stated one of the things that was a big issue was the fact that we didn't have 24/7 coverage right now in our Troutdale Police Department. How long has it been since the last time we have had 24/7 coverage as a supervisor?

Chief Anderson stated I have been here six years and we haven't had it since I have been here.

Steve Scott asked have we ever had it?

Lt. Wendland replied no.

Paul Wilcox, resident, stated on the cost escalator it seems like the COLA refers to labor costs. I am wondering if the other inflationary pressures are addressed at all.

Erich Mueller stated the way the negotiations were developed the County is taking the risk that the fuel costs wouldn't go up greater than the wage costs would go. 82% of the contract cost is labor so they are taking a risk on a much smaller portion of it. That is how we are choosing to deal with it. There are likely to be things that they lose slightly on and there are likely to be things that they gain slightly on given the whole mix of those other items such as fuel, supplies, etc.

Councilor Wilson asked Chief, can you explain the reasons why we need to have that Sergeant out on patrol regarding the liability?

Chief Anderson replied it is a safety issue for the citizens and it is a safety issue for the officers because critical incidents can happen anytime and anywhere. It is unfair to the officers to have to make judgment calls. They have a set of protocols that they use and the judgment that they use at the scene of an incident, they have a certain priority that they have to be able to adjust to depending on the circumstances. It is always better to have a supervisor that can coordinate things so that the officers can focus on what is in front of them. There are legal issues with not having supervision. The two issues that we in law enforcement face for litigation is failure to train and failure to supervise. We can go out there and do everything perfectly fine and we may have a bad result and we are still going to get sued. I think we are asking for a law suit by not providing that kind of supervision. From what I have been told by attorneys it is not a defense in federal court to say you can't afford it; you need to find a way to make it happen. You don't want to have those happening in our City. We know what happened in Fairview about a year ago, those things can happen anywhere. It is common sense to have a supervisor out there to help your officers so that they can be safe.

Councilor Morgan asked who assumes liability under this contract?

Ed Trompke replied the Sheriff's Office is responsible for everything that they do and the City is responsible for anything the City staff does.

Mayor Daoust stated that was one of the big benefits that I underlined; the liability that the Sheriff's Office will now take on rather than the City.

Jon Brown, resident, asked Lt. Wendland how long were you on duty today?

Lt. Wendland replied since about 8am this morning. Part of our solution for the lack of supervision is that for the last 3 months I haven't had probably shorter than a 50 to 55 hour week because Thursdays and Fridays we were so short and in order to try and

control the overtime costs I am working the road. I enjoy it, but I shouldn't be doing that. Essentially we are running about 7 hours a day on average without supervision.

Susan stated my other concern is that if this doesn't go through all of our officers, now that Sheriff Stanton has a lot of vacancies with better benefits and higher wages, they may be applying for those jobs.

Josh Moriarty, resident and BC member, stated our City budget is in the \$30 million range. Saving \$1 million a year is a significant chunk of the City budget. I have been on the BC for about five years and in those five years we have had deficits of \$600,000, \$400,000 and now we are talking \$150,000. Even at the biggest deficit I've seen, this type of savings would cover that. There are a lot of other City services that have been trimmed over the years that could use some funding as well. Having said that, for myself, all I care about is that in an emergency somebody trained is going to show up to help. I don't care what uniform they are wearing. I do believe that our officers will have greater access to training opportunities and we will have a broader group of people to support us. That seems like a win-win for us. The issue of added services, I presume the savings will more than cover this, but the number officers have grown over the years as the City has grown. We have growth projections that the City will get bigger and presumably we will need more officers. I am assuming that if we had local control and Troutdale was on the lower pay scale (as was evident by the table in the early slides) it would be cheaper for us if we still had Troutdale control and Troutdale wages to add an officer. And probably if we add services, or add an officer at Multnomah County wages, it is going to cost us a little more. I am just throwing that out as an acknowledgement, not that it is going to cost us \$1 million more, so I still assume we are going to have savings even if we want to bump up our services a little as our City grows. Overall it seems like a pretty good win.

Craig Ward stated just a clarification, not that I dispute anything that you just said, while our overall City budget is \$30 million, our general fund of which police and fire is paid from is only about \$10 million. So a \$1 million savings on a \$10 million base is a much higher proportion than it may appear if you think we have a \$30 million budget.

Carol Allen, resident, stated if I understood Craig correctly he is saying you are making a decision on March 24th. If this is such a big decision for our City, and you probably won't have another meeting for the community to be involved in, is there an opportunity for those who didn't even know about tonight's meeting because it was a work session. Is there an opportunity for another meeting, or for folks to contact the Council or Craig to voice their concern or comments?

Craig Ward replied the schedule is being driven by the Sheriff. The Sheriff is holding open the vacancies and he can't hold them open forever. He has held them open for a long time and he is getting pressure to fill them. We can take as long as the Sheriff gives us. We have another challenge which is the budget for next year. Erich and I have to prepare a budget to publish soon. The notion that we can keep putting off the decision while we have additional involvement, I don't know how we would meet all of the simultaneous demands in a reasonable timeframe. We can publish information. We can take the reports

from tonight and put them on the web site. There are things we can do efficiently and quickly to try and generate more public understanding. But the notion that we are just going to continue to have meeting after meeting until everyone is satisfied seems unrealistic to me.

Carol Allen stated I understand that. I am just saying that there were a handful of people that I have been talking to in the last couple of days that had no clue that they would be able to come here and voice their opinions. They thought it was a work session and normally at work sessions people don't comment. When I go back to those people in the next couple of days what can I tell them?

Mayor Daoust stated the Gresham Outlook and the Oregonian are both here. My suggestion for the press is to add on to the end of the article that I know they are going to write that any member of the public that wants to provide input can contact any of us through email.

Carol Allen stated that is what I am asking for. I just want people to be able to voice their opinion.

Sheriff Staton stated what would you like to say. I represent you. Outside of this body you and the folks in this community elected me.

Carol Allen stated I want to be assured as a Troutdale citizen that I am going to get the same service I get today. If I called yesterday I know that I can get a Troutdale Police Officer to my home in maybe 5 or 10 minutes. You are saying that you serve East County. Does that mean that if there is something that is happening in my neighborhood is it going to take them twice as long to get there?

Sheriff Staton stated they won't be Officers they will be Deputies, but this contract is designed so that you will have two Deputies that are assigned to the districts in this City that currently exist today and that will continue after the contract is solidified. That will never change. The only additional piece is that rather than having partial supervision there will be 24/7 supervision. If a shooting occurs and there is not a supervisor present the Department of Justice (DOJ) will be looking at this Council and they will be under a glass for years.

Chief Anderson stated we have built in performance measurements and we are going to have an opportunity to come to Council meetings. In Wood Village one of the Captains attends one meeting a month to talk about the issues going on. But the performance measurements are whatever the Council wants us to measure. Whatever the issues are that is what we are going to be discussing. In a way you are going to get more than what you get now. I can tell you that at least until January 2016 you are going to get the very best service just like you have been for the last so many years. That is very important to us. Somebody said I want service and I want it the way that we are accustomed to. I can tell you that I am proud of the Sheriff's Office, the Troutdale Police Department and we have an opportunity to multiply the goodness that we do have with those two agencies.

Justin McCauley, resident and Chair of the Public Safety Advisory Committee, stated we meet monthly and part of our charge or mission is to provide a venue for citizens of Troutdale to be able to voice their concerns about public safety. We have a meeting on Thursday in this room at 7pm. The Chief will be there. There will be lots of opportunity for the public to be heard in a venue that is only two days away.

Councilor Morgan stated given the nature of the comments about outreach, I don't think we have anything scheduled on the 17th.

Craig Ward stated we have several items on the 17th that you are not yet informed of.

Councilor Morgan stated I would strongly suggest whether it be a Mayor's Forum or a Council Forum just to hear public concerns in preparation to whatever vote will transpire just to get more people engaged. It is the perfect time to do outreach.

Mayor Daoust stated I will talk that over with Craig. That is a fair idea.

Councilor Anderson stated one thing that was important to us that we put in this agreement was the response time. They are going to be reported every month. Response times are 4 minutes 36 seconds for priority one and two calls and the Chief can tell you what those are, and on average 10 minutes 30 seconds for priority three through seven. That is the current standard from 2014 from Troutdale. Our goal was to meet or exceed that, and that is the language that is in here and it will be reported. Hopefully those reports will be made public on the website. We dropped the ball on communication here, there is no doubt about it. It is unacceptable. It is not the staff's fault. Nobody talked about it and that has to change.

Josh Moriarty stated Councilor Ripma, thanks for asking for more detail. Councilor Anderson, thanks for apologizing because I felt the same. I try to stay up on what is going on and I just saw this in a recent Outlook article. I did have to go back and look at the Troutdale Champion and saw the little black box without really any context. I agree, I felt like this came up on us fast with little context even though this has been discussed and kicked around for a year. There are a lot of other big things coming up in Troutdale that I think there are opportunities to improve communication on. I saw work session and I didn't think that it was a Town Hall; just things to consider.

Mayor Daoust stated we are taking steps to deal with that. We have hired a public education agency just recently to deal with the road maintenance issues. Councilor Morgan and I went to talk to a second public outreach company to do additional outreach on the urban renewal area. We are trying to take steps to do more about that and hire people that can do it better than we can.

Councilor Allen stated to clarify, I was part of the negotiating team and the public portion of this is just now happening. While negotiating I didn't even talk to my wife about it so that is why she has so many questions. Before we run out and spend the \$1.1 million lets

be clear that about half of that is based on projections of decisions that haven't been made. Our real savings that we will actually feel is about half of that.

Jenny Goss, Troutdale Police Officer, stated I am speaking on behalf of the Troutdale Police Officer's Association (TPOA). We have been supportive and continue to support the contract with the MCSO's and understand the history and emotion involved in this decision. We are asking you to look past that and realize a change is needed to sustain and enhance the services.

Tanney Staffenson, resident and BC Chair, stated I don't envy the seven of you at all because you are going to have to make a decision that is going to impact everyone in the City for a very long time. One thing that I know that we are judged on is the services that we provide to the community and how much they pay for the service. That is something that we struggle with each and every year through the budget process. This may be a solution. I don't know enough about it to say whether it is the right solution or not because I haven't seen or read the contract. The only thing I would say is take a look at what we did with Gresham Fire and lets try not to repeat some of those things because we went for a cost savings and didn't end up having it, and we ended up having service issues. Now we are trying to go another direction. It is our fault as a City with a \$4.6 million budget if we can't effectively staff our City.

Mayor Daoust stated the problem gets worse with our budget as each year progresses into the future and I think that is where the catch is. The catch may not be just the last budget we talked about, but the catch comes in two years. If you look at the graph shown earlier and you look at the base line projection for the general fund balance three years from now it is projected at half of what we have now. Those are the things that catch our attention and those are the things that cause you to think what are we going to do with our police department in two or three years. Is it sustainable? The answer is no. This is the answer in my opinion. I have talked with Mayors in cities that contract with their Sheriff's Department. I talked with the Mayor of Wilsonville who has contracted with Clackamas County for 20 years. The question I asked him was did you regret contracting with the County? After 20 years of experience the answer is no, absolutely not. I asked would you ever consider creating your own police department and the answer is always no, absolutely not. When we were in Salem last week the Mayor of Sherwood came up to me and she said I want to talk to you about contracting with Washington County. So Sherwood is going to start the same process that we are going through because they want to look into this also. After we are done making a decision, if we decide to go forward, I am fairly confident that our neighbor Fairview will enter into the same discussions that we are now having. We are not alone in this. There is a growing number of cities that are becoming more interested because they are in the same situation that we are in with their budgets.

Mark Kelsey stated the confidence thing you are talking about as I see all of these figures, and let me preface it by saying fully aligned with all law enforcement being able to take advantage of the best benefits, salaries, or whatever; it is not like they sell lawn mowers for a living, it is a serious deal so I am cool with that. What I don't have the confidence in

is that I see all of the numbers. I heard your statement, but I have Councilor Anderson talking about taking the revenue from leasing this building and putting it into a fund to use in case you don't like the service; a safety valve. Which is it? You are satisfied and you can't afford it? Or you create a safety valve in case you don't like it. I am confused as to the direction. Maybe I misunderstood. I thought he said if you took the lease monies, by taking the landlord fees out of it, and put money into a fund and you figure out where that fund goes and you put it aside and if determine you dislike the services you have a bailout fund to go back to where you were. My thinking would be that you make the right decision first and don't march backwards.

Councilor Wilson stated I think what Councilor Anderson was wanting to do was just make sure...

Mark Kelsey interrupted and stated how about letting Councilor Anderson answer that.

Councilor Wilson stated the money that we are saving, there are a lot of different ideas about it. The money from the rental of this building, it has been talked about using it to help pay off the bond or reduce the bond rates for the people who live in Troutdale. Then there is the other money and the other money is only saved if you put it away. If you go and spend it then that money is not saved it is just spent.

Mark Kelsey stated I hear what you are saying, but did he not say to put the money away in a fund in case they wanted to move backwards.

Councilor Wilson stated that is Councilor Anderson's opinion. I am giving you my opinion.

Mark Kelsey stated that is what I am addressing; it is his statement. The confidence is what I am talking about. If you have confidence in this moving forward and if the budget dictates that you can't go backwards, why are you creating a fund that may possibly give you the ability to go backwards? You are either going one way or another and I am trying to determine why you are building a fund to go backwards.

Councilor Anderson stated the point is that the people that I have talked to have various ideas of places that we can put this money. The building is one of them, city hall is another. One other idea I had heard was to start building something up in case we have to go back to the way we were so we aren't starting from scratch. I am personally not assuming that it is not going to work. If we go in we go all in.

Mark Kelsey stated that is all I am saying, the confidence things say you are going this way but your funds says another.

Councilor Anderson stated point taken. You are either in for a penny or in for a pound.

Mark Kelsey stated that is the way I see it. If the decision is correct one time then you go with it.

Councilor Anderson stated my thing was just about the building, city hall and all of the things that we have coming up and how do we possibly use the savings. There is no way we can decide on that now and there is no way we should do that without the BC.

Mayor Daoust stated confidence levels can grow over time. There may be a level of confidence right now and it may be stronger five years from now and if we are saving money in case things fall apart we may be a lot more confident five years from now and just scrap that idea. It is an ongoing year-by-year decision as to what we do with that money.

Councilor Morgan stated to your point, that sounds like a prenup, so if it doesn't work we will have money to go back to it. To me, that is why the conversation about the cost savings is very dangerous because this is either being done on its merits because it provides safety to the citizens of Troutdale at a higher level or it doesn't. If it doesn't it is a different conversation. Based on the 24/7 supervision, if we don't have that now the litigation if we went through a process like that, what that would do to our City alone, and we address human trafficking and all of the things that the Sheriff's Office would have. For me it is not about the dollars, though that is important. If we look for a \$1 verses \$1 million and provide a better product to the citizens, that is what it is about.

Mark Kelsey asked if the Multnomah County option didn't occur what would you be doing? How would you take care of your police department?

Councilor Anderson stated there would be some tough discussions.

Mayor Daoust stated if we didn't do the contract obviously we would have a pretty tough discussion in the BC meetings. We would have to look at staff cuts, reducing the number of police cars. We would have to make some hard decisions if we wanted to augment the police department budget and make it higher on our own; it would have to come from other departments.

Mark Kelsey stated I see that your trend is a downward trend. Pretty soon you are going to be down to just a Chief.

3. Adjourn:

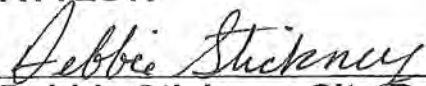
Meeting adjourned at 9:30pm.



Doug Daoust, Mayor

Dated: 4/15/15

ATTEST:



Debbie Stickney, City Recorder