

AGENDA
ONTARIO CITY COUNCIL - CITY OF ONTARIO, OREGON
Monday, December 2, 2013, 7:00 p.m., M.T.

- 1) **Call to order**
Roll Call: Norm Crume _____ Jackson Fox _____ Charlotte Fugate _____ Dan Jones _____
Larry Tuttle _____ Ron Verini _____ LeRoy Cammack _____

2) **Pledge of Allegiance**

This Agenda was posted on Tuesday, November 26, 2013, and the Council meeting will be held on Wednesday, November 27, 2013. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) **Motion to adopt the entire agenda**

4) **Consent Agenda: Motion Action Approving Consent Agenda Items**

- A) Minutes of Regular Meeting of November 14, 2013 1-10
- B) Meeting List: Jan-Jun, 2014 11
- C) Bid Award: GIS Software Program and Upgrade to Data Directions, Inc 12-16
- D) Appoint Ron Verini as Military Liaison 17
- E) Approval of the Bills

5) **Department Head Updates**

6) **Public Comments:** Citizens may address the Council on items not on the Agenda. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. This time limit will be enforced. Please state your name and city of residence for the record.

7) **New Business:**

- A) 2013-2015 IGA for Regional Haz-Mat Emergency Response Team Services (+ Handout) 18-19
- B) MOU re: 9-1-1 Consolidation 20-26
- C) Request for Funding a Drug Officer 27-29
- D) Approval to Open Checking Account for Police Department for Forfeiture Funds 30

8) **Discussion/Informational Items**

- A) V-7 Migration re: Springbrook Software Upgrade (See Handout)
- B) 9-1-1 Consolidation Update (See Handout)
- C) Aquatic Center Update (See Handout)
- D) Proposed Golf Course Contract Renewal

9) **Correspondence, Comments and Ex-Officio Reports**

10) **Adjourn**

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**ONTARIO CITY COUNCIL MEETING MINUTES
Thursday, November 14, 2013**

The meeting of the Ontario City Council was called to order by Mayor LeRoy Cammack at 12:00 p.m. on Thursday, November 14, 2013, in the Council Chambers of City Hall. Council members present were LeRoy Cammack, Norm Crume, Jackson Fox, Charlotte Fugate, Dan Jones, and Larry Tuttle. Ron Verini participated by telephone due to illness.

Members of staff present were Tori Barnett, Larry Sullivan, Al Higinbotham, Mark Alexander, Brad Howlett, Jerry Elliott, and Michael Long. The meeting was recorded, and copies are available at City Hall.

Due to members of the Council being out of the area on Monday, and a low amount of business, the Council elected to cancel the Monday, November 18, 2013 regular Council meeting, and to change the Thursday, November 14, 2013 Work Session to a full Council meeting.

Larry Tuttle led everyone in the Pledge of Allegiance.

AGENDA

Charlotte Fugate moved, seconded by Larry Tuttle, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Tuttle-yes; Verini-yes; Jones-yes; Cammack-yes. Motion carried 7/0/0.

CONSENT AGENDA

Dan Jones moved, seconded by Ron Verini, to approve Consent Agenda Item A: Minutes of the Regular Meeting of November 4, 2013; and Item B: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Tuttle-yes; Verini-yes; Jones-yes; Cammack-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Michael Long, Finance Director, presented an update on the monthly revenues and expenditures. He also introduced Mary Dobby, newly hired Assistant Finance Director.

Alan Daniels, newly promoted Interim Public Works Director, stated he was filling for Chuck Mickelson, not replacing Bob Walker. Mr. Walker was an Engineer, and they agreed to work together. One priority was to increase the efficiency in the Public Works Department. With regard to the Airport, they were just about done with the projects.

Bob Walker, Operations and Projects Director, stated Sludge Pond #3 was completed, and would be finalized next week; The Water Treatment Plant Audit Agreement had been signed, and the Notice to Proceed had been issued; The Westside Reservoir was totally completed; Installation of septage facility bids would be opened at 3:00 pm that day; Well #17 at the Water Treatment Plant was being finished; NW Washington Avenue was close to completion, and they hoped the weather would hold so they could complete the paving; they had signed off on the design for the traffic signal, and they were negotiating with the contractor for a price to install that light; They had met with the engineers for the design of the North Park Boulevard project; And they hoped to have the Privatization Study RFQ going in the next few weeks.

Councilor Jones asked why the RFQ was so far out.

Mr. Walker stated it was going to be a fairly thick packet. They had initially discussed only doing one location, but he was then told to include the entire Public Works Department. That required that a new RFQ be developed.

Councilor Fox questioned the use of the word privatization?

Mr. Walker stated it was actually Contract Operations.

Councilor Crume stated when he had been cleaning up graffiti, he noticed some leaking on the storage tank on 5th. Had that been identified as a needed repair?

Mr. Walker stated that was a CIP in this current budget. Also, he was doing a study for DEQ at the Wastewater Treatment Plan for the required permit process, and he included Jerry Elliot, City Engineer on that process. He hoped to have the first draft completed in three weeks.

Councilor Fugate asked when they had decided to do an RFQ for the entire Public Works Department, instead of just one aspect.

Mr. Walker indicated that directive occurred about two or three weeks ago.

Mayor Cammack reminded everyone that that had been discussed at the beginning of the project, as a possibility.

Mr. Walker concurred – they had discussed several options: do one piece, do several different pieces, or the entire department.

PUBLIC COMMENTS

Bob Myers, Ontario, stated he was the current President of the Men's Golf Association, and they wanted to extend their gratitude to Scott McKinney. He had exceeded all the goals set for him during the year, and the Association was behind him 100% for moving forward. They felt they were heading in the right direction, and encouraged the Council to really look at the golf course, to see what they could have in the future.

Nicki Hall, Ontario, stated the park by SE 6th Avenue near the water tower had no restroom facilities available. The water tower being spoken of earlier, the leaks were because children were throwing rocks, using the tower for target practice. The rocks were ricocheting off the tower and hitting the apartment complex and taking out windows. She wanted OPD to keep an eye on the area. Also, she wanted to let the Council know that the public library had no legal library established. That needed to be addressed.

Mayor Cammack stated the library was not a city entity, but was funded by a Library District. Ms. Hall needed to speak with the librarians.

Larry Sullivan, City Attorney, stated there was a contract with the Courthouse to provide law library services through the Ontario library, via a computer. There weren't that many hard copies anymore, but it would be on their computer system. Any one of the librarians should be able to help her.

Ms. Hall indicated it did not exist.

Mayor Cammack instructed Ms. Hall to speak with the Librarians, and to let them know what information Mr. Sullivan had provided.

NEW BUSINESS

Request Special Permission to Connect to Sanitary Sewer (Saxton, 851 North Verde Drive)

Dawn Eden, Engineering Technician I, stated Sheldon Saxton, who owns property at 851 North Verde Drive, was requesting special permission from the City Council to connect to the sanitary sewer main, located in front of his property on North Verde Drive. Mr. Saxton was having some problems with his septic system and would like to connect now. Mr. Saxton filed an application to annex to the city, paid the fees in full for his annexation and paid the fees in full for connection to the city sanitary sewer. These fees included his share of the sewer main along his property frontage as well as a share of the cost of the regional sanitary sewer lift station.

Mr. Saxton's property on North Verde Drive was currently outside city limits, but was adjacent to the recently annexed Horning and Crest Way neighborhood. Mr. Saxton was experiencing minor septic system problems and would like to connect to the municipal sewer before an emergency arose. Ontario Municipal Code, Title 8, Chapter 7, Section 8-7-4(M) stated "*No Sewer Connection Outside City. There shall be no properties outside the City connected to the City sewer lines, except by special permission of the Council.*" Previous requests to connect from properties outside the city limits had been required by City Council to annex if their property was contiguous to city limits. The property was contiguous to city limits and therefore able to annex.

Mr. Sullivan stated a form had been provided to Mr. Saxton to move forward with the formal annexation.

Marcy Skinner, Planning Technician, stated she would be meeting with Mr. Saxton later that day to have him sign the document.

Jackson Fox moved, seconded by Charlotte Fugate, to grant permission for Sheldon Saxton, 851 North Verde Drive, to connect to the city's municipal sewer system and that Mr. Saxton will be required to annex into the City Limits. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

Resolution #2013-129: Purchase Radio/Audio/Video Equipment

Mark Alexander, Police Chief, stated on June 27, 2013, the Ontario City Council directed staff to work toward 9-1-1 consolidation with Malheur County. The police department would like to purchase radio and audio/video surveillance equipment needed to move toward 9-1-1 consolidation with the county.

There are currently two 9-1-1 Public Safety Answering Points, or PSAP's in Malheur County. The City of Ontario runs one center through the police department and the other was through the Malheur County Sheriff's Office. 9-1-1 Telecommunicators dispatched calls for service and give information to police officers via radio transmissions. Portable radio communications within City Hall are very poor. Telecommunicators and police officers within City Hall commonly avoid radio communications and use verbal communication, which was against protocol and less than ideal.

Once consolidation occurred, it would be imperative that information and calls for service be given by radio transmissions. The police department would like to install three base station type radios in police department workstations in order to have reliable and clear audible radio transmissions between the officers in City Hall and Telecommunicators at the Malheur County Sheriff's Office.

Telecommunicators also monitored prisoners via sight/sound and audio/video surveillance when police officers had to respond to other calls. Once consolidation occurred, the availability of staff being present to monitor prisoners would be eliminated. Audio/video surveillance of holding cells could be made by staff at the Sheriff's Office through an internet based system.

Cost estimates were obtained to purchase and install three radio base stations (\$10,700) and an audio/video surveillance system solution (\$10,500). There were currently no known funding sources for the replacement of this equipment.

The purchase of the equipment would require up to \$21,200 be taken from Equipment Replacement Contingency. Funding would NOT be expended until the contract for the 9-1-1- consolidation had been fully executed.

Currently, unattended prisoners were monitored audibly and visually by the on-duty Dispatcher, but they would not leave the Dispatch Center to attend to a prisoner. He was looking for the possibility of technology that could be audibly and visually connected through something similar to an intercom system. Being left without an officer present wasn't good, so if he needed to overcome that hurdle. He was also working with CCIS on some issues, and exploring other solutions.

Councilor Tuttle stated they had been on 9-1-1 for over seven months, and at one meeting they discussed that both Chief Alexander and Chief Higinbotham would provide a list of things that had to be done to make the consolidation work, including all the costs. The Council had never received that list, nor had they ever voted to actually consolidate; however, they continued to move ahead. He was not in favor of spending any money until the Council knew the total costs. He was getting very impatient on this. Those two Chiefs needed to get that list done. He would be opposed to this resolution because he wanted to see overall costs to the city before consolidation. That breakdown was very important.

Chief Alexander stated he had provided that list a few meetings back, but he would get more copies made.

Councilor Tuttle verified it listed the costs associated with the consolidation.

Chief Alexander stated yes, as identified, the estimates were provided. When he discussed the list with the Council a few weeks back, it was that week that additional things kept getting discovered. For example, the fire alarm in City Hall was answered in the Dispatch Center, and they needed to determine how that would be handled – via a monitoring company or what, and what the associated costs would be for that. The Facilities Manager was helping research that cost, and those numbers just came in. He had a list of all the things that had come to light – to this point – and most had estimates or identified costs. The proposed resolution before them now included everything they knew of, to date.

Councilor Jones asked if there would be additional resolutions to come before the Council related to this.

Chief Alexander stated there would not be for things he had identified to this point. A few things, such as the elevator emergency phone reprogramming, would probably be under \$100, and that cost could be absorbed within the current 9-1-1 budget; however, the costs for things covered in the proposed resolution couldn't be. Also, they had done some radio testing yesterday, and Chief Higinbotham would provide an update on that.

Dan Jones moved, seconded by Jackson Fox, that the Council adopt Resolution #2013-129: A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALL OF RADIO BASE STATIONS AND AUDIO/VIDEO SURVEILLANCE EQUIPMENT, ALLOCATING THE PURCHASE FROM EQUIPMENT REPLACEMENT CONTINGENCY FUNDING IN THE AMOUNT OF UP TO \$21,200, contingent upon the signing of the 9-1-1 consolidation contract. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-no; Verini-yes; Cammack-yes. Motion carried 6/1/0.

DISCUSSION ITEMS

9-1-1 Consolidation Update

Mark Alexander, Police Chief, stated several issues had been covered already. They had received the IGA back from the county, and there were some concerns about records management costs. He met with Sheriff Wolfe to receive an interpretation of the language, and with that interpretation, he didn't have any issue with it. It directed that any new additional features within the system would be a cost. Police and Public Works wouldn't absorb that cost if it was only for Fire Department use, and the same went for the other departmental uses. He had no problems or issues with the IGA as presented, for the police anyway. He had spoken with Larry Sullivan about it, and it was suggested that the addition of an MOU might be of benefit.

Mr. Sullivan stated as the timeline was still an issue, for the actual date for the consolidation to occur. Also, the labor issues hadn't been resolved. Once those were taken care of, if the Council was satisfied with the IGA, they would be able to set a timeline. That line would determine what it was going to cost the city if they had a certain start date. If the Council wanted to resolve the uncertainties, one option was to do an MOU, taking the current draft of the IGA and attaching it to the MOU, specifying the only two issues left – labor and timeline. That could be presented to the Council, then to the county.

Councilor Verini stated in regards to what Mr. Sullivan said, and what Chief Alexander mentioned, insurance issues had also been discussed. Where those being considered?

Mr. Sullivan stated there were some internal things the city would have to deal with. Many things would have to take place within the departments, but those wouldn't be negotiated with the County. The labor issue and the timeline were the only issues left open for negotiation with the County.

Councilor Jones stated with regard to the labor issues, to him, there should be a contract in place, and then the unions would respond to the contract. Why was it before the Council without a contract? How did the union know what would be done without a sheriff's contract? That needed to be in place, with a timeline, and then if a disagreement came up with the union, then they would respond. It seemed backwards.

Mr. Sullivan stated if they wanted something in place now, they could do it with an MOU. Those union negotiations could delay the implementation of the plan. He hadn't spoken with any city labor lawyer yet. He might agree to get the 9-1-1 contract signed since it would help in the negotiation process, but he hadn't been contacted by anyone. The labor negotiations should be completed prior to any formal agreement for a timeline.

Councilor Jones disagreed, and had all along.

Mayor Cammack stated they needed to do the MOU. It would lock everyone in.

Councilor Fugate stated they didn't have defined costs yet. She didn't want to do an MOU without knowing those costs.

Mayor Cammack stated they were getting close to having those established. The MOU meant the city was in agreement, and they would list anything on that MOU anything still needing resolution before the final contract, such as the actual date for the transition.

Chief Alexander stated with regard to the labor side of this issue, Mr. Sullivan was working on the IGA with the County. Then there was the attorney the city retained for the labor negotiation piece, who had held meetings with the Police Association. The Bargaining for Impasse process was required by law, negotiations about confirming how much sick and vacation time could be taken with them to the County. They were working out which employees were guaranteed to go over to the County. There had been some proposals back and forth in a Transfer Agreement for the employees. Many things were being negotiated in that Agreement: Were they taken by seniority, taken by qualifications, how were they choosing which employees would go, and which employees would be laid off. One proposal was that Chief Alexander provide them 40 hours of training, on site, 30 days prior to the implementation of the transfer. Another issue was wages, and how established, recall, bumping rights, those types of things. The last talk he had with the attorney representing the city, he and the attorney for the Police Association, planned to meet again in December. The two attorneys had met with the City Manager last November. He had received an invoice from the attorney that would be on the next bill run. On the Bargaining for Impact, potentially, the union could see some issues in the IGA that they felt could be open to bargaining. He didn't know what they could be, but the union could say there were.

Councilor Fox asked if this negotiation taking place was required by law.

Chief Alexander stated yes. Those were in the ORSs that had been previously provided to the Council. He was still trying to figure out what the attorneys identified as the start date and end date for that 90-day requirement. However, they still needed to keep bargaining in good faith.

Mayor Cammack asked Fire Chief Higinbotham if he had anything to add.

Chief Higinbotham stated yes, it would be on the radio procedures and the coverage, but it would be discussed later.

Councilor Jones asked to have the MOU procedure explained.

Mr. Sullivan stated the MOU was a preliminary written version of a handshake agreement; they had a deal except for a few issues. It essentially was an agreement with the proposed contract except for a few issues. The county had an attorney and the city had a union attorney, so hopefully the agreements reached with the county and city were drafted without conflict. If there were, the city would have the option, even after signing the MOU, to work through those issues. Otherwise, the MOU was a commitment from the city to proceed with the IGA after the last issues were resolved.

Mayor Cammack asked that the draft MOU come back to the next Work Session.

Councilor Verini asked the Finance Director to provide the final numbers, or up to date numbers, as to the savings Ontario would have on the first year, if not into the second year, as they moved forward.

Mr. Long stated once an updated budget was received, those could be projected. He would contract the Sheriff's Office to get those numbers put together.

Councilor Crume asked both Chief Alexander and Chief Higinbotham if they felt confident that the issues being dealt with for the radio/audio/video would be done in a reasonable fashion, and safe for their needs?

Chief Alexander stated he wanted to ensure everything was taken care of before pulling the trigger. He wanted everything in place, up and running, with all the bugs worked out, before executing. He didn't know how long it would take to all be in place. For the police, they were fine with their radio coverage, but fire, not so much. He did wish the jail was in Ontario, as that would make things easier. They were always working on ways to make a safer city, and the current holding cell was a liability.

Chief Higinbotham stated they had held joint meetings with the county and the city's communication experts, and it was identified they needed a link between the county and the city's radio equipment to make everything work correctly. Yesterday, they had done some testing and found problems on both ends, such as dead spots. They did some general alarms to check the pagers opening up from the county, and it came off Rhinehart Butte. They monitored and reported in when they received the page, and they had very poor response back. Out of them all for a general page, some guys only received one. That was not acceptable. He, too, was frustrated regarding costs. They had the technicians explain what they thought was needed, which was to make a remote and have the county be a remote site to the fire department's radio equipment. It worked from Ontario, but they were having some issues with it coming off Rhinehart Butte. That was going to cost. There might be some issues that would just take a programming fix, but getting the cost from the technicians, he had one from a third-party communication company, and he hadn't been able to provide a report to the Council on what it was going to cost the city, but there were some holes and they had to be filled before they flipped the switch, not only for public safety, but for fire fighter safety, too. The portables had to work. They tried it with the talk around; they could reach Ontario, but they couldn't hit Rhinehart Butte from all locations. Those were the things that had to be addressed. Moving the repeater might help, but coming out of Vale, they weren't opening the city's repeater, it was coming off of them. That was an issue with technicians doing some reprogramming. He had applied for a grant to move the repeater, but that was a year out, for around \$7K, to move the repeater from Foothill to Station Two; they gained a few things there. Coverage could be better, portables could reach it better from different locations, and the city gained ISO points for an emergency generator, which they did not have off of Foothill. If the city moved the repeater before the grant was denied or awarded, the grant would be void. It would be the decision of the city if they wanted to expend the funds now, or wait for the grant. There were several links – he had received a price for microwave that would be a one-time shot from Vale to Ontario and back, for around \$26K. It would be city-owned equipment, and it would be a one-time cost. Fiberoptics, it would be around \$1200-1400 a month, so about \$15K a year in just rental fees. On the lease line, which was unsecured, there was no

figure for yet. There were some things they needed to do with the technicians to get everything to function properly. They needed to meet again with both the city and county technicians, to hammer this out to get some firm numbers of what it was going to take and what it was going to cost. He knew the Council was frustrated, but so was staff. The problems had been identified, but they needed to provide numbers for resolution.

Mayor Cammack stated he didn't think any of them were going to want to wait a year for the grant.

Chief Higinbotham stated that was only for the grant. They didn't have to move the repeater right now. They did need to resolve the hole There were 36 firefighters who carried pagers, and only opening up six or seven was not acceptable – they all had to be opened up. It had been identified that they needed to have control from Vale to Ontario. They were using Ontario's radio equipment, not Vale's. If they were going to use the Sheriff's Office off Rhinehart Butte, they were going to have to have some programming changes. It was up to the technicians to tell them what was required. They hadn't received any costs from either the city's radio tech, or Vale's, but he did have a price from an outside vendor.

Councilor Verini stated with regard to the consolidation, getting past the costs, he wanted to hear if the city was going to be safe or safer when done?

Chief Higinbotham wasn't sure how to weigh that. From the fire side, no, they weren't in a position to say they were safe. They had to have the system work. Chief Alexander would have to answer for the police side of things.

Mayor Cammack asked if all the problems were resolved, would they be as safe as they currently were.

Chief Higinbotham stated then they'd be operating just like they were right now.

Chief Alexander stated one benefit was better staffing levels, because they were currently understaffed. The Sheriff indicated the schedule would have two dispatchers on almost all the time. That couldn't be done in Ontario now with this staffing.

Chief Higinbotham stated consolidation with the Sheriff's Office would eliminate the redundant system, which they had currently. If lowered to one system, fire would like to have the ability to put in either the bay or staff room a system that would allow them to page. That was another \$3-4K. The costs kept popping up. There were things they hadn't even thought about yet.

Councilor Crume stated they had talked about changing the tower from one place to Station Two – would there be a benefit in communications to have both, or was it cost prohibitive, to add a new one, plus what was already there.

Chief Higinbotham stated anything new would help, but an additional repeater was really expensive.

Councilor Crume stated so they were moving equipment from one location to another, so it was only a movement cost, rather than a new equipment cost. But, what would it cost to make a second tower?

Chief Higinbotham stated it would be under \$50K, maybe the \$20-30K range for a new repeater.

Councilor Crume confirmed the radio technicians believed the one they were discussing would be sufficient to handle the needs.

Chief Higinbotham stated it worked now. If they were able to relocate, they'd gain emergency power that wasn't on Foothill, and coverage would be better.

Mayor Cammack stated for the next Work Session, they needed to have a proposed MOU, and an updated equipment list with costs.

Chief Higinbotham stated they would make every effort to provide that.

Councilor Fox asked Chief Higinbotham if the numbers he was stating were one-time expenses?

Chief Higinbotham stated for the microwave, yes, the \$26K and the equipment would belong to the city.

Councilor Fox stated he showed \$33K, and if they added in the other repeater station, it increased to \$60K. Then would they be confident? It was a one-time expense, and there was such an influx to the general fund due to the savings they'd have. There were people in the audience that were worried about both the Aquatic Center and the Golf Course, and he didn't want to close anything. They needed to look at it all fiscally.

Chief Higinbotham stated the unsecured lease-line, if that went down, it could be down for a while. If they had the capability of operating from this end, they could still dispatch from Ontario and bring Ontario's system back up. They did not have a cost for a lease-line, which should be considerably cheaper, but it would be a monthly charge.

Mayor Cammack wanted all that information in writing for the Council at the next meeting.

Councilor Fox stated they needed to act on this quickly. He was tired of kicking the can down the road, and they were dragging their feet, or someone was. They had to address things in the city, and that influx of money would help. For that amount of money, the Council could make a decision.

Mayor Cammack agreed. Get the list ready, and the Council would review and maybe make some decisions.

Councilor Verini stated along with the MOU, they also needed the numbers on savings from the Finance Director. Councilor Fox brought up a good point – as they moved forward with this, if the Council knew the figures, maybe they could work through some issues whether it be the pool or the golf course.

Mayor Cammack stated Mr. Long had already been directed to get that ready.

Chief Higinbotham stated both OPD and OF&R could use the Fiberoptics link.

Mayor Cammack asked that the numbers and the recommendations be ready for the new work session.

Golf Course Update

Scott McKinney, Golf Course Concessionaire. (*See proposal, attached*)

Councilor Fox complimented Mr. McKinney on his thinking and the business plan, but they had to find money.

Mr. McKinney stated this was not the same as other city entities. He was spending money daily prepping for next year, including the purchase of advertising for next year. His contract with the city would be done on December 31, 2013, and working on that timeline, he needed to know what prep needed to be done. If the Council was going to close it down, or not give any money, he needed to know that. Did the Council even want the course? The average cost to run a municipal course was \$610K annually. His request was a drop in the bucket compared to that. It was improving and building confidence with the public. Make a decision, or there wouldn't be a course next year.

Councilor Jones asked Mr. Long how much was left in the current golf budget.

Mr. Long stated it was pretty well spent. They had already transferred over \$33K this fiscal year, through September; there was approximately \$91K remaining. They had budgeted \$125K.

Mr. McKinney reminded them he worked off a calendar year, and the city was a fiscal year. So, he was stuck with that amount until June 30th. Money for him from the first of the year until June 30th would be from membership and cart storage rentals. That money would operate the course until the new city budget went into effect. They could make it work.

Councilor Jones stated with what was left, with Mr. McKinney's projections, then the \$221K was still what he wanted the city to subsidize?

Mr. McKinney stated yes, from July forward. With the revenues from the members and what was left of the budget, they could make it until July 1st. But, in the next budget, the Council needed to budget the \$221K for the course, or \$225K, or \$300K.

Mayor Cammack confirmed Mr. McKinney was set until the end of fiscal year, except his contract would've expired.

Mr. McKinney stated he wouldn't have a contract after December 31st, and he was broke. The contract he was currently working on, the budgeted money, the \$18,750 that came to him in four payments, the money was still in there for that to come in when he signed a new contract in January. Those two payments, \$18,750 twice, would come out of that fund. The rest came from memberships. The \$6500 for the injection system, then the 250 gallon totes of acider at \$5 a gallon, he had money to operate. It was \$30K for the whole year for acid. That should have been started two months ago. Part of this was a new central control computer, with four wireless satellites for \$71K, and that was a killer deal. Rodents were destroying the wiring for the water system. They had lost the ability to automatically water about half of the course due to rodents destroying the wires. They'd phase in the remaining stations over a three year period.

Councilor Fugate asked about the gophers.

John [?] stated as of that morning, he had trapped 137 gophers. He usually ran four or five traps, and they were generally full. There was no trapping being done at the airport, so the animals kept coming across to the golf course.

Mr. McKinney stated there were problems with squirrels, too, and it was an ongoing process. He was barely scratching the surface on what they wanted to do at the course. He had added \$10K in the budget for rodent control. The main priorities were to get the pipes unplugged, get the communication back on line, get some equipment so they could mow, and they were in business.

Councilor Jones stated with regard to the satellite system, was that a lease or purchase?

Mr. McKinney stated it would be an outright purchase.

Councilor Jones asked where that value was in the report.

Mr. McKinney stated it was in one of the Attachment. The Ontario Golf Course renovation and control renovation.

Councilor Jones verified that was a capital purchase that needed to come from the city that hadn't been budgeted.

Mr. McKinney stated that was correct. The total for all the satellites and computer, was \$71, 983. But, they broke that down to three phases of \$25K a year.

Councilor Jones asked what Mr. McKinney projected for capital costs for the next six months. He had the \$221K, but to get him in operation, what was needed?

Mr. McKinney stated he had met with Brad [Howlett] yesterday, and went over the existing equipment, and he showed the plan for upgrades. Maybe \$5K on maintenance for existing items up and running, and then \$18,750x2, so that total would be around \$38K+/-, and there was a little over \$90K still in the budget.

Councilor Verini asked if the Council had a staff recommendation on this.

Brad Howlett, Facilities Manager, stated at this point it was more of a values question. It was the city's course. Mr. McKinney laid out a renewal plan, which would cost money. They needed to increase product to increase revenues. Staff would be willing to support what Council wanted, as long as next year fit into some type of long-term plan.

Councilor Fox verified the \$36,500 for N-pHURIC acid in the budget, was that one year only, and should he be able to back off some if he was maintaining it, after the initial outlay?

Mr. McKinney stated yes. It would then become a process of maintaining the pH level at a certain level, which should back it off.

Mayor Cammack proposed that the Council study the proposal, and at the next work session go through it with the idea of making a decision on Monday.

Nicki Hall suggested asking for volunteers to help with the mowing. She also suggested using dish soap to deter the gophers – they didn't like it, and ran from it.

Mr. McKinney stated they had a ton of volunteers. Also, he had a conflict with the Work Session date.

Councilor Jones suggested keeping it on the Agenda, so the Council could discuss it. There would be a lot of questions from that discussion, and they could put it up for action at the meeting of the 16th.

Mr. McKinney stated he would make it work for the 27th and/or the 2nd.

Mayor Cammack reiterated this would be discussed at the work session on the 27th, and possibly at the regular meeting on December 2nd. If it all went well, they'd possibly be able to take action on Monday night.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Jones asked Chief Alexander to look into the letter the Council received from Janice Thomson. It appeared her complaints were valid.
- Councilor Crume stated as Liaison to the Airport Committee, he had attended their meeting, but left his notes at home. He could attempt to wing it from memory, or wait to report.

Council consensus to wait until following the meeting.

ADJOURN

Jackson Fox moved, seconded by Ron Verini, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

APPROVED:

ATTEST:

LeRoy Cammack, Mayor

Tori Barnett, MMC, City Recorder

MEETINGS LIST JANUARY THROUGH JUNE, 2013

JAN	2	V&C Board	7:00 am	Holiday Inn
	2	Council Work Session	12:00 Noon	City Hall
	6	Council Meeting	7:00 pm	City Hall
	13	Airport Committee	7:00 pm	Airport
	13	Planning Commission	7:00 pm	City Hall
	14	Golf Committee	5:30 pm	Golf Course
	15	Recreation Board	3:30 pm	City Hall
	16	Council Work Session	12:00 Noon	City Hall
	16	Public Works Committee	3:00 pm	City Shop
	21	(TUE) Council Meeting	7:00 pm	City Hall
30	Council Work Session	12:00 Noon	City Hall	
FEB	3	Council Meeting	7:00 pm	City Hall
	6	V&C Board	7:00 am	Holiday Inn
	10	Airport Committee	7:00 pm	Airport
	10	Planning Commission	7:00 pm	City Hall
	11	Golf Committee	5:30 pm	Golf Course
	13	Council Work Session	12 Noon	City Hall
	18	(TUE) Council Meeting	7:00 pm	City Hall
	19	Recreation Board	3:30 pm	City Hall
	20	Public Works Committee	3:00 pm	City Shop
	27	Council Work Session	12 Noon	City Hall
MAR	3	Council Meeting	7:00 pm	City Hall
	6	V&C Board	7:00 am	Holiday Inn
	10	Airport Committee	7:00 pm	Airport
	10	Planning Commission	7:00 pm	City Hall
	11	Golf Committee	5:30 pm	Golf Course
	13	Council Work Session	12 Noon	City Hall
	17	Council Meeting	7:00 pm	City Hall
	19	Recreation Board	3:30 pm	City Hall
	20	Public Works Committee	3:00 pm	City Shop
APR	3	V&C Board	7:00 am	Holiday Inn
	3	Council Work Session	12 Noon	City Hall
	7	Council Meeting	7:00 pm	City Hall
	8	Golf Committee	5:30 pm	Golf Course
	14	Airport Committee	7:00 pm	Airport
	14	Planning Commission	7:00 pm	City Hall
	16	Recreation Board	3:00 pm	City Hall
	17	Council Work Session	12 Noon	City Hall
	17	Public Works Committee	3:00 pm	City Shop
	21	Council Meeting	7:00 pm	City Hall
MAY	1	V&C Board	7:00 am	Holiday Inn
	1	Council Work Session	12 Noon	City Hall
	5	Council Meeting	7:00 pm	City Hall
	12	Airport Committee	7:00 pm	Airport
	12	Planning Commission	7:00 pm	City Hall
	13	Golf Committee	5:30 pm	Golf Course
	15	Council Work Session	12 Noon	City Hall
	15	Public Works Committee	3:30 pm	City Shop
	19	Council Meeting	7:00 pm	City Hall
	21	Recreation Board	3:30 pm	City Hall
29	Council Work Session	12 Noon	City Hall	
JUN	2	Council Meeting	7:00 pm	City Hall
	5	V&C Board	7:00 am	Holiday Inn
	9	Airport Committee	7:00 pm	Airport
	9	Planning Commission	7:00 pm	City Hall
	10	Golf Committee	5:30 pm	Golf Course
	12	Council Work Session	12 Noon	City Hall
	16	Council Meeting	7:00 pm	City Hall
	18	Recreation Board	3:30 pm	City Hall
	19	Public Works Committee	3:00 pm	City Shop

CONSENT AGENDA
December 2, 2013

TO: Mayor and City Council

FROM: Gina Villanueva, Engineering Technician II

THROUGH: Alan Daniels, Public Works Director
Robert Walker, Assistant Public Works Director

SUBJECT: BID AWARD: GIS SOFTWARE PROGRAM AND UPGRADES TO DATA DIRECTIONS, INC

DATE: November 20, 2013

SUMMARY:

- ESRI quote #20437366 dated Nov. 7, 2013 \$9,700
- Juniper GIS quote dated Nov. 15, 2013 for \$8,586
- Data Directions quote dated Nov. 13, 2013 for \$8,390
- Approved Budget Detail 2013-2014

A geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information. GIS integrates with AutoCAD to satisfy all of the City of Ontario's mapping needs, not just for water, sewer, storm and street-related data, but also for other departments such as Planning, Police and Fire for projects such as addressing, searches, schools, sex offenders and any other related data that must be calculated and mapped.

PREVIOUS COUNCIL ACTION:

June 17, 2013 – City Council adopts Resolution #2013-123, Adoption of Annual Budget including two GIS licenses.

PROBLEM DISCUSSION:

The software is used by two engineering technicians. One technician uses the software daily, the second technician uses the software as backup/overflow to the primary technician. Both are trained to use the software. One technician uses an outdated license, the second technician was using a free, yet limited, demo of a license that expired last year. There are projects which are on-hold until the software is updated and until a second license is purchased.

STAFF RECOMMENDATION:

Staff recommends that the City Manager be authorized to sign a purchase order for Data Directions in the amount of \$8,390 for two GIS licenses.



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 380 New York St
 Redlands, California 92373
 Phone: 18004479778 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 11/07/2013 To: 02/05/2014

Quotation # 20437366

Date: November 7, 2013

Customer # 152290 Contract #

City of Ontario
 Public Works Dept
 444 SW 4th St
 Ontario, OR 97914

ATTENTION: Gina Lewis
 PHONE: (541) 881-3235
 FAX: 541-881-3251

Material	Qty	Description	Unit Price	Total
93198	2	ArcGIS for Desktop Basic (formerly ArcView) Single Use License	1,350.00	2,700.00
93194	2	ArcGIS Publisher for Desktop Single Use License	2,250.00	4,500.00
93172	1	ArcGIS 3D Analyst for Desktop Single Use License	2,500.00	2,500.00
			Item Total:	9,700.00
			Subtotal:	9,700.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$9,700.00

Once your order is processed, you will receive an email with your software authorization number(s) along with instructions on how to download the software and complimentary data & maps from <http://customers.esri.com>.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Michael Seybert Email: mseybert@esri.com Phone: 18004479778 x5221

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
 This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Helping organizations succeed with GIS.

www.juniperGIS.com
2660 NE Highway 20, Suite 610, #316
Bend, OR 97701
Ph: 541-389-6225
Fax: 888-454-7813

Juniper GIS Quote for ESRI Software

TO: Dawn Eden
Public Works, City of Ontario
Email: Dawn.Eden@ontariooregon.org

QUOTE: *Total cost for software listed below is **\$8,586.***

ArcGIS for Desktop Basic single use license

1 copy: \$1,275

2nd copy purchased at the same time: \$1,148

ArcGIS 3D Analyst single use license

1 copy: \$2,125

ArcGIS Publisher single use license

1 copy: \$2,125

2nd copy purchased at the same time: \$1,913

SOFTWARE MAINTENANCE:

Software maintenance is paid directly to ESRI to keep all software modules current. The first year is complimentary. Maintenance prices are for informational purposes only, are not guaranteed, and subject to change by ESRI. The first license out of every 10 pays the primary maintenance rate; additional copies pay the secondary rate.

- Primary maintenance for ArcGIS 10.x for Desktop Basic Single Use with one or more extensions is \$1,000 per year.
- Secondary maintenance is \$900 per year.

PAYMENT:

Juniper GIS accepts official government purchase order, business checks, Visa or MasterCard as payment.

SHIPPING:

ESRI will email the download instructions and the license codes directly to the end user. If you would like to have the actual software box with DVD's of the software, shipping costs of approximately \$25 each will be added to these costs.

TO ORDER:

Please send your order request, method of payment, current user number (if applicable) and mailing address to Juniper GIS. An invoice will then be sent to you by email, with payment due within 10 days.

This quote is valid for software purchased within the next six months. Juniper GIS is only licensed to sell ESRI software to end users in the United States.

November 15, 2013



4560 Fox Hollow Rd.
Eugene, OR 97405
(541) 345-4MAP
www.datadirecitons.biz

Software Costs Quotation
prepared for:

Dawn Eden
City of Ontario – Department of Public Works
541-881-3237
Dawn.Eden@OntarioOregon.org

November 13, 2013

Quote: ON_111313_1

SOFTWARE (Single Use Licenses):

- (2) - ArcGIS – Desktop – Basic. Most current version.
- (2) - ArcGIS – Publisher Extension - Desktop. Most current version.
- (1) - ArcGIS – 3D Analyst Extension - Desktop. Most current version.

Total price for all products referenced above: \$ 8,390.00
(Price reflects discounts and is the best price offered to government agencies based on quantities requested.)

Total Quote:

\$ 8,390.00

Price quoted is a delivered price (free shipping) for the above referenced software and based on quantities purchased. This quotation is limited to the terms of the ESRI License Agreement. This quotation is made in confidence for your review. It may not be disclosed to third parties except as required by law. Quotation valid for 30 days. Reference above quotation number when issuing Purchase Order. Direct questions to Tony Cooley @ (541) 345-4627, email: Tony@datadirections.biz

Data Directions is a certified Oregon Emerging Small Business (cert # 3690).



025-055 PUBLIC WORKS ADMINISTRATION DEPARTMENT
EXPENDITURE DETAIL

ADOPTED	YEAR 1 UNIT	COST	Account	Description	YEAR 1	FY 2015 PROPOSED
1	0		025-055-610400	AUDITOR		0
				Single Audit	M	0.00
BANK CHARGES						
12	896		025-055-610500	Discover Fee	M	10,752.00
12	1,022			Intrchg Fee		12,264.00
12	60			Bank Card Fee		720.00
1	5,615			ICB Credit Card Fees		5,615.00
BLDG MAINT & REPAIR (Pac Center/Annex) Y						
1	300		025-055-610600	%Gen. M & R		300.00
1	600			%Janitorial Supplies		600.00
1	130			%Carpet Cleaning		130.00
1	180			%Pest Control		180.00
1	25			%Fire Extinguisher Servicing		25.00
1	252			%Intruder Alarm Monitoring		252.00
TECHNOLOGY MAINT & REPAIR (Computers, Software, Upgrades & Maint)						
025-055-610610						
1	10,000			Software Upgrades * GIS Mapping (Gina)		10,000.00
2	3,000			AutoCad Software Upgrades		6,000.00
1	16,523			AutoCad Licenses (3)		16,523.00
2	850			Computers (Eng Tech III & II)		1,700.00
1	300			Computer Upgrades & Repairs		300.00
1	200			PDF Editing * Software (Dawn & Gina)		400.00
1	1,520			GIS Program (Dawn)		1,520.00
MEDICAL EXAMS						
1	100		025-055-610660	CDL Physicals		100.00
1	100			Random Drug testing		100.00
1	250			Asbestos Physicals		250.00
1	10			Annual DOT Admin Fees		10.00
CELL PHONES						
025-055-610850						
12	35			Public Works Director		420.00
12	35			City Engineer		420.00
12	34			Project Manager		408.00
12	27			Engineering Cell Phone		324.00
12	31			Eng. Tech II		372.00
1	150			Cases & repairs		150.00

Mayor Cammick...

I request that I be appointed Military Liaison for the City Of Ontario to make sure that our relationship and communications between our Army National Guard Armory is maintained and official. Also to be a contact (liaison) for anyone in the community that would seek communications with our city about veteran issues. This position does not preclude the discussion of veteran issues with anyone else at the city level but gives a definite go to person and one that concentrates on veteran issues when and if needed.

Thank you Ronald Verini

AGENDA REPORT
December 2, 2013

TO: Honorable Mayor and City Council

FROM: Al Higinbotham, Fire Chief

THROUGH: Jay Henry, City Manager

SUBJECT: 2013-2015 INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

DATE: November 18, 2013

SUMMARY:

Attached is the following document (under separate cover):

- Intergovernmental Agreement for Regional Hazardous Materials Emergency Response Team Services

The City of Ontario and the Office of State Fire Marshal have been working together by intergovernmental agreement for the Regional Hazardous Materials Emergency Response Team Services. The current contract will end on June 30, 2013.

PREVIOUS COUNCIL ACTION:

July 22, 2011 Council approved the 2011-2013 Intergovernmental Agreement.

BACKGROUND:

The City of Ontario and the Office of State Fire Marshal have had a partnership since 1992 of continued services with the Regional Hazardous Material Emergency Response Team Services. The City possesses approximately \$750,000 in equipment belonging to the State of Oregon for departmental use.

Should Council elect to not renew the proposed contract, the existing contract between the City of Ontario and the Office of State Fire Marshal would terminate immediately and all equipment and inventory will be returned to the Office of State Fire Marshal in Salem.

ALTERNATIVE:

Approve contract renewal with the State of Oregon, through the Office of State Fire Marshal.

Re-negotiate the contract with the State of Oregon, through the Office of State Fire Marshal.

FINANCIAL IMPLICATIONS:

Approximately \$2,400 per year for maintenance and insurance of the vehicles; otherwise, the State Fire Marshal's Office reimburses all expenses.

Termination of the contract would result in approximately \$750,000 worth of equipment being returned to the State of Oregon.

RECOMMENDATION:

Staff recommends approval of the biennial 2013-2015 Intergovernmental Agreement.

PROPOSED MOTION:

I move the Council authorize the Mayor and City Manager to sign the biennial 2013-2015 Intergovernmental Agreement between the City of Ontario and the Office of State Fire Marshal.

AGENDA REPORT
December 2, 2013

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Jay Henry, City Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING REGARDING CONSOLIDATION OF 9-1-1 AND DISPATCH SERVICES

DATE: November 25, 2013

SUMMARY:

Attached are the following documents:

- Proposed Memorandum of Understanding (MOU) between the City and Malheur County
- October 22, 2013, revision of 9-1-1 Intergovernmental Agreement.

BACKGROUND:

At the Council work session on November 14, 2013, the consensus of the Council was to request that the City attorney prepare an MOU between the City and Malheur County concerning the status of negotiations between them as to the consolidation of 9-1-1 and dispatch services. The Council reviewed and gave consensus approval to the October 22, 2013 draft of the Intergovernmental Agreement between the parties, which was still incomplete because no date for the consolidation had been agreed on.

The proposed MOU addresses the status of negotiations and identifies the one remaining issue to be resolved, namely, the date of consolidation. The MOU also discusses that labor negotiations are ongoing between each party and its employee bargaining unit concerning the impact of the consolidation on the employees affected by the consolidation, and that City staff is continuing to address the impacts that the consolidation will have on the City, including the need for additional or upgraded equipment.

The proposed MOU has been sent to County Counsel Stephanie Williams to review. If the City approves it, she will present it to the County Court at its December 4, 2013, meeting. She advised the City attorney that the County Court has not seen the latest draft of the Intergovernmental Agreement. At this time she has no opinion as to whether the County Court might be willing to sign any agreement, including an MOU, concerning the 9-1-1 consolidation, until all issues are resolved.

RECOMMENDATION:

Staff recommends that the City Council approve the MOU between the City and Malheur County concerning 9-1-1 consolidation.

PROPOSED MOTION:

I move that the Mayor and City Council approve the Memorandum of Understanding between the City and Malheur County concerning the consolidation of 9-1-1 and dispatch services.

MEMORANDUM OF UNDERSTANDING

PARTIES: Malheur County, Oregon (“County”)
and
City of Ontario, Oregon (“City”)

RECITALS:

- A. County and City are negotiating for the consolidation of City and County 9-1-1 and dispatch services, and have made significant progress in reaching agreement on all issues.
- B. The few remaining issues left to be resolved may require an extended period of time. In the meantime, both City and County are devoting substantial resources and staff time in anticipation of the eventual consolidation.
- C. The parties desire, through a Memorandum of Understanding, to establish their good faith in continuing and completing negotiations and entering into a formal Intergovernmental Agreement as soon as reasonably possible.

AGREEMENT:

1. The Ontario City Council, on behalf of City, and the Malheur County Court, on behalf of the County, acknowledge that they have reached a consensus on the terms of a draft “Intergovernmental Agreement For 9-1-1 and Dispatch Services Between Malheur County and the City of Ontario” (the “Draft Agreement”) between the parties, a copy of which is attached hereto and incorporated herein as Exhibit “1”. The Draft Agreement provides for the transfer of the City’s 9-1-1 and dispatch services to the County, under the supervision of the Malheur County Sheriff, for an annual fee to be paid by the City to the County.
2. The parties have not yet agreed on a commencement date for the consolidation in Section 6 of the Draft Agreement, for the following reasons:
 - a. The parties are working with their employee bargaining units to negotiate the terms of the transfer of employees as required under their collective bargaining agreements and ORS 236.605 et. seq.
 - b. City staff is resolving various equipment and communications issues in connection with the consolidation.
3. Once the foregoing issues are resolved, it is the intention of the parties to select a mutually agreeable commencement date for the consolidation and to fully execute the Agreement.

DATED this ____ day of _____, 2013.

COUNTY OF MALHEUR

Dan Joyce
County Judge

Don Hodge
County Commissioner

Larry Wilson
County Commissioner

Brian Wolfe
County Sheriff

CITY OF ONTARIO:

LeRoy Cammack, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

**Intergovernmental Agreement for 9-1-1 and Dispatch Services Between
Malheur County and the City of Ontario**

THIS AGREEMENT is by and between the COUNTY OF MALHEUR, a municipal corporation organized under the laws of the state of Oregon through the Malheur County Sheriff's Office, with the business address of 151 B Street West, Vale Oregon, 97918, hereafter referred to as the COUNTY, and the CITY OF ONTARIO, a municipal corporation organized under the laws of the state of Oregon, with the business address of 444 SW 4th Street, Ontario, Oregon 97914, hereafter referred to as the CITY. Collectively, COUNTY and CITY are the "parties".

WHEREAS, the City desires to contract with the County for 9-1-1 services on a 24-hour basis and to furnish police, fire and public works dispatch services for the City; and

WHEREAS, the County agrees to furnish said 9-1-1 and dispatch services to the City; and

WHEREAS, such cooperation between municipal subdivisions of the State of Oregon is authorized by Chapter 190 of the Oregon Revised Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements contain herein, the parties agree as follows:

1. County shall perform and provide radio communications and telephone answering services for all 9-1-1 and non-emergency calls for service on a 24-hour basis. County shall provide police and fire dispatching functions following protocols established by the Chief of each City department. County shall furnish dispatch run time logs to the Fire Department at no cost after each medical, fire emergency or as requested. At the time of entering into this Intergovernmental Agreement, Ontario Police Department, Nyssa Police Department and Malheur County Sheriff's Office pay for a records management system (RMS), CAD and Justice program (collectively referred to as "the record system"). Ontario Police Department will continue to directly pay its annual maintenance fee for the record system. The City acknowledges that other entities such its Fire Department and Public Works Department utilize the record system at no direct cost. City acknowledges that such non-law enforcement customers may, in the future, be requested by County to pay a proportionate share for the record system pursuant to the process outlined in paragraph 4b below.
2. County shall provide teletype communication services as City shall require during the term of this Agreement. Teletype communication services shall consist of LEADS/NCIC/DMV inquiries, LEADS/NCIC verifications, entries, modifications, locates, clearances and validations.
3. County shall maintain a digital library of telephone and radio communications as required by law. County shall furnish to the city copies of 9-1-1 and radio digital records to the Ontario Chief of Police and Fire Chief at no cost and within the disclosure limits of Oregon law. These digital records are for City's internal use only. If digital records are provided to fulfill a request from a third party, such as for discovery or a public records request, costs to copy and furnish the digital records will be paid to County pursuant to a fee schedule adopted by the Malheur County Sheriff's Office.
4. City shall pay to County a fee for its services in the sum of \$237,090 payable on or before _____, 2013. In addition, County will receive the City's 9-1-1 funds (excise tax) from the State of Oregon Office of Emergency Management.

- a. The above fee and all future fees for the County's services provided herein will be calculated by dividing the cost of the Malheur County Sheriff's communication operations (expenditures, capital outlay and personnel) by the total county population, thereby creating a per capita fee. The per capita fee shall be multiplied by the most recent population for the City. By way of illustration the City's fees were calculated as follows: $\$802,892$ (expenses) / $31,395$ (total population) = $\$25.57$ per capita. $\$25.57 \times 11,415$ (total population Ontario) = $\$291,881 - \$54,792$ (911 excise tax for Ontario) = $\$237,090$.
 - b. County shall furnish to the City the estimated annual fee by April 1 of each year. If at any time it appears to the County that the fee for the coming year may increase because of increased operational expenses or other reasons, the County shall so notify the City and explain the basis for the anticipated increase. At either party's request, County and City ~~At the City's request, County~~ shall negotiate in good faith ~~with the City~~ to reasonably address issues related to any anticipated fee increases. City acknowledges that anticipated fee increases within the communication operations will include actual increases in County costs due to salaries, benefits, materials, capital outlay and personal services.
5. The formula in paragraph 5a shall be inclusive of the 9-1-1 excise tax collected on telephone exchange access services received from the State of Oregon based on Ontario's population.
 6. This contract shall commence on _____, 2013. Except for the annual fee as set forth in paragraph 5, which may change from fiscal year to fiscal year, all other terms of this Agreement shall be automatically extended from year to year. Any party may terminate this Agreement without cause by giving written notice to the other party not less than May 1 prior to the beginning of the fiscal year. This Agreement may be modified or amended by mutual written agreement of the parties.
 7. County agrees to form a 9-1-1 Users Board who shall advise the Sheriff on 9-1-1 and dispatch operational matters. City agrees to participate in the Users Board.
 - a. The 9-1-1 Users Board shall consist of:
 - 1) The Malheur County Sheriff
 - 2) The Police Chief of each participating city
 - 3) The Fire Chief of each participating city\district
 - 4) The EMS Director/Supervisor of each ambulance service dispatched by County
 - 5) The Malheur County EMS Coordinator
 - 6) Mayor of Adrian in lieu of police and fire chief
 - b. The Users Board shall meet at least quarterly, or as called by the Chair
 - c. The Chairperson shall be elected by the users, who shall serve for a one-year term.
 - d. The Chairperson shall not serve consecutive terms.
 - e. All personnel issues shall remain sole and exclusive matters of the County.
 8. City shall be responsible for the purchase and maintenance of its present or future owned base radios, antennas and any and all other communication infrastructure. City will maintain an automated phone system for administrative calls. This system is not intended to handle calls for service.
 9. At the request of the City, the Sheriff and the Malheur County Court shall meet with representatives of the City or the Ontario City Council to resolve any issues in connection with the Agreement.
 10. This agreement is a final and complete understanding between the parties and supersedes any

agreement between County and City for 9-1-1 and dispatch services.

DATED this ___ day of _____, 2013.

COUNTY OF MALHEUR

Dan Joyce
County Judge

Don Hodge
County Commissioner

Larry Wilson
County Commissioner

Brian Wolfe
County Sheriff

CITY OF ONTARIO:

LeRoy Cammack, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

AGENDA REPORT
December 2, 2013

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Jay Henry, City Manager

SUBJECT: REQUEST TO FUND DRUG DETECTIVE

DATE: November 26, 2013

SUMMARY:

Attached is the following document:

- Current Organizational Chart for the Police Department.

The Police Department would like to replace a Drug Detective. The position was cut in April 2013.

BACKGROUND:

During the Police Department's Public Input Meeting to formulate a strategic plan earlier this year, a presentation was made on the make-up of the Police Department. The presentation compared staffing levels, additional services provided by the department and calls for service.

Feedback supported the belief that the Patrol Division was at minimal staffing to be able to respond to calls for service and conduct basic follow-up on crimes within Ontario.

With the loss of two Police Officers in FY 2011-13, The Gang Enforcement Officer and Drug Task Force Officer were cut in order to maintain that minimum staffing level in the Patrol Division. The Drug Task Force Detective was assigned to a Tri-County Drug Task Force comprising of officers from Malheur, Payette and Washington Counties. This Task Force has been in effect several years.

Those two positions had given some control over gangs and drugs in the City, which we continued to enjoy for several months.

In October 2013, Jacob Colman was shot and killed in his Ontario apartment and the case remains unsolved. An officer from the Patrol Division has been assigned to work this case. On November 25th, The High School SRO was assigned from his position in order to assist as well.

The Police Department has gained a great amount of intelligence as a result of this homicide. We are currently experiencing a methamphetamine epidemic in this area with ties to Mexican Cartel. This has been a growing problem that has continued without the Ontario Police Department being able to dedicate an officer to our local Drug Task Force.

The drug operatives are very well organized. Methamphetamine is being offered at an all-time low cost after being imported into our community. It is being produced with new, very addictive substances. This enables dealers to get more people hooked and gain complete control over their lives.

These organizations and their followers have been involved in Murder, Attempted Murder, Assault, Kidnapping, Robbery, Burglary, Theft, Rape, Prostitution and related drug possession and trafficking crimes. These are crimes occurring in Ontario that have been documented after the Jacob Colman homicide.

Drug users/dealers that are non-compliant to these organizations are subject to these crimes. The Police Department's fear is that these crimes will continue and get worse under further Cartel control.

The Police Department would like to request the Council authorize the hiring of a Police Officer to replace the vacant Drug Detective position.

ALTERNATIVE:

The Council could deny the request.

FINANCIAL IMPLICATIONS:

The loss of Police Officer positions were not recognized in FY 2013-14 and therefore funding does not exist in the current Police Department budget for additional staffing. Approximately \$76,000-\$88,000 (DOE) would be required from Contingency to replace a Police Officer.

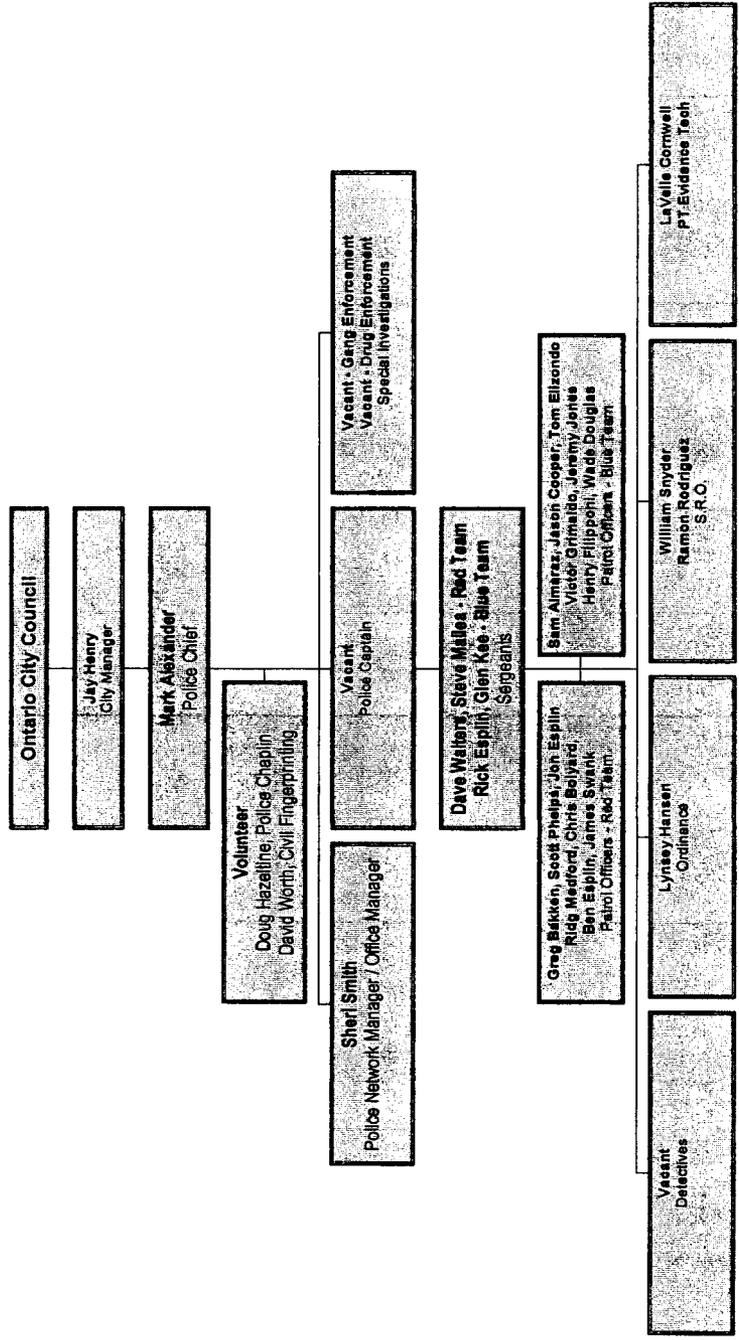
STAFF RECOMMENDATION:

Staff recommends that the Council authorize the Police Department to hire a Police Officer.

PROPOSED MOTION:

I move that the Council authorize the hiring of a Police Officer to restore a Drug Detective position, and to utilize funds for the position from General Fund Contingency in an amount not to exceed \$88K, fully burdened.

Ontario Police Department Organizational Chart



AGENDA REPORT
December 2, 2013

TO: Mayor and City Council

FROM: Michael Long, Finance Director

THROUGH: Jay Henry, City Manager

SUBJECT: APPROVAL TO OPEN CHECKING ACCOUNT FOR POLICE DEPARTMENT FOR FORFEITURE FUNDS HELD BY POLICE DEPARTMENT

DATE: November 26, 2013

SUMMARY:

The purpose of this request is to get approval on the minutes of the Council Meeting to open a checking account for the Police Department to deposit forfeiture funds that is held by the Police Department until they receive directions from the Court who the funds are to be distributed to.

We would like the Council to approve the opening of a checking account and set up a fund within the Trust Fund 050 to account for the funds. The checking account would require two signatures. Those individuals authorized to sign the checks are as follows:

Mayor
City Manager
Finance Director
Police Chief

The Finance Director then will find a bank that has minimum fees for the checking account to open. The checking account will be reconciled monthly to the general ledger and bank.

STAFF RECOMMENDATION:

Staff recommends approval to open checking account for Police Department.

PROPOSED MOTION:

I move to allow the Finance Director to open up a checking account for the Police Department for Forfeiture Funds and require two signatures. Also, those to be authorized signers on the account are the Mayor, City Manager, Finance Director, and Police Chief.