



# 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, May 6, 2014 – 6:30pm

Mayor

Doug Daoust

City Council

Norm Thomas

Glenn White

David Ripma

Rich Allen

Eric Anderson

John L. Wilson

City Manager

Craig Ward

City Attorney

David J. Ross

1. Roll Call
2. Discussion: A continuation of the discussion regarding a concept proposal for contracted law enforcement services in Troutdale.

Chief Anderson, Sheriff Staton, and Erich Muller

3. Adjourn

Doug Daoust, Mayor

4/30/14

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](http://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.



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** Review of the Proposed Concept for Contracted Law Enforcement Services from the Multnomah County Sheriff's Office

**MEETING TYPE:**  
City Council Work Session

**MEETING DATE:** May 6, 2014

**STAFF MEMBER:** Erich Mueller  
**DEPARTMENT:** Finance

**ACTION REQUIRED**  
Information/Discussion

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**  
Not Applicable

**PUBLIC HEARING**  
No

**Comments:**

**STAFF RECOMMENDATION:** *Approve the proposed resolution on May 13, 2014.*

**EXHIBITS:** A: Intergovernmental Agreement (IGA) draft deal points  
B: May 13, 2014 Resolution to approve and proceed with contract negotiations

**Subject / Issue Relates To:**

- Council Goals                       Legislative                       Other

**Issue / Council Decision & Discussion Points:**

- ◆ City choosing to contract for specified services, *not* a takeover by the service provider.
- ◆ Potential for significant cost savings by elimination of duplication and through efficiencies of scale and specialization
- ◆ Improved level of public safety services delivered and broadened scope of capabilities
- ◆ Access to expanded professional law enforcement personnel and wider career opportunities for staff

Reviewed and Approved by City Manager:

- ◆ Progress in supporting Council goals to improve and support livability in Troutdale, to promote fiscal solvency, improve fiscal prioritization, enhance budget accountability, and improve employee morale.

## **BACKGROUND:**

At the April 1, 2014 Council work session the Sheriff and Chief Anderson presented the concept for the City choosing to contract with the MCSO to provide law enforcement services in Troutdale. Over the prior few years they had discussed the concept informally, and recent circumstances seem to have improved the viability of the concept. They gathered a staff working group to explore the concept in a more detailed operational and financial manner, to determine if it was a feasible concept for the City Council to evaluate.

Before presenting the concept to the Council, the Sheriff and Chief Anderson determined that the proposal needed to:

- Provide significant financial benefits
- Enhanced police services
- Be able to achieve community and employee support
- Support City Council and MCSO goals
- Maintain Troutdale identity and significant local control

It needs to be a Win for the City & taxpayers, a Win for the Officers, and a Win for the Sheriff.

At the prior work session the concept was presented at a high level outline. The ensuing discussion generated many questions, many of which this report addresses. However, as there is no draft agreement yet, all the information remains projection, estimate and assumptions of the working group.

## **OVERVIEW FOLLOW UP QUESTIONS:**

What is proposed patrol service level?

How does the employee count transfer work out?

What about access, accountability and responsiveness of the Chief?

What are and how are the potential cost savings achieved?

How would the range of services/activities be implemented over time?

What about building?

What will be covered in the Intergovernmental Agreement to contract for the services?

## Overall Cost Assumptions:

The working group reviewed the Police Department budgets, (01-70 command and 01-71 operations) for the operational considerations under the consolidated service concept. Most all costs were attributed to MCSO to absorb, many of which were then estimated for the cost to be "charged back" to the City for providing the contract services as "**City Contract Costs.**" A few items were also determined to be "**City Retained Costs.**"

From our prior work session:

### *"Budget Big Picture"*

<i>Troutdale Police Costs:</i>	<i>\$3.9M</i>
<i>Estimated Cost with MCSO Contract:</i>	<i>\$3.1M</i>
<i>Estimated Net City Savings:</i>	<i>\$800,000...(year 1)</i>

*A multi-year implementation...!!!*

*Savings estimates include several large dollar assumptions subject to final negotiations!!!*

The source for these amounts:

**Base for comparison**, the Approved FY 2014-15 Budget for existing, "no change" operations:

\$3,260,000 for Personnel Services,  
\$870,000 of Materials and Services, and  
\$151,000 for Capital Outlay,  
\$4,281,000 Total Expenditures – *preliminary cost*

-\$414,000 Reduction for cost recoveries from SRO, EMGET, Tri-Met, etc...

\$3,867,000 as the net "City Cost" to the General Fund

(The \$3.9M mentioned above from the prior work session.)

### **Estimated City Cost with MCSO Contract**

\$2,536,000 Contract Fee  
\$484,000 "City Retained Costs" (*see next page*)  
\$3,020,000 *preliminary cost*

First Year only implementation transition items:

\$493,000 Transferred employee leave bank payout ORS 236  
-\$262,000 Training cost credit for 5 fully trained officers filling MCSO vacancies  
-\$200,000 Credit for transferred Police fleet vehicles  
\$3,051,000 as net City Cost with MCSO Contract

(The \$3.1M mentioned above from the prior work session.)

The estimated amount of the “City Cost **with** MCSO Contract”, is where the contract fee would be the largest cost item, but **would not be the only** cost remaining in the Police budget. These other items are captured as City Retained Costs. These are a variety of retained costs for items which the MCSO would not be providing services or otherwise remain the City’s responsibility. The largest cost being the BOEC dispatch costs which are charged based on jurisdiction population. The personnel services and materials and services cost associated with our 0.5 FTE Code Enforcement Officer are also retained costs. We have also assumed the City would still fund the AMR Summer beach coverage program.

**City Retained Costs:**

- \$395,000 BOEC dispatch charges
- \$36,000 Code Enforcement Officer – personnel and materials
- \$12,000 equipment lease & maintenance fees
- \$31,000 Arbitrator video system final lease payment & maintenance
- \$10,000 AMR Summer beach coverage program
- \$484,000

*How does the employee count transfer work out?*

	Existing FTE		MCSO Cover		City Contract Cost
POLICE CHIEF	1	====>>	1	====>>	1
POLICE LIEUTENANT	1	====>>	1	====>>	1
POLICE SERGEANT	4	====>>	4	====>>	4
POLICE OFFICER	12	====>>	12	v	
				====>>	9
POLICE INVESTIGATOR	2	====>>	2		
POLICE SRO	2	====>>	2		
TRANSIT POLICE OFFICER GANG ENFORCEMENT OFFICER	1	====>>	1		
	1	====>>	1		
PD ADMINISTRATIVE SPECIALIST	1	====>>	1		
POLICE EVIDENCE TECH	1	====>>	1		
POLICE RECORDS SPECIALIST	2	====>>	2		
	28		28		15
<b>City Cost</b>	<b>3,231,692</b>		<b>MCSO cost</b>		<b>City contract cost</b>
			<b>3,451,140</b>		<b>2,284,019</b>
			<b>Savings:</b>		<b>(947,673)</b>

There are 28.5 budgeted FTE in the Police Department, the Evidence Tech duties are currently being performed by a patrol officer. Also the model assumes the 0.5 FTE of the Code Enforcement Officer would remain with the City initially.

All 28 positions would be transferred to the MCSO. The City would then pay the MCSO for services of 15 positions. The City would assign the IGA participation for the SRO positions, the Tri-Met Officer and the EMGET Officer to the MCSO. The MCSO would add the detectives to the existing unit, and the records staff and patrol officers would fill other existing budgeted vacancies.

*With fewer officers/deputies how do you cover patrol?*

**Efficiencies from Increased Size and Scale:**

Hours coverage for staffing level of 2 Officers and 1 Sergeant 24/7

Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Days 8am-4pm	8	8	8	8	8	8	8
Swing 4pm-midnight	8	8	8	8	8	8	8
Graveyard midnight-8am	8	8	8	8	8	8	8
	24	24	24	24	24	24	24

Total hours to cover per week: 168 (7 \* 24)  
 standard work week: 40  
 # of FTE needed per staffing position: 4.2 (number of staff required to have 1 officer on duty round the clock for 1 week)  
 # of Officers/Sergeants on patrol: 3  
 Required FTE for one week of coverage: 12.6

*\*\*\*This is BEFORE providing for vacation, sick coverage, and required training time.*

Relief Coverage based on private industry studies of 24/7/365 shift operations, depending on the workforce demographics, runs from 1.4 to 1.7 FTE needed for each full time position, to provide 2 days off per week, vacation, sick leave and training time.

For the 1 Sergeant round the clock position, it would require  $4.2 \times 1.4 = 5.88$  to  $4.2 \times 1.7 = 7.14$  staff. Or a minimum of 6 Sergeants.

For the 2 Patrol Officers responding to calls round the clock it would require  $8.4 \times 1.4 = 11.76$  to  $8.4 \times 1.7 = 14.28$  staff. Or a minimum of 12 Officers.

So on our own we need 2 additional Sergeants and 1 additional Officer to reach standard staffing. HOWEVER, as part of a larger organization there are more deputies in the available pool to fill in for relief coverage. The proposed model allows the City to contract for the mathematical minimum of 13: 4 Sergeants and 9 officers/deputies.

*Where are the cost savings for the MCSO when taking on the patrol duties?*

**No Reduction Patrol Call Service Levels:**

Current Per Shift Coverage			
	TPD	MCSO	
Officers	2	4	Deputy
Sergeant	1	1	Sergeant
Total on Patrol taking calls:	6		
Supervision:	2		
Proposed Per Shift Coverage			
		MCSO	
		6	Deputy
		1	Sergeant
Total on Patrol taking calls:	6		
Supervision:	1		

Cost savings of elimination of duplication of supervision cost: \$ 144,469  
 shifts: x 3  
 Annual savings: \$ 433,406

After service consolidation **no** reduction in officers/deputies responding to dispatch calls. Two officers/deputies would still respond to calls in the 2 Troutdale districts. However significant cost savings would be realized through the combined effort of 1 Sergeant supervising 6 deputies, and the reassignment of a Sergeant to other MCSO tasks and coverage.

## **Other Benefits / Efficiencies from Increased Size and Scale:**

Expanded Records Window access for the Public. Currently only 40 hours per week, 173 hours per month. Once records consolidation can be implemented there will 7/24 window access representing an additional 557 hours of Public Access per month. This also improves the efficiency and effectiveness for patrol officers by not requiring them to return to the station from an incident scene to look up information in order to clear the call. They would be able to obtain the records information over the radio as they currently are able to do only during the day shift five days per week Monday through Friday.

Absorbing Property and Evidence custody activities which currently divert approximately 0.5 of a Patrol Officer position to maintain minimum basic custody requirements.

And additional service enhancements as the Chief reviewed at the prior work session:

- FULL Supervision (24/7)
- Patrol (FULL staffing)
- Investigations (Full-Service)
- Full-Service Records (24/7) Staffing
- Dedicated Training Unit
- Full-Service Property Control
- Dedicated River Patrol Unit
- SWAT (Enhanced Staffing)
- MCT – Major Crimes Team (Enhanced Staffing)
- VCT – Vehicle Crash Team (Enhanced Staffing)
- HNT – Hostage Negotiation (Enhanced Staffing)
- Reserve Program (Enhanced Staffing)
- Program Management (Enhanced Efficiency)
- Crime Analysis (Full Service)

Additional Secured Services and Benefits as the Sheriff reviewed at the prior work session:

- Traffic Enforcement
- Motor Unit
- Drug Lab/HazMat Mitigation
- River Patrol
  - Dive Team
  - Swift Water Rescue
- SAR – Search & Rescue
- K-9 (Drug and Tracking)
- Investigative Services

- Intercept Unit
- Elder Abuse
- Child Abuse
- DVERT (Domestic Violence)
- Human Trafficking
- Waste Management enforcement
- WST –Warrant Strike Team
- Community Resource Officer
- Forest Service Lands Enforcement
- Citizens Academy
- Citizens Patrol
- Inmate Work Crew
- Special Events Management
- East County Booking Facility

Additional savings that the Sheriff expects MCSO to achieve from the service consolidation through efficiencies from Increased Size and Scale:

- Services
- Training
- Academy Costs
- Overtime
- Equipment
- Fleet
- Fuel
- Maintenance

Savings in these areas results from the MCSO being able to function more efficiently and effectively through the utilization of existing unused capacity while absorbing our staff and operations into the budgeted vacancies.

*How would the range of services/activities be implemented over time?*

### **Multi-year Implementation**

There are a number of items which need to be planned scheduled and implemented, all of which only make sense after the employee transfers are completed as the first phase implementation. The following phase(s) include a variety of items to be addressed, some of which include:

- Vehicles transfers
- Patrol center operations transition and consolidation implementation.

- Technology planning and implementation for network access, email, cell phones, radios, and MDT's.
- Records access, transition and consolidation implementation.
- Evidence custody and storage access, transition and consolidation implementation.

*What about building?*

### **Troutdale Community Police Facility**

The building is a necessary for the delivery of law enforcement services to our community. The facility is a long term City asset for which the voters provided long term financing. The facility is an important part of the changed circumstances which makes the potential service consolidation more feasible by enabling the Sheriff to shift his patrol hub into East County which allows for cost saving operational efficiencies by being closer to service delivery areas.

As the above multi-year implementation process gains more definition, the uses and benefits of the Troutdale Community Police Facility for both the City and the MCSO will be quantified. A future agreement allocating costs and recoveries from the evolving building utilization will be developed.

The Troutdale Community Police Facility would remain a City owned asset as it houses the City Attorney/Legal Department offices, the main server network and telecommunication data center for the City, and the community room. Should the law enforcement services contract end at some point in the future, the City would still have the facility to operate its own Police Department again.

*What will be covered in the Intergovernmental Agreement to contract for law enforcement services?*

### **Intergovernmental Agreement**

The City would be choosing to contract for specified services from a vendor, as it routinely does for other goods and services. The City would choose to contract for law enforcement services from the MCSO. It would not be a "takeover" by the Sheriff.

As in any customer vendor relationship the terms and conditions must be clearly spelled out for the benefit of all parties. Intergovernmental Agreements are made pursuant to the authority found in ORS 190.010, et seq and ORS 206.345. IGA's are enforceable contracts through arbitration or the courts. What terms are included in the IGA defining responsibilities of each party is what makes a good contract.

A clear and acceptable IGA is necessary for all parties. The IGA must address staffing and equipment (both on transfer to MCSO and for continuing operations) as well as command and control, liability allocation, and payment of miscellaneous fees for a variety of police and emergency-related services. **Some** of the potential deal points for the IGA are attached in Exhibit A. Any IGA will need a structure which envisions a number of subsequent amendments as transition and implementation items are determined.

**SUMMARY:**

The proposed service consolidation would provide Troutdale both significant cost savings as well as a great value for our money by providing the many expanded capabilities of MCSO being directly available to the City. The proposal provides a Win for the City & taxpayers, a Win for the Officers, and a Win for the Sheriff.

- The proposed resolution for consideration next week **is** a decision to move forward toward contracting for law enforcement services.
- The proposed resolution is **not** the final decision and approval, but rather a “commitment” to seek an agreement for approval and implementation.

Just as with a house purchase, signing the purchase contract begins the process with a “commitment”, yet the appraisal, home inspection, title report, mortgage, closing, funding and recording all have to occur before you get the keys! The resolution on May 13<sup>th</sup> is an important decision point, but only a similar commitment to go forward, but it is not the final decision point.

**PROS & CONS:**

- A. Approve the proposed resolution next week to seek to obtain for the City significant cost savings and service benefits through an acceptable Intergovernmental Agreement
- B. Not approve the proposed resolution, rejecting significant cost savings and service benefits and ignoring the opportunity to arrest the continued fiscal deterioration of the General Fund

<p><b>Current Year Budget Impacts</b> <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A First Year: estimated \$800,000 cost savings</p> <p><b>Future Fiscal Impacts:</b> <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A Future Years: estimated more than \$1,000,000 of annual cost savings</p> <p><b>Community Involvement Process:</b> <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A</p>
--

# City of Troutdale & MCSO

## Draft IGA Deal Points

*These are only “some”* of the deal points which need to be negotiated and clearly defined. These are just points to be discussed, these are **NOT** the actual terms, and they have **NOT** been agreed to by any party, just draft points.

### Services Provided:

- Operates under the philosophy of a municipal police department as to appearance.
- The MCSO agrees to provide police service within the corporate limits 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 CITY.
- These services shall include two assigned armed uniformed deputy sheriffs per shift, one to each of the two CITY patrol districts providing 24/7/365 coverage to perform police patrol functions, plus one sergeant providing round the clock supervision.
- Reactive patrol to enforce state law and CITY adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- Proactive patrol to prevent and deter criminal activity;
- Traffic patrol to enforce applicable traffic codes;
- Community service officers and crime prevention personnel;
- Command and support staff.
- 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 such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
  - Communications services, including call receiving, dispatch, and reports.
  - In the event that any Optional Services are recommended by the CITY' s Police Chief or his/her designee, to discuss the scope of the project and costs, to arrive at a separate written agreement for delivery of those services.

### **City Identity, Accessibility, Reporting and Responsiveness:**

- CITY shall have city police uniforms and police vehicles that display the CITY' s identity for personnel assigned full-time to the CITY
- The Chief shall continue to participate in the CITY management team meetings and regular meetings with the CITY Manager
- MCSO shall ensure the Chief shall remain accessible and responsive to the CITY
- MCSO will provide the Chief 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 and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;
- MCSO will consult with and obtain the concurrence of the CITY Manager, concurrence which shall not be unreasonably withheld, prior to assigning or reassigning the command staff responsible to perform the services to the CITY.
- Timing and replacement of CITY assigned staff who are promoted to a position outside the CITY will be managed with the concurrence of the CITY Manager or designee.
- The MCSO shall provide to the CITY a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement and other activities related to community policing. The report may include information such as numbers of incidents to which MCSO responded and the amount of time spent on incidents, neighborhood patrol and investigations.
- MCSO employees will work cooperatively with CITY organizations to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;
- MCSO will provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

### **Available Funds:**

- Subject to the CITY maintaining timely contract payments the MCSO and County Finance shall provide assurances for the continued delivery of services to the CITY and that the County or MCSO may not unilaterally terminate or reduce the scope of services to be provided as a result of reduced MCSO budget funding.

**Contract Cost escalator** to be limited to cost of living increase provided to the Deputy Sheriff's Association membership applied to the total contract base cost from the prior year.

**Duration.**

- (*Perpetual*) The Agreement shall automatically renew annually on July 1st of each year when the new cost exhibit for the coming fiscal year is signed by both parties, unless a termination process is invoked
- *Or*- A 10 year TERM: The term of this agreement shall be from July 1, 2014 to June 30, 2024, with annual amendment to Section \_\_\_ new cost exhibit for the coming fiscal year.

**Termination Process.**

- The MCSO may, upon 60 days written notice, terminate the agreement if the CITY fails to meet its payment obligation under the Agreement.
- Notice of Intent to Terminate: Except as provided for non-payment, any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing a (24?)\_\_\_\_-month written notice under the Agreement. Following receipt of the written notice of intent, the CITY Manager and the Sheriff will meet to discuss the intention to terminate services and review alternatives and impacts, among other matters.
- Written Notice of Termination: After the 45-day period has run, the terminating party shall provide at least \_\_\_\_\_ months written notice to the other party.

**Amendments.**

- The Agreement may be amended at any time by mutual written agreement of the CITY, the Multnomah County Sheriff, and the Board of County Commissioners.

Several exhibits to the IGA

- Cost tables and formulas
- Labor Union Agreement: TPOA & DSA
- Labor Union Agreement: Troutdale AFSCME local 3132 & County AFSCME Local 88
- Transition Implementation schedules

**DRAFT**

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE PROPOSED CONCEPT FOR CONTRACTED LAW ENFORCEMENT SERVICES FROM THE MULTNOMAH COUNTY SHERIFF, AND AUTHORIZING NEGOTIATION OF AN INTERGOVERNMENTAL AGREEMENT.**

**THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. There exists a long and successful history of cities, both nationwide and in Oregon, of contracting with their County Sheriff to provide law enforcement services.
2. That the Multnomah County Sheriff (MCSO) has proposed to provide contracted law enforcement services to the City at the same or enhanced service levels and at a substantially lower cost to the taxpayers, while maintaining City identity and significant local control.
3. That an analysis of a potential law enforcement service consolidation is in the best interest of the City, and would to provide significant cost savings for the City.
4. That the potential law enforcement service consolidation would offer expanded and enhanced career opportunities for current City Police Officers and civilian staff.
5. That a successful and mutually beneficial contract arrangement would require the cooperation and agreement of the City Council, labor unions, County Commission and MCSO, and that each party has expressed support for the potential law enforcement service consolidation.
6. That an appropriate Intergovernmental Agreement is made pursuant to the authority found in ORS 190.010, et seq and ORS 206.345 addressing all parties needs and obligations, and transition issues, is needed.
7. Time is of the essence for both MCSO potential budget efficiency opportunities, and for potential substantial cost savings of the City to begin.
8. The potential law enforcement service consolidation would support the City Council goals to improve and support livability in Troutdale, to promote fiscal solvency and improve fiscal prioritization and budget accountability, and to improve employee morale.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:**

Section 1. Authorizes and directs City Officials to negotiate terms and conditions of an Intergovernmental Agreement necessary to obtain contracted law enforcement services from the Multnomah County Sheriff consistent with the findings above, and as outlined during the two work session presentations, and in Exhibit A of the staff report.

Section 2. The City Manager or Finance Director (each a "City Official") are designated to negotiate on behalf of the City, and are directed to present a proposed Intergovernmental Agreement to the Council for final approval.

Section 3. The City Officials are directed and authorized to seek a contract target implementation of July 1, 2014 for the initial phase of the contracted services.

Section 4. This resolution shall take effect upon adoption.

**YEAS:  
NAYS:  
ABSTAINED:**

---

**Doug Daoust, Mayor**

---

**Date**

---

**Debbie Stickney, City Recorder**  
**Adopted:**