



AGENDA

MOLALLA CITY COUNCIL MEETING
January 25, 2023
7:00 PM
Molalla Civic Center
315 Kennel Ave, Molalla, OR 97038

Mayor Scott Keyser

Council President Jody Newland
Councilor Terry Shankle
Councilor Eric Vermillion

Councilor Leota Childress
Councilor Crystal Robles
Councilor RaeLynn Botsford

WORK SESSION begins at 6:00pm: Open to the Public, but not open to Public Comment or Testimony

REGULAR COUNCIL MEETING begins at 7:00pm: Open to the Public and open to Public Comment or Testimony. Please fill out a comment card and submit it to the City Recorder, prior to the beginning of the meeting.

*In accordance with House Bill 2560, the City of Molalla adheres to the following practices:
Live-streaming of the Molalla City Council Meetings are available on Facebook at “Molalla City Council Meetings – LIVE” and “Molalla City Council Meetings” on YouTube.
Citizens can submit Public Comment in the following ways: attend the meeting, email the City Recorder @ recorder@cityofmolalla.com by 4:00pm on the day of the meeting, or drop it off at City Hall, 117 N. Molalla Avenue.*

1. CALL TO ORDER AND FLAG SALUTE

2. ROLL CALL

3. CONSENT AGENDA

- A. Meeting Minutes – January 11, 2023

4. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

- A. Planning Commission Appointments
- B. Budget Committee Appointment – Elizabeth Klein
- C. Beautification & Culture CPC Appointment – Elizabeth Klein

5. PUBLIC COMMENT & WRITTEN COMMUNICATIONS

(Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Council does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Council.)

6. PUBLIC HEARINGS

7. ORDINANCES AND RESOLUTIONS

8. GENERAL BUSINESS

- A. Clackamas County Worker IGA (Huff)
- B. Code Enforcement FTE
- C. Goal Setting Conference Follow-Up

9. STAFF COMMUNICATION

10. COUNCIL COMMUNICATION

11. ADJOURN

Agenda posted at City Hall, Library, and the City Website at <http://www.cityofmolalla.com/meetings>. This meeting location is wheelchair accessible. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-829-6855.



Minutes of the Molalla City Council Meeting

Molalla Civic Center
315 Kennel Ave., Molalla, OR 97038
January 11, 2023

CALL TO ORDER

The Molalla City Council Meeting of January 11, 2023 was called to order by Mayor Scott Keyser at 7:00pm. The Flag Salute directly followed.

COUNCIL ATTENDANCE

Present: Mayor Scott Keyser, Council President Jody Newland, Councilor Leota Childress, Councilor Terry Shankle, Councilor Crystal Robles, Councilor Eric Vermillion, and Councilor RaeLynn Botsford.

STAFF IN ATTENDANCE

Dan Huff, City Manager; Christie Teets, City Recorder; Mac Corthell, Community Development Director; Andy Peters, Public Works Division Manager.

CONSENT AGENDA

- A. City Council Meeting Minutes – December 14, 2022
- B. Work Session Meeting Minutes – December 14, 2022

A motion was made by Councilor Robles to approve the Consent Agenda. Vote passed 6-0, with all Councilors voting Aye.

PRESENTATIONS, PROCLAMATIONS, CEREMONIES

- A. Swearing – In of Councilors and Councilor Elect

Mayor Keyser administered the Oath of Office to Councilor Childress and Councilor Shankle. He then swore-in newest Councilmember RaeLynn Botsford. Mayor Keyser invited Councilor Botsford to join the Council at the dais, and proceeded with the remainder of council appointments.

- B. Council President Appointment

A motion was made by Councilor Vermillion that Councilor Newland serve as Council President for 2023. Vote passed 7-0, with all Councilors voting Aye.

- C. Council Chamber Liaison Appointment

A motion was made by Councilor Vermillion to appoint Councilor Botsford as the 2023 Chamber of Commerce liaison. Vote passed 7-0, with all Councilors voting Aye.

- D. Council Library Liaison Appointment

A motion was made by Councilor Botsford to appoint Councilor Robles as the 2023 Library liaison. Vote passed 7-0, with all Councilors voting Aye.

- E. Council Parks CPC Liaison Appointment

A motion was made by Councilor Botsford to re-appoint Councilors Newland and Robles as the 2023 Parks CPC liaisons. Vote passed 7-0, with all Councilors voting Aye.

F. Council Police Facility CPC Liaison Appointment

A motion was made by Councilor Childress to re-appoint Councilors Shankle and Newland as the 2023 Police Facility CPC liaisons. Vote passed 7-0, with all Councilors voting Aye.

G. Council Beautification & Culture CPC Liaison Appointment

A motion was made by Council President Newland to appoint Councilors Childress and Shankle as the 2023 Beautification & Culture CPC liaisons. Vote passed 7-0, with all Councilors voting Aye.

H. Council Molalla River School District Board Liaison Appointment

A motion was made by Councilor Robles to appoint Councilor Vermillion as the 2023 MRSD Board liaison. Vote passed 7-0, with all Councilors voting Aye.

I. Council C4 Liaison and Alternate Appointment

A motion was made by Councilor Robles to appoint Councilor Vermillion as the 2023 C4 Alternate to Mayor Keyser. Vote passed 7-0, with all Councilors voting Aye.

PUBLIC COMMENT

A. Public Comment/Citizen Concern: Ron Higginbotham

Mayor Keyser referred Council to a comment submitted by Ron Higginbotham that is provided in the meeting packet. He then asked if the item would be placed on the next agenda.

Coral Villareal and Randy Baker, Molalla Residents, are concerned about the unlawful activity that is taking place around Molalla HOPE. They are witnessing drug use, public nudity, and are worried about kids and the skate park. The couple would like to know if there is anything that can be done by staff or council in order to create a safer space for residents in the area. Mayor Keyser and City Manager Huff spoke to the couple about State Laws, and that informed them that their concerns will be addressed at an upcoming meeting.

PUBLIC HEARINGS

None.

ORDINANCES AND RESOLUTIONS

A. Resolution No. 2023-01: Electing to use the Sequential Urban Growth Boundry Amendment Process in ORS 197.626(3)

A motion was made by Council President Newland to adopt Resolution No. 2023-01, Electing to Use the Sequential Urban Growth Boundry Amendment Process. Vote passed 7-0, with all Councilors voting Aye.

GENERAL BUSINESS

A. Contract Award: On-Call Paving

Public Works Division Manager Peters gave a brief explanation of how an On-Call Paving contract works. He feels confident that this will ultimately save the City money, while extending the life of city streets.

Councilor Robles stated that the importance of this contract is that it is a good option for our community and will ultimately save tax payers money. Mr. Peters stated that it was more than a bandaid, it is the right thing to do for our streets. He also explained that this process will help the life of our streets for at least 10 years.

A motion was made by Councilor Vermillion to approve the On-Call Paving Contract Award. Vote passed 7-0, with all Councilors voting Aye.

B. Amendment to Personnel Policy – Section V – K

City Manager Huff explained to Council that some language in the Personnel Policy that was adopted recently was left out. During the recent ice storm, there was confusion about employees reporting to work, and if they could not, what personal time was to be used (ie. vacation pay, comp time). Mr. Huff shared the amendment regarding CCPOA and Teamsters employees needing to refer to their contract.

A motion was made by Councilor Robles to approve the amendment to the City of Molalla Personnel Policy. Vote passed 7-0, with all Councilors voting Aye.

STAFF COMMUNICATION

- PW Division Manager Peters reported that a meeting is taking place soon that will help reduce the water pressure in town in certain areas. The American Water Works Association states that 70 pounds of pressure is plenty, and some areas are 100-140 pounds of pressure. This is also a strategy for conserving water.
- Community Development Director Corthell commended Public Works employees Richard Landreth and Wyatt Kylo for fixing a curb stop blow-off on Christmas Eve. Mr. Corthell thanked them for helping the citizens affected to have a good Christmas.
- City Manager Huff provided homework to Council for the Goal Setting Conference, which are Focus Areas on the Molalla Area Vision and Action Plan.
- City Recorder Teets reminded Council of the upcoming Goal Setting Conference. She also informed them that at the January 25, 2023 Work Session, Planning Commission applicants will be interviewed.

COUNCIL COMMUNICATION

- Councilor Botsford shared that the Chamber of Commerce will hold their first Lunch & Learn next week for those that are interested. She also reminded folks that the Annual Banquet is coming soon.
- Councilor Robles shared an update on Library programs; a teen program, winter reading program, and citizenship classes.
- Council President Newland welcomed Councilor Botsford to Council. She also announced that she has more bowling pins available for purchase.
- Councilor Childress announced that the grant that the Beautification & Culture Committee applied for recently was not approved. She assured the group that there would be another way to raise money for Christmas banners. Councilor Childress discussed the City Wide Clean-Up day that is held in the Spring.
- Councilor Shankle had nothing to report.
- Councilor Vermillion announced meeting dates for the Molalla River School District. MRSD is considering sending a bond to voters soon for facility needs.
- Mayor Keyser attended a C4 meeting recently, where the homeless/houseless issue was the topic. Clackamas County is purchasing an old hotel to create a turn-key project. Mayor Keyser read an announcement regarding Facebook activity, ARPA money, and Council involvement. (attached to these meeting minutes) Mayor Keyser congratulated City Recorder Teets for recently being awarded with her Certified Municipal Clerk (CMC) designation.

For the complete video account of the City Council Meeting, please go to YouTube
“Molalla City Council Meetings – January 11, 2023”

ADJOURN

Mayor Keyser adjourned the meeting at 8:26pm.

Scott Keyser, Mayor

Date

ATTEST:

Christie Teets, CMC
City Recorder

COVID Pay/Retention

Recently, there has been some scuttle on Facebook regarding a “Christmas Bonus” for Molalla City Staff. The City does not and will not conduct its business on Facebook or any other social media venue. We conduct our business right here at scheduled City Council meetings with the Governing Body present or inside administration offices of the City of Molalla. However, I believe that the discussion here regarding this matter needs attention as follows:

Community discussion has included statements that reflect that this was a “Christmas Bonus” and that the City Council was not part of the decision or action process. These statements are blatantly false.

In **May of 2022**, Staff discussed the potential COVID Retention Pay as a possibility with the City Council during Executive Session. Employment and labor negotiation issues are always conducted in Executive sessions, and we do not discuss details of those discussions.

The City Council discussed this issue again on **June 7, 2022**.

June 22, 2022, included another discussion with the entire City Council.

August 24, 2022, was the final Council discussion of potential COVID Pay for City Staff.

Although both the City Council and the City Manager were opposed to this possibility, the action was used as a bargaining tool to help save the City costs down the road. We also believed unanimously that this action should include all city employees and not just a select group. Although discussion began in May and finalized in August, checks to city staff were not initially issued until mid-November. Timing for the Holiday season was merely coincidence.

The City of Molalla has used our Federal one-time ARPA payment for numerous projects that have improved the City of Molalla as follows:

- Water main, Sewer Main and Storm Drainage replacement projects such as Lola and Eckard nearing completion now.
- Water main replacement to repair a major leaking water line (15% of our water total loss) off Main Street this past summer
- Purchased a new Street Sweeper
- Purchased a Book Mobile
- Conducted facility improvements and security additions
- Purchased Body Cams for the Police Department
- Provided local business and non-profit grants
- And many other projects.

By law, ARPA funds cannot be used to conduct capital street repairs. Those who have commented that the City should have used the funds for street repair are mistaken. Each of the ARPA funded projects was vetted by Council, and each has provided substantial improvements to community infrastructure and the community as a whole.

Finally, your City did not shut down and send everyone home. We kept working. That says something about not only your City Council but our dedicated Staff.

Homeless/Houseless issues

We are aware of the issues and problems we are all facing with this issue in our community and our State as a whole. Our Police are hampered by rules and laws passed by the Legislature and/or approved by the voters. Please be aware that we are monitoring situations and act where necessary and lawful. Finally, we can promise that we are just as concerned with livability issues as the rest of the community and will continue to do all that can be done, under the law, to preserve the livability of Molalla.

In the coming weeks, Council will be considering adding a Staff member to help combat some of the issues we are facing. We are also participating in a push by the Oregon Mayor's Association to create a grant program to assist local governments dealing with these issues and countywide opioid problem solving. We are not alone and please remember, that most, if not all cities in Oregon are dealing with these issues.



CITY OF MOLALLA

117 N. Molalla Avenue
PO Box 248
Molalla, OR 97038

Staff Report

Agenda Category: Presentations

Agenda Date: January 25, 2023

From: Christie Teets, City Recorder
Approved by: Dan Huff, City Manager

SUBJECT: Budget Committee Appointment

FISCAL IMPACT: N/A

RECOMMENDATION/RECOMMEND MOTION:

BACKGROUND:

Budget Committee member Robert Thompson's term expired on December 31, 2022. Mr. Thompson elected to not be re-appointed to the Committee.

Former Councilor Elizabeth Klein expressed interest in serving on the committee. Her application is included in this Staff Report.



**City of Molalla
Application for Appointment to Citizen
Committee/Board/Commission/Council**

Date: **1/1/2023**

Committee/Board/Commission/Council position of interest: Budget Committee

Name: Elizabeth Klein

Address: 699 June Dr. Molalla

State/Province: OR Zip/Postal Code: 97038

Home Phone: 503.829.6855 Work Phone: Same

*E-Mail elklein@cityofmolalla.com

Current or Previous Community Affiliations or Activities:

*City Council - 2016-2022, Budget Committee 2009-2016, Molalla Area Visioning Project
Co-leader*

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

I served on the Budget Committee for several years prior to serving as a city councilor and would like to continue to support this work. I have worked in finance and accounting departmernts over the last 35 years and am the CEO/ED for a national trade association.

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

I have served on the Budget Committee as a City Counselor and now that my term is done, I'd like to participate again on the Budget Committee

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

The committee is functioning really well and I don't have any recommendations for improvement.

***Signature:**

Elizabeth Klein

117 Molalla Ave/PO Box 248 Molalla Oregon 97038
Ph: 503.829.6855 Fax: 503.829.3676 www.cityofmolalla.com



CITY OF MOLALLA

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Staff Report

Agenda Category: Presentations

Agenda Date: January 25, 2023

From: Christie Teets, City Recorder
Approved by: Dan Huff, City Manager

SUBJECT: Beautification & Culture CPC Appointment

FISCAL IMPACT: N/A

RECOMMENDATION/RECOMMEND MOTION: Appoint Elizabeth Klein to the CPC.

BACKGROUND:

Due to other commitments, Councilor Childress is no longer able to serve on the Beautification & Culture CPC.

Former Councilor Elizabeth Klein expressed interest in serving on the committee. Her application is included in this Staff Report.



City of Molalla
Application for Appointment to Citizen
Committee/Board/Commission/Council

Date: **1/1/2023**

Committee/Board/Commission/Council position of interest: Beautification & Culture Committee

Name: Elizabeth Klein

Address: 699 June Dr. Molalla

State/Province: OR Zip/Postal Code: 97038

Home Phone: 531-555-5555 Work Phone: Same

*E-Mail: elizabeth.klein@cityofmolalla.com

Current or Previous Community Affiliations or Activities:

City Council - 2016-2022, Budget Committee 2009-2016, Molalla Area Visioning Project Co-Leader

Why would you like to serve on this Committee/Board/Commission/Council and give any other background you might have in this area.

I have been actively involved in the B&C Committee since its inception (as a City Councilor) and would like to continue to support the committee's work.

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

Drafting of a Mural Ordinance, support with community kiosk project and art contest for kiosks, initial exploration of installing gateway signage, grant app to expand banner project.

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

The committee is functioning very well and starting to work with Parks Committee on future efforts. Continue to hold regular meetings and explore new opportunities to support beautification and cultural engagement in the community

*Signature:

 _____

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Ph: 503.829.6855 Fax: 503.829.3676 www.cityofmolalla.com



CITY OF MOLALLA

117 N. Molalla Avenue
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Molalla, OR 97038

Staff Report

Agenda Category:

Agenda Date: January 25, 2023

Approved by: Dan Huff,
City Manager
By: Dan Huff, City Manager

SUBJECT: Stranded Worker IGA (Intergovernmental Agreement)

FISCAL IMPACT: None

RECOMMENDATION/RECOMMEND MOTION: Approve and Authorize that the City Manager sign the IGA.

BACKGROUND:

The Stranded Worker concept is, during a significant regional disaster (like a Cascadia seismic, wild fire event or significant ice storm), where regional travel becomes or is very difficult or impossible, our respective employees could report to the nearest jurisdiction to assist. This document has been identified as a tool to strengthen and better coordinate the overall County's disaster preparedness, response, and recovery capabilities.

This IGA has been vetted by our city attorney, Chad Jacobs.

**INTERGOVERNMENTAL AGREEMENT
FOR
THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION**

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 , by and among Clackamas County and those cities, and special districts within Clackamas County who have signed this Agreement (herein collectively known as “Parties”).

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Parties have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the Parties’ Personnel (defined below), when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for sharing Personnel amongst the Parties during emergencies when transportation routes are disrupted and Personnel are unable to report to their normal work locations. Other Personnel otherwise covered by a separate lending IGA or mutual aid agreement are excluded from this Agreement.

II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency that accepts Emergency Assistance in the form of Personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, wildfire, or ice storm, which prevents Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Personnel may be full-time, part-time, or other qualified employees from the Party agency.
- G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Personnel to another Party agency, pursuant to the terms of this Agreement.
- H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. The county and all cities, inter-local agencies, regional governments, and special districts within Clackamas County are eligible to be a Party to this Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Party agency Emergency Program Managers, or designees, together, shall:
 - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.
 - ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.
 - iii. Develop and implement a means to maintain and disseminate accurate rosters of Party agency approved Personnel.
- C. Each Party agency Emergency Program Manager, or designee, shall:
 - i. Participate in any meetings convened to address administration and implementation of this Agreement.

- ii. Develop and maintain procedures necessary to implement this Agreement, including but not limited to, communicating with approved Personnel the nature of this IGA.
- iii. Develop, maintain, and publish a current roster of approved Personnel. Personnel listed on the roster must meet the definition in Part II.F of this Agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.
- iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- v. Notify all Parties if their agency terminates its participation in this Agreement.

VI. PERSONNEL

- A. Personnel must meet at least the minimum qualification standards established by the Party agency and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Personnel from reporting to their normal work locations. Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed to a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Personnel.
- E. Personnel acting under this Agreement are employees of the Lender who provided the Personnel, and shall remain subject to their respective employers' personnel and operations policies, and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. NO EMPLOYMENT RELATIONSHIP

- A. Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be

employees of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Each Lender who provides Personnel is and will remain solely responsible for all employment and human resource functions for the Personnel including, but not limited to, FMLA/OFLA administration, worker's compensation, paid sick leave, EEO complaints, and similar employment-related or human resource issues and concerns. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Personnel under this Agreement. The costs associated with borrowed Personnel are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.

- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervisor and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Personnel may decline to perform any assigned task for any reason, including but not limited to if they judge such task to be unsafe or if they are not qualified to perform the assigned task. A Lender may recall its employees if they are needed to provide support or services within the Lender's jurisdiction. If the Borrower requests Lender's Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability.
- D. In the event of any dispute between Personnel and the Borrower about the performance of services under this Agreement, Personnel shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Lender.

VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.
- B. The Borrower is responsible for ensuring Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency.
- C. Unless otherwise agreed to with the Lender, the Borrower shall release Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Personnel are released.
- D. If Personnel does not meet the needs or is otherwise not satisfactory to the Borrower, the Borrower shall be authorized to decline the assistance of the individual. The Borrower shall provide a written explanation to the Lender upon request or no later than the conclusion of the Emergency.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total costs of providing loaned employees including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or collective bargaining agreements as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

X. TERMINATION

Any Party may terminate its participation in this Agreement by written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any

Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

- A. Time sheets and/or daily logs showing hours worked by Personnel responding under this Agreement will be recorded on a shift-by-shift basis and provided to the Borrower upon request. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.
- B. All records generated or received by Lender's Personnel while assisting Borrower during an Emergency that relate to the Emergency are considered Borrower's records for public records retention purposes. Once Personnel are no longer assisting Borrower, Personnel will provide Borrower with any and all applicable public records in Personnel's possession to Borrower for retention.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in Paragraph B below, and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Borrower shall indemnify, hold harmless, and defend each Lender (including its officers, employees, volunteers, and agents) that provides Personnel to the Borrower from and against any and all third party claims, losses, harms, liability, damage, cost, or expense, including costs of defense, judgments, or awards of damages arising out of or based upon Borrower's acts or omissions in performing under this Agreement including, but not limited to, using Lender's Personnel.
- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith, performing activities beyond the scope of their employment, or in the case of malfeasance in office or willful or wanton neglect of duty.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any third-party liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each

signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

- A. All Lender Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.
- B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IGA FOR THE SHARING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION
SIGNATURE PAGE**

In Witness Whereof, the Public Entity _____ (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

Signature of Officer	Date	Officer's Title
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Signature of Counsel	Date	Counsel's Title
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Name and title of primary Contact Representative: _____ Address: _____ _____ Phone: _____ Email: _____

Name and title of alternate Contact Representative: _____ Phone: _____ Email: _____

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
 (INSERT NAME)
 (INSERT NAME)
 (INSERT ADDRESS)
 E-mail:
 Telephone:
2. Retain a second original signed **IGA Signature Page** for your records.



CITY OF MOLALLA

117 N. Molalla Avenue
PO Box 248
Molalla, OR 97038

Staff Report

Agenda Category:

Agenda Date: January 25, 2023

Approved by: Dan Huff,
City Manager
By: Chaunee Seifried,
Finance Director

SUBJECT: Additional Staffing

FISCAL IMPACT: 2022-2023 Fiscal Year is \$0 - \$25,000

RECOMMENDATION/RECOMMEND MOTION: Motion to Approve adding an FTE (Full Time Employee)

BACKGROUND: Council will recall that we have periodically discussed the need for a Compliance Officer position over the past two to three budget cycles. Our plan is to propose this position as part of our 2023 – 2024 Budget process. However, we believe our needs are urgent at this point and we are asking Council to approve this addition mid-year. Normally, we do not ask for an additional FTE outside the normal Budget process but an earlier decision allows us to move more quickly on the process to bring a staff member on board. The fiscal impact for the current year will be 3 – 4 months or approximately \$25, 000 if we find the appropriate individual. Council will see this position identified within the 2023-2024 Budget submittal. This position will be split appropriately between police, public works, planning and Library. If Council approves this additional FTE, we expect to begin the advertisement by February 1, 2023.