



**CITY OF MOLALLA  
EXECUTIVE SESSION AGENDA  
WORK SESSION AGENDA  
CITY COUNCIL AGENDA**

Council Chambers | Molalla Civic Center - 315 Kennel Avenue - Molalla  
Wednesday | May 22, 2024 | 7:00 PM

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*NOTICE: City Council will hold this meeting in-person and through video Live-Streaming on the City's Facebook Page and YouTube Channel. Written comments may be delivered to City Hall or emailed to [recorder@cityofmolalla.com](mailto:recorder@cityofmolalla.com). Submissions must be received by 12:00 p.m. the day of the meeting.*

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*[This institution is an equal opportunity employer.](#)*

**6:00 PM – EXECUTIVE SESSION OF THE CITY COUNCIL:**

*The Executive Session will begin at 6:00 PM. Executive Sessions are closed to the public.*

Held pursuant to Oregon Public Record Law, ORS 192.660(2):

(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

**6:30 PM – WORK SESSION OF THE CITY COUNCIL**

*Work Sessions are open to the public, however, closed to Public Comment.*

- A. City Council Interviews – Applications for Appointment
  - o Keith Swigart
  - o Darci Lightner

**7:00 PM – REGULAR MEETING OF THE CITY COUNCIL**

**1. CALL TO ORDER AND FLAG SALUTE**

**2. ROLL CALL**

**3. CONSENT AGENDA**

- A. City Council Meeting Minutes – May 8, 2024

**Pg. 3**

**4. EXECUTIVE SESSION ANNOUNCEMENT**

**5. PRESENTATIONS, PROCLAMATIONS, CEREMONIES**

- A. City Councilor Appointment (Council)

**Pg. 18**

**6. PUBLIC COMMENT**

*(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.)*

**7. PUBLIC HEARINGS**

**8. ORDINANCES AND RESOLUTIONS**

**9. GENERAL BUSINESS**

- A. Behavioral Health Specialist – Intergovernmental Agreement with City of Canby (Huff) **Pg. 19**
- B. Student Resource Officer (SRO) Intergovernmental Agreement with Molalla River School District (Huff/Long) **Pg. 25**

**10. STAFF COMMUNICATION**

- A. Molalla Public Library – Director Report

**11. COUNCIL COMMUNICATION**

**12. ADJOURN**

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*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.*





City of Molalla  
City Council - Regular Meeting  
Minutes – May 8, 2024  
Molalla Civic Center | 315 Kennel Ave. | Molalla, OR

**CALL TO ORDER**

The Molalla City Council Meeting of May 8, 2024 was called to order by Mayor Scott Keyser at 7:00pm.

**COUNCIL ATTENDANCE**

Present: Mayor Scott Keyser, Council President Jody Newland, Councilor Leota Childress, Councilor Terry Shankle, Councilor Eric Vermillion, Councilor RaeLynn Botsford, and Student Council Liaison Grace Peterson.

**STAFF IN ATTENDANCE**

Dan Huff, City Manager; Christie Teets, City Recorder; Mac Corthell, Assistant City Manager; Chris Long, Police Chief, Cindy Chauran; Finance Director.

**APPROVAL OF AGENDA**

Approved as presented.

**CONSENT AGENDA**

- A. City Council Meeting Minutes – April 10, 2024
- B. Joint City Council and Planning Commission Meeting Minutes – April 3, 2024

**ACTION:**

Councilor Botsford moved to approve the Consent Agenda; Councilor Shankle seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

**EXECUTIVE SESSION ANNOUNCEMENT**

Prior to the Regular meeting, Council met in Executive Session, held pursuant to Oregon Public Record Law, ORS 192.660(2): (i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee, or staff member who does not request an open hearing. The purpose of this meeting was to conduct City Manager Huff's yearly evaluation. This is not a contract year for Mr. Huff; therefore, no decisions were made at this meeting.

**PRESENTATIONS, PROCLAMATIONS, CEREMONIES**

None.

**PUBLIC COMMENT**

None.

**PUBLIC HEARINGS**

None.

**ORDINANCES AND RESOLUTIONS**

- A. Resolution No. 2024-08: Authorizing the Transfer of Appropriations between Funds – Police Department

Finance Director Chauran explained Exhibit "A" of Resolution No. 2024-01, Transferring appropriations from the Capital Fund, specified a transfer of \$243,000 to the "New PD Fund" in error. The originating fund in this case is the General Fund. The appropriations should be recorded in the General Fund under a line item for Police Capital Projects. This resolution rectifies the issue.

**ACTION:**

Council President Newland moved to approve Resolution No. 2024-08, Councilor Vermillion seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

**B. Resolution No. 2024-09: Authorizing the Transfer of Appropriations between Funds – Waste Water Treatment Plant**

Finance Director Chauran explained that this fund was created in February, to manage revenue and expenses for the new Wastewater Treatment Plant. The related appropriations transfer closing the capital projects fund authorized the transfer to the Sewer Fund. To authorize expenditure from the new fund, the appropriations need to be transferred again. This resolution rectifies the issue.

**ACTION:**

Council President Newland moved to approve Resolution No. 2024-09; Councilor Vermillion seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

**GENERAL BUSINESS**

**A. Police Facility – Early Work Approval**

Police Facility contractor Brian Shumaker, explained to Council that in order to get a Guaranteed Maximum Price (GMP) for goods needed to begin construction, his company is requesting an Early Work Approval fund. He is seeking approval of \$8.6 million to begin site development.

**ACTION:**

Councilor Vermillion moved to approve the Early Work Approval as requested by P & C Construction; Councilor Shankle seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

**B. OTAK Project Management Amendment**

OTAK Project Management is requesting an amendment in the Police Facility Contract. Due to delays in the election process for the GO Bond, costs have increased since the initial contract. These funds were budgeted and will come out of budget for the Police Facility.

**ACTION:**

Councilor Vermillion moved to approve the OTAK Project Management Amendment for the Police Facility construction; Councilor Childress seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

**C. Library Liaison Discussion**

Since Council Robles' resignation, the Library is without a Council liaison. City Recorder Teets requested that Council find a replacement.

**ACTION:**

Mayor Keyser moved to appoint Councilor Vermillion as the Library Liaison; Councilor Botsford seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

#### D. Public Works Project #22-21 – Section Street

Assistant City Manager Corthell explained to Council some of the obstacles surrounding portions of Section Street. Improvements could cost between \$500,000 and \$1,700,000. Staff is looking for consensus from Council on which direction to take improvement of Section Street; 1. Full buildout, 2. Dig and Overlay, 3. Remove this item from the Capital Improvement Plan. Council heard Public Comment from the following:

**Peggy Smith, Molalla resident**, is concerned about the state of Section Street. Her preference of the options provided to Council is that the street would be best suited for the dig and overlay option. She feels the money would be better spent on other City projects.

**Autumn and Ashlie Asmaker, Molalla residents**, are concerned that if sidewalks are constructed on this street, parking will become a greater issue. They are in favor of the dig and overlay option, with no sidewalks.

Public comment was also emailed to Mr. Corthell from Pac Fiber and a Molalla resident and are included in these Meeting Minutes.

#### ACTION:

Council President Newland moved to direct staff to dig and overlay Section Street; Councilor Vermillion seconded. Motion passed 6-0.

AYES: Vermillion, Shankle, Childress, Newland, Botsford, Keyser.

NAYS: None.

ABSENTIONS: None.

#### E. Final ARPA Report (America Recovery Plan Act)

Assistant City Manager Corthell presented the Final ARPA report to Council, stating that City of Molalla received a total of \$2.05 million in support of the public health emergency related to the COVID-19 pandemic. Mr. Corthell pointed out that these funds were one-time monies, and not funding that would become a regular part of our Budget. City Council members commended staff for thoughtful purchases, according to the guidelines that were given.

#### STAFF COMMUNICATION

- Finance Director Chauran announced that the Proposed Budget is ready and will be emailed and delivered to Council later in the week.
- Police Chief Long shared that one of his officers graduated from Police Academy that week, and will be reporting for duty very soon. Chief Long also explained that an offer had been made to an officer coming from another agency, and as a lateral position, they will be on duty sooner than if an individual had to report to Police Academy. Chief Long explained that in the Big Meadow area, there has been a rash of break-ins. He reminded people to close their garage doors in the evening, and to not store valuables in their vehicles. He also shared that the PD is gearing up for the 4<sup>th</sup> of July festivities.
- Assistant City Manager Corthell explained that a bid for the Water Intact Project will be presented to Council soon. He discussed the S. Molalla Avenue Waterline Project and construction in that area. He also encouraged folks to check out all of the updates on The Molalla Current.
- City Recorder Teets informed Council that as of the date of the meeting, there are two applicants for the Council vacancy. Applicants are former Mayor Keith Swigart and current Planning Commissioner Darci Lightner. Interviews will take place at a Work Session on May 22, 2024.
- City Manager Huff announced that staff had conducted negotiations for the Police Contract Renewal previously in the week. This item will be brought to Council at a future meeting for approval.
- Student Council Liaison Peterson shared that she is currently seeking volunteers that would be interested in becoming a Student Council Liaison once her term is complete. Ms. Peterson also stated that she is keeping busy with internships, one that includes Tobias Read's office.
- Commissioner Mark Shull, of Clackamas County was a guest for the evening. He thanked the Mayor and Council for an efficiently run meeting and for including him. Commissioner Shull reported on multiple items, which included: Budget, Governor Kotek's pausing of I-5 Tolling and an audit of ODOT funding, the State of the County address, forestry concerns, short-term rentals, and an update on the Clackamas County Courthouse construction.

## COUNCIL COMMUNICATION

- Councilor Botsford announced the upcoming Chamber of Commerce meeting date.
- Councilor Vermillion announced the upcoming MRSD Board meeting date.
- Councilor Shankle shared that Spring Clean-Up was a huge success! Molalla Sanitation removed 46.66 tons and 790 yards of garbage and donated 104 hours of labor. Approximately 122,000 tons of metal recycling was gathered. Volunteer hours were down this year, and 630 loads of trash and recycling were brought in total. Thanks was given to Clinkscapes Portable Toilets for the donation of the port-a-potty.
- Councilor Childress gave everyone a brief update of Celebrate Molalla. The coordinating committee is gearing up for a great event on Saturday, August 24, 2024.
- Council President Newland announced the upcoming Parks CPC meeting date, along with that meetings will be rotated through various City Parks during the Summer. Council President Newland was grateful to attend the Spring League of Oregon Cities conference. She feels there are good things happening in Molalla and much to be proud of.
- Mayor Keyser was disappointed that volunteers were lacking at the Spring Clean-Up. He encouraged folks to contact Councilor Childress about volunteering at Celebrate Molalla. Mayor Keyser's experience at the LOC Conference was conflicting. Some of the sessions did not apply to Molalla, as our City would not qualify for funding from the State. He is very proud of how City staff budget's properly. His analogy was that if we need \$1.00 for an item, staff figures out how to make it worth \$1.50. He appreciates the dedication by staff and the fiscal responsibility shown.

For the complete video account of the City Council Meeting, please go to YouTube  
"Molalla City Council Meetings – May 8, 2024"

## ADJOURN

Mayor Keyser adjourned the meeting at 8:18pm.

\_\_\_\_\_  
Scott Keyser, Mayor

ATTEST:

\_\_\_\_\_  
Christie Teets, CMC - City Recorder

Meeting Minute Attachments:

Public Comment – Pacific Fibre Productions  
Public Comment – Smokie Parrack, Molalla Resident  
ARPA Report



May 8, 2024

City of Molalla, Community Planner  
315 Kennel Ave / PO Box 248  
Molalla, OR 97038

**COMMENTS SENT VIA EMAIL:** [communityplanner@cityofmolalla.com](mailto:communityplanner@cityofmolalla.com)

**Subject:** Comments on Section Street Improvements Project

Dear Community Planner:

On Monday, May 6, 2024, I received your request for Public Comment regarding the Section Street Improvement project. The Comments are due by 5:00 pm, Wednesday, May 8, 2024, leaving little time to consider the matter. As I understand from our operations personnel, Section Street is currently closed from S. Molalla Ave. to the east side of Hart Ave. That said, I offer the following:

- Section Street from S. Molalla Ave to the entrance at our facility at 410 Section Street, and then north on Shaver Ave., is the designated truck route.
- All trucks traveling north on S. Molalla Ave to Hwy 211 must use the Designated Truck Route by turning left from S. Molalla Ave., west onto Section Street, then turn north on Shaver Ave. to Hwy 211.
- It is important for this truck route to remain available during the Section Street Improvement Project, or to re-route trucks by use of an alternate route during construction, along with the installation of appropriate Truck Route signage.

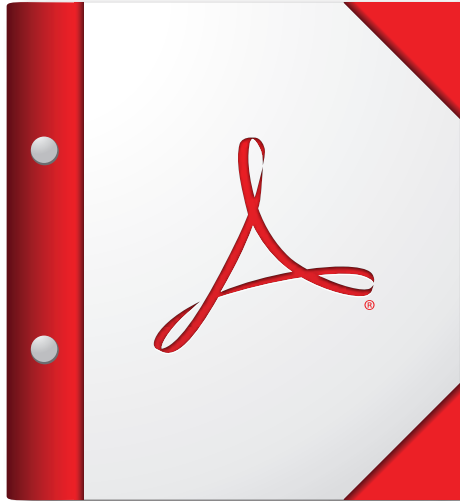
If the condition of Section Street between Hart Ave. and Shaver Ave is in good condition, then we would favor the “full buildout” option between S. Molalla Ave. to the centerline of Hart Ave. If the segment of Section Street between Hart Ave. and Shaver is in poor shape, then we would support the “dig out” option.

Thank you for requesting our input on this matter and for considering my comments. Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "James Bobst".

James Bobst  
Vice President - Corporate Relations / HR



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City of  
Molalla

# ARPA REPORT

## State and Local Fiscal Recovery Funds



*Project City Hall Reader Board*

*City Council Report*

*May 8, 2024*



City of Molalla  
117 N. Molalla Ave  
Molalla, OR 97038

(503)759-0243

[communitydevelopment@cityofmolalla.com](mailto:communitydevelopment@cityofmolalla.com)

# Overview

## American Rescue Plan Act

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act, delivers \$350 billion to state, territorial, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency.

## Recipient Reporting Tier

Tier 5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than \$10 million in SLFRF funding, and NEUs that are allocated less than \$10 million in SLFRF funding.



City of Molalla Wastewater Treatment Center

# Awarded Budget

<i>Item Description</i>	<i>Amount</i>
Payment 1	\$1,028,947.38
Payment 2	\$1,028,947.38
<b>Total</b>	<b>\$2,057,894.76</b>



## (SLFRF) Program

Recipient governments across the country are investing these funds to address the unique needs of their local communities and create a stronger national economy by using these essential funds

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts  
Maintain vital public services, even amid declines in revenue resulting from the crisis  
Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity



# Project Details

<b>Project</b>	<b>Category Subcategory</b>	<b>Total Expenditures</b>	<b>Project Description</b>
<b>Council AV Incentive</b>	<p><b>1-Public Health</b></p> <p><i>1.7-Other COVID-19 Public Health Expenses</i></p> 	<p>\$5,000.00</p>	<p>Funding provided to the City's Audio/Video contractor in order to expand the number of streaming options for public meetings, including options that provide multi-lingual captioning ability.</p>
<b>Molalla Buckeroo Support</b>	<p><b>2-Negative Economic Impacts</b></p> <p><i>2.34-Assistance to Impacted Nonprofit Organizations</i></p> 	<p>\$50,000.00</p>	<p>Monetary support of 100 year old non-profit due to inability to raise funds during COVID.</p>
<b>Decant Facility</b>	<p><b>5-Infrastructure</b></p> <p><i>5.6-Clean Water: Stormwater</i></p> 	<p>\$165,191.26</p>	<p>A decant facility used to separate the oil and other adulteration from runoff and other other storm/waste water collected from street sweeping and/or vactoring.</p>

**Employee Retention Pay**

**4-Premium Pay**

\$131,118.23

Premium pay for employees to encourage retention and offset massive inflation.

*4.1-Public Sector Employees*



**City Hall HVAC Emergency Repair**

**1-Public Health**

\$33,418.00

Repair/replacement of failed HV AC in City Hall serving police and admin facility.

*1.4-Prevention in Congregate Settings*



**City Hall & Civic Center Cameras & Door Security**

**3-Public Health**

\$175,907.00

*Purchase and installation of cameras and door controllers for Molalla City Hall & the Molalla Civic Center/EOP.*

*3.4-Public Sector Capacity: Effective Service Delivery*



**Emergency Operations & Hazard Mitigation Plan Update**

**3-Public Health**

\$120,206.38

This project completed an update of the City's Emergency Operations Plan and National Hazard Mitigation Plan.

*3.4-Public Sector Capacity: Effective Service Delivery*



**Wastewater Treatment Plant Upgrade**

**5-Infrastructure**

\$75,900.00

Conversion of the City's Facultative Lagoon WWTP to a Sequenced Batch Reactor WWTP.

*5.1-Clean Water: Centralized Wastewater Treatment*



**Civic Center Health & Safety Upgrades**

**1-Public Health**

\$23,576.00

Purchase and installation of spit blades, enclosed desk area, and fans to prevent direct contact with customers, colleagues, contractors, and others with business at the Molalla Civic Center, including Emergency Operations Center operations.

*1.4-Prevention in Congregate Settings*



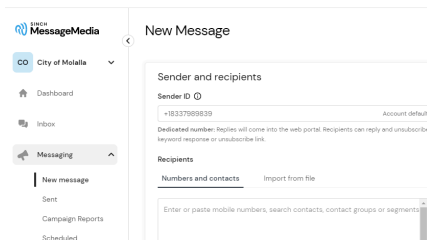
**City Council Technology Upgrades**

**3-Public Health Negative Economic Impact**

\$47,248.00

This project provides technological upgrades that are necessary to continue adapting the City's operations to the pandemic and future potential public health emergencies.

*3.5-Public Sector Capacity*



**iWorQ Digital Permitting**

**3-Public Health-Negative Economic Impact**

\$16,700.00

Purchase and implementation of digital permitting and payment platform for Permits, Land Use, and Civil Projects.

*3.4-Public Sector Capacity*

Selected	Permit Number	Permit Date	Permit Type	Parcel	Property Address	Owner	Subdivision	Project Type	Class
<input type="checkbox"/>	4	04/12/2024	Right of Way	01792334	1125 MEADOWLAWN PL, Molalla, 97138	AGUILAR OMAR		Paving/Landscaping	Franchise
<input type="checkbox"/>	3	03/29/2024	Civil						
<input type="checkbox"/>	2	03/29/2024	Building						

**Civic Center HVAC**

**1-Public Health**

\$10,014.39

Repair of existing HV AC equipment.

*1.14-Other Public Health Services*



**S. Molalla Water Main**

**5-Infrastructure**

\$738.89

New 12" Water Main on S Molalla Ave.

*5.11-Drinking Water*



**City Hall Reader Board**

**3-Public Health-Negative Economic Impact**

\$27,070.00

New reader board on the outside of City Hall. The purpose of this project was to enhance the City's ability to deliver messaging to the public.

*3.4-Public Sector Capacity*



**Emergency Operations Center**

**1-Public Health**

\$26,762.00

Retrofitting an existing portion of a public building to serve as an Emergency Operations Center.

*1.7-Other COVID-19 Public Health Expenses*





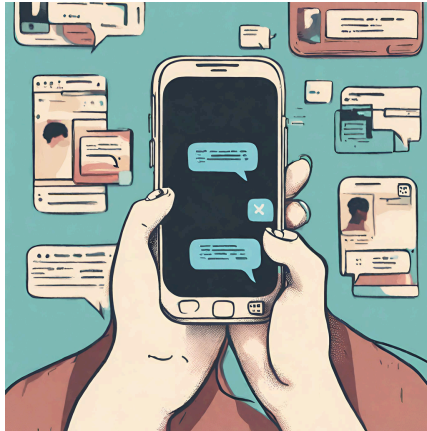
**Public Engagement Platform**

**3-Public Health-Negative Economic Impact**

\$14,885.00

Provided the city with a public engagement platform and SMS push notification system.

*3.4-Public Sector Capacity*



**City Hall HVAC**

**1-Public Health**

\$28,930.38

Adding HV AC system to upper level of City Hall.

*1.7-Other COVID-19 Public Health Expenses*



**Police Body Cameras**

**3-Public Health-Negative Economic Impact**

\$177,181.63

Body camera and supporting software purchase for Molalla Police Department.

*3.4-Public Sector Capacity*



**Emergency Sewer Main**

**5-Infrastructure**

\$37,754.50

Replaced 160' of 6" sewer main, 2 laterals, added a cleanout at curb due to leaking.

*5.2-Clean Water*



**S. Leroy Waterline  
Upsize**

**5-Infrastructure**

\$24,876.90

Upsizing of new public water main on S Leroy Ave.

*5.11-Drinking Water*



**S. Leroy Sewer line**

**5-Infrastructure**

\$140,448.46

Installation of new sewer main under new street.

*5.2-Clean Water*



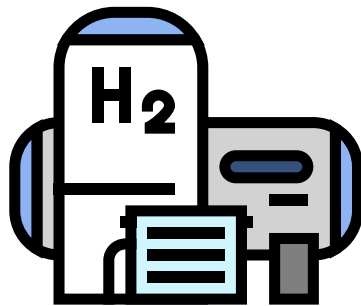
**Fuel Cells**

**5-Infrastructure**

\$12,409.15

Acquisition of fuel cells to ensure fuel is available to power generators associated with water and wastewater treatment plants and collections/distribution/disposal systems.

*5.18-Water and Sewer*



**Book Mobile**

**3-Public Health-Negative  
Economic Impact**

\$219,396.59

Purchase of a library book mobile.

*3.4-Public Sector Capacity*



**Street Sweeper**

**5-Infrastructure**

\$277,471.00

Purchase of a new street sweeper to replace the failed sweeper currently in the City's Fleet.

*5.6-Clean Water*



**Scandia Waterline**

**5-Infrastructure**

\$215,691.00

Replacement of an extremely leaky steel water main with a new, modern material, line.

*5.11-Drinking Water*





## CITY OF MOLALLA

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

### Staff Report

#### Agenda Category: Presentations, Proclamations, Ceremonies

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**Agenda Date:** May 22, 2024

**From:** Christie Teets, City Recorder

Approved by: Dan Huff, City Manager

**SUBJECT:** City Council vacancy - appointment

**FISCAL IMPACT:** n/a

**RECOMMEND MOTION:** Appoint a candidate to the Council vacancy created by former Councilor Robles.

**BACKGROUND:**

Councilor Robles submitted her letter of resignation to the City Manager, City Recorder, and Mayor on April 2, 2024, thereby vacating her position on Council. At the April 10, 2024 Council meeting, Council directed staff to recruit applicants.

During the Work Session, candidates were interviewed.

**RECOMMENDATION:**

Staff has the option of appointing an applicant or leaving the position open.





# CITY OF MOLALLA

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

## Staff Report

### Agenda Category: General Discussion

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**Agenda Date:** May 22, 2024

**From:** Dan Huff, City Manager  
**Approved by:** Dan Huff, City Manager

**SUBJECT:** Behavioral Health Specialist – Intergovernmental Agreement (IGA)

**FISCAL IMPACT:** N/A

**RECOMMENDATION/RECOMMEND MOTION:** Authorize the City Manager to sign the IGA with the City of Canby for the provision of Behavioral Health Specialist (BHS) services in Molalla.

**BACKGROUND:**

Attached to this memo is an IGA with the City of Canby for the provision of Behavioral Health Services in Molalla. The individual employee will be an employee of the City of Canby and will be physically in Molalla for approximately 25% of their time. Funding for this service is provided by Clackamas County through their city-led initiatives as follows:

	FY 2025	FY 2026	FY 2027	Total
BHS	60,000	60,000	60,000	\$180,000

These County funds will be provided directly to the City of Canby to eliminate paperwork. The good news here is two-fold:

1. Molalla uses the same city attorney as the City of Canby.
2. Combined with the changes to Measure 110, our Police Department and Compliance program will benefit greatly from this service availability.

We will need to accomplish an agreement with Clackamas County that authorizes the County to provide these funds directly to Canby. Councils motion, if desired is recommended to be Authorize the City Manager to sign the IGA with the City of Canby for the provision of Behavioral Health Services in Molalla.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CANBY, through its POLICE DEPARTMENT, and  
THE CITY OF MOLALLA, through its POLICE DEPARTMENT**

**Behavioral Health Specialist Services**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of June 2024, by and between the CITY OF CANBY, an Oregon municipal corporation (hereinafter "Canby"), acting through its Police Department ("CPD") and the CITY OF MOLALLA, an Oregon municipal corporation (hereinafter "Molalla"), acting through its Police Department ("MPD").

**RECITALS**

- A. CPD provides behavioral health crisis assessment and intervention services through specialized professionals employed by CPD.
- B. MPD seeks to provide behavioral health crisis assessment and intervention services to individuals experiencing mental health crises when involved with the MPD.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

- 1. **Term.** This Agreement is effective July 1, 2024, and shall continue through June 30, 2027, or until sooner terminated by mutual agreement of the parties, or as provided elsewhere in this Agreement.
- 2. **Nature of Services.** A Behavioral Health Specialist (BHS) is a mental health professional, trained and certified to work with police divisions to provide crisis assessment, diversion intervention, case management, support, and referral services to individuals in need who are identified through the police department as frequently accessing or needing police services due to mental illness.
- 3. **Employment Status.** The BHS will remain a CPD employee, and is thus under CPD's supervision, labor agreements and control. The BHS shall not perform any work that would be outside the normal scope of the BHS duties with CPD, without CPD's written permission. CPD will be responsible for compensating the BHS (including all salary, PERS contributions, worker's compensation, and other employee benefits), and managing the BHS's employment as an employee of Canby.
- 4. **Equipment.** The BHS will primarily utilize CPD equipment, e.g., vehicle or computer technology, while performing behavioral health services. Upon request, MPD may loan equipment to the BHS, which shall be returned to MPD in accordance with MPD policies and procedures.

## 5. Trainings.

- a. MPD, in consultation with CPD, shall provide to MPD's patrol officers and other MPD staff the training that MPD determines is necessary to enable the BHS to safely work with MPD staff while in the field. MPD will attempt to train all MPD's patrol officers through an approved CIT program.
- b. The BHS will provide periodic training in de-escalation, mental health crisis and awareness and other relevant mental health related topics they deem appropriate. MPD is encouraged to provide trainings for their staff as may be recommended by the BHS.

## 6. BHS Functions. The primary functions of the BHS under this Agreement are to:

- a. Engage with community members with perceived mental illness, emotional instability or behavioral health concerns and link them to appropriate resources in order to divert them from incarceration, hospitalization, or unnecessary reliance on MPD resources.
- b. Enhance MPD staff skills by providing formal and informal training and education through participation in mental health crisis and awareness training and in-person consultation.

## 7. Procedures, Responsibilities and Roles.

- a. MPD staff will generate referrals for BHS' services. The BHS may respond to an assistance call either alone, or, if either the BHS or MPD perceives a risk to the response, accompanied by a MPD officer.
- b. The BHS is authorized to transport individuals, and officers, provided that the transport is voluntary, and the individual is in behavioral control. The BHS cannot accept custody from MPD staff and cannot provide involuntary transportation. Transporting individuals is at the sole discretion of the BHS.
- c. The BHS will not be expected to physically participate in what either MPD or BHS determines to be an unsecured scene; however, the BHS may provide services in such situations telephonically or via radio to consult with MPD in live negotiations.
- d. On rare occasions the BHS may accompany the perceived mentally ill individual and the MPD staff to the hospital to communicate the clinical information to the hospital staff. MPD should not expect this service to be provided with any frequency.
- e. The BHS will be available to respond to BHS calls in both cities while on duty. The BHS will not be expected to leave an ongoing high priority response, whether an CPD or MPD response, to attend another request by

either party prior to completing their current assignment. If simultaneous calls for response occurs in both cities, BHS will determine priority based on the severity of the call.

## **8. Scheduling.**

- a. The desired times of behavioral health services shall be requested by MPD and approved by CPD. CPD may also rearrange the scheduled work time, upon approval by MPD. In the event of eminent or immediate need of BHS services by CPD, CPD may suspend the behavioral health services during such times as CPD, in its discretion, determines.
- b. The shift for behavioral health services is Tuesday – Friday, 10am – 8pm. The BHS will spend a total of 10 hours per week at MPD. The actual times will be flexible due to workload and call volume. During this time the BHS will connect with community members, officers and be available for training. Approved time off will be divided in a 75/25 split between departments.
- c. Outside of the above-referenced shift, in the event of a mental health crisis, MPD will have access to 24/7 Crisis Support by calling the BHS at home. Determination will be made with the BHS and on-call MPD supervisor if in-person response is needed; however, the BHS and CPD supervisor will have final say if there is a conflict. If a callout results in overtime, MPD will reimburse CPD the cost at the overtime rate of the BHS.

## **9. Communication.**

- a. The BHS will attend MPD roll call shifts once per week as scheduling permits.
- b. MPD will appoint a program liaison to help the BHS navigate the MPD, address the needs of their working conditions and successfully perform their duties while working with MPD.
- c. The BHS will be responding to requests from both CPD and MPD. In the event of conflicting time-sensitive requests, the BHS, CPD and MPD will negotiate with each other the priority of requests and will communicate with each other the best way to provide service to the member of the community. CPD shall make the final determination.
- d. CPD, MPD and the BHS will meet periodically to address concerns and systems issues. Additional meetings may be scheduled if needed as determined by any of the parties to this agreement.

## **10. Compensation.**

- a. In the first year of this Agreement, MPD will compensate CPD thirty percent (30%) of the BHS' total compensated wages, including all roll up costs for PERS, insurance and salary. This compensation amount is

attached hereto and incorporated herein as Exhibit A. This amount shall be paid within thirty (30) days of execution of this Agreement.

- b. For the second and third year, CPD will provide MPD the compensation amount (30% of the BHS' total compensated wages) by July 1. This amount shall be paid by August 1 or within thirty (30) days of MPD's receipt of the compensation amount if CPD provides the notice after July 1.

**11. Liaison Responsibility.**

- a. The CPD Police Chief or designee will act as liaison to MPD for disputes or concerns.
- b. The MPD Police Chief or designee will act as liaison to CPD for disputes or concerns.

**12. Confidentiality.** Unless a disclosure is otherwise required by law, parties agree that the MPD, its agents and employees shall maintain the confidentiality of any participant records or other participant identifying information, written or otherwise, with which they may come in contact, to the extent required by all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, parties acknowledge the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agree that the party, its agents and employees will comply with any applicable requirements of HIPAA and state law related to the confidentiality of participant records or other participant identifying information. (In addition, because CPD and its employees are subject to HIPAA, if HIPAA is not applicable to MPD, MPD shall nevertheless follow the practices and procedures of HIPAA the same as if it were applicable with respect to medical records relating to the services performed under this Agreement.)

**13. Amendments.** This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by the authorized persons of each entity.

**14. Termination.**

- a. This Agreement may be terminated or suspended by either party upon the material non-compliance by the other party with any of its obligations under this Agreement. Notice of suspension or termination shall be by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice.
- b. This Agreement may also be terminated in the sole discretion of either party upon 90 days written notice to the other party.

- c. If terminated prior to the completion of the term of this Agreement, MPD will pay for the services rendered by the BHS up to the termination date.
- d. Termination shall be the sole remedy for any claim of inadequate or insufficient performance of work. MPD shall not be entitled to any damages from CPD or from the BHS for inadequate or insufficient performance of work.

**15. Indemnification.** Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any negligent act, error or omission by the indemnifying party or its agents and employees in connection with the performance of this Agreement.

**16. Notice.** Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Canby:           City Administrator  
                     City of Canby  
                     PO Box 930  
                     Canby, Oregon 97013

Molalla:        City Manager  
                     City of Molalla  
                     117 N. Molalla Ave.  
                     Molalla, Oregon 97038

**City of Canby**

**City of Molalla**

\_\_\_\_\_  
 Eileen Stein, City Administrator

\_\_\_\_\_  
 Dan Huff, City Manager

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



## CITY OF MOLALLA

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

### Staff Report

### Agenda Category: General Discussion

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**Agenda Date:** May 22, 2024

**From:** Dan Huff, City Manager  
**Approved by:** Dan Huff, City Manager

**SUBJECT:** School Resource Officer (SRO) – Intergovernmental Agreement (IGA)

**FISCAL IMPACT:** \$75,000 (Revenue)

**RECOMMENDATION/RECOMMEND MOTION:** Authorize the City Manager to sign the IGA with the Molalla River School District (MRSD) for the provision of SRO services to the School District.

**BACKGROUND:**

Attached to this memo is a two-year term IGA with the MRSD describing provisions for an SRO to MRSD Schools within the city limits. We have operated within this agreement since April of 2021 without a monetary alteration/increase. This new IGA includes the same language describing services rendered but increases the annual fee of \$50,000 to \$75,000. The MRSD Superintendent has already placed his signature on the document included.

Councils motion, if desired is recommended to be Authorize the City Manager to sign the IGA with the MRSD for the provision of SRO Services.



**City of Molalla – Administration**  
**City Manager, Dan Huff**

117 N Molalla Avenue | PO Box 248 | Molalla, Oregon 97038  
Phone: (503) 759-0285 E: [dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)

April 15, 2024

Tony Mann, Superintendent  
Molalla River School District  
412 S. Swiegle Avenue  
Molalla, OR 97038

RE: School Resource Officer (SRO) Intergovernmental Agreement (IGA) Renewal

Dear Mr. Mann:

Included with this letter is a two-year IGA for SRO services from the City of Molalla to benefit the Molalla River School District (MRSD). The current Agreement expired at the end of the 2022 – 2023 school year. However, since the program continues to operate, we can recognize that the Agreement stayed in place through the 2023-2024 school year. At this point a new Agreement is required.

The SRO Agreement was originally signed in July of 2018 and our costs have risen significantly since that time without adjustments to the MRSD contribution. You will notice that Section 5, "Method of Compensation" has been altered to reflect the increased cost the City of Molalla has incurred over the past few years while providing this service. All other provisions of this Agreement have remained the same.

To maintain the SRO program through the 2024-2025 school year, a new Agreement needs to be in place prior to June 30, 2024.

If you have questions or need clarification, please contact me at 503-829-6855 or by e-mail at [dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com).

Sincerely,

Dan Huff  
City Manager

Cc: MRSD Business Manager  
Molalla Police Chief



INTERGOVERNMENTAL AGREEMENT  
Between the City of Molalla and the Molalla River School District

This agreement is entered into this 9<sup>th</sup> day of MAY, 2024, between the City of Molalla (“CITY”), a municipal corporation of the State of Oregon, and the Molalla River School District (DISTRICT”), a political subdivision of the State of Oregon.

RECITALS

WHEREAS, ORS Chapter 190 allows units of local government to enter into agreements for performance of any and all functions and activities which such units have authority to perform; and

WHEREAS, the DISTRICT desires a contractual relationship with the CITY whereby the CITY will be providing certain services through a designated School Resource Officer (SRO) position; and

WHEREAS, the CITY and DISTRICT desire to participate in a working partnership to provide a safe and secure learning environment for all students and staff to encourage a positive learning experience at Molalla High School, Molalla Middle School and Molalla Elementary School.

WHEREAS, DISTRICT is in need of special services available through the School Resource Officer Program (these special services are described in Section II and are referred to collectively as the “Services”).

WHEREAS, CITY employs sworn peace officers specially trained, experienced, and competent to provide the Services and CITY is willing to provide Services to DISTRICT on terms and in the manner provided in this AGREEMENT.

WHEREAS, CITY and DISTRICT are joining together in a collaborative effort to provide one (1) School Resource Officer (SRO). The SRO’s primary assignments are to work with the school communities to help provide a safe and secure environment for all.

AGREEMENT

NOW THEREFORE, CITY and DISTRICT agree as follows:

1. TERM

The term of this AGREEMENT shall commence on July 1, 2024. This AGREEMENT shall expire on June 30, 2026, unless terminated as specified in Section 7. The Parties may, by mutual agreement, renew this AGREEMENT for two- year terms.

## 2. CITY SERVICES

- A. Services – General: CITY will provide ONE (1) full time sworn peace officer from the Molalla Police Department to function as School Resource Officer (SRO). The SRO shall perform services, as an employee of the City of Molalla, under the supervision and control of the Molalla Police Department Chief of Police (Chief) and shall be subject to the rules and regulations of the City. The type and manner of performance of the Services, which are further clarified in Exhibit A, which is attached hereto and incorporated herein, should promote safety in the learning environment. The Services contemplated by this AGREEMENT are directed to Molalla High School (MHS), Molalla River Middle School (MRMS), and the Molalla Elementary School (MES).
- B. Services – Mandatory: CITY shall perform the following services:
  - I. Establish and maintain a liaison between DISTRICT personnel, Molalla Police Department personnel, and elements of the juvenile justice system.
  - II. Serve as a resource to DISTRICT employees such as administrators, faculty, and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.
- C. Services – Discretionary: City may in the sole discretion of the SRO and/or his/her supervisor, perform the following services:
  - I. Conduct patrol activity in and around the designated campuses.
  - II. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.
- D. Services – Security: The Services performed by the SRO pursuant to this AGREEMENT is not intended to supplant those provided by existing DISTRICT security personnel. DISTRICT may request security services from CITY pursuant to other provisions of this AGREEMENT.

## 3. DISTRICT DUTIES

In addition to other duties specified within this AGREEMENT, District shall do the following:

- A. DISTRICT superintendent will serve as liaison to the Molalla Police Chief. Superintendent and chief will collaborate as necessary regarding the SRO's activities within the DISTRICT.

- B. DISTRICT personnel shall cooperate with the SRO to facilitate his/her performance of Services pursuant to this AGREEMENT. Each Building Principal will serve as the contact person for the school to facilitate communication with the SRO.
- C. DISTRICT shall provide appropriate office space with a desk and telephone for the SRO to create a professional and private working environment.

#### 4. OPERATIONAL PROCEDURES

- A. Uniformed Officer: The SRO will perform his/her duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Molalla Police Department policies and practice.
- B. Services – Timing: CITY shall, following the school calendar, provide the SRO to DISTRICT with that officer generally serving five (5) days a week and eight (8) hours each day. CITY shall use its best efforts to ensure that the same person provides Services except when he/she is on paid leave or otherwise absent for an extended period of time.
- C. Extra-curricular and special events outside the standard work schedule may be accommodated on a case-by-case basis through the use of adjusted shifts or trade time from non-student contact days, as mutually agreed upon between the CITY and the DISTRICT. If trade time is not available, the DISTRICT may contract for the extra duty to be paid on an overtime basis and as approved by the SRO's supervisor.
- D. Transporting Students- The SRO shall not transport students in the vehicles except:
  - 1) when the students are victims of a crime, under arrest, or some other emergency circumstances exist; or
  - 2) as part of the Department ride-a-long program.
- E. Arrest Procedures involving School Related Crimes-
  - 1) Juveniles under 12: Juveniles under the age of 12 generally will not be subject to transport, as they are not eligible for lodging at the Juvenile Reception Center (JRC). However, the SRO should consider consulting with JRC personnel to explore available resources and options.
  - 2) Juveniles 12 years of age or older: When an SRO has reason to arrest or takes a person 12 years of age or older into custody, he/she should consider the following options:

- a) the SRO may choose the least restrictive course of action, which is appropriate under the circumstances, which may include the release of the subject into the custody of a parent, guardian, or custodian.
- b) the SRO may consult with the Juvenile Reception Center and arrange for transport and lodging if authorized.

3) Students 18 years of age or older are not eligible for services through JRC and will be treated as an adult during the arrest and custody procedures, as per Molalla Police Department Policy.

4) The SRO shall contact the student's parent or guardian as soon as practicable after the arrest and advise them of the reason(s) for the arrest.

5) Crimes involving students at off-campus locations directly related to school, such as bus stops and students walking to school, the SRO shall coordinate with school officials to determine the appropriate course of action.

## 5. METHOD OF COMPENSATION

- A. Personnel: CITY is required to maintain one (1) sworn peace officer to provide the Services required by this AGREEMENT.
- B. Funding of Personnel: Beginning with the 2024 – 2025 school year, CITY will provide the officer's base salary, equipment, and benefits. DISTRICT will provide seventy-five thousand dollars (\$75,000.00) toward the officer's base salary and benefits. Beginning with the 2025 – 2026 school year, DISTRICT will provide seventy-five thousand dollars + 4.5 % (\$78,375.00) toward the officer's base salary and benefits.
- C. District Payments: DISTRICT shall, each year of this agreement, pay the total owed (\$75,000.00 + 4.5% in 2025 - 2026) within thirty (30) days of receipt of an invoice.

## 6. SPECIAL PROVISIONS

- A. Selection of SRO(s): The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidate(s). The Chief of Police shall consider input from the DISTRICT representative(s) as to the selection of the SRO(s), but the final selection will be at the discretion of the Chief of Police.
- B. Grant Administrative Requirements: The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, associated with this Agreement including all administrative duties and responsibilities. This

includes receipt and disbursement of funds, financial reporting, and grant management issues.

- C. Evaluation of SRO Program: The CITY will complete an evaluation of the SRO Program on an annual basis. DISTRICT input will be considered as part of this process from the designated DISTRICT liaison.
  
- D. In a timely manner, the DISTRICT will provide the Chief of Police, or their designee, with a copy of any Public Record created by the DISTRICT which involves, describes, or relates directly to any performance or productivity issues or concerns involving any CITY Police Department employee's work performed under this Agreement.

## 7. TERMINATIONS

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving thirty (30) day written notice to the other party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notified to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified AGREEMENT.

## 8. INDEMNIFICATION AND INSURANCE

- A. To the extent permitted by law and within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement. .
  
- B. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

9. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

10. NOTICE/REPRESENTATIVES

The CITY and DISTRICT have designated to following representatives to receive Notices and act in their agency’s behalf in the administration of the AGREEMENT:

CITY: City Manager, City Hall, 117 N Molalla Avenue  
Molalla, Oregon, 97038

DISTRICT: Superintendent, Molalla River School District (MRSD), 412 S Sweigle  
Molalla, Oregon, 97038

11, GENERAL PROVISIONS

- A. The DISTRICT and CITY are the only parties to this Agreement. Except as otherwise expressly stated in this Agreement, no third-party has any right to enforce any provision of this Agreement, even if the third-party is benefited by it.
- B. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
- C. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.
- D. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.
- E. Each Party agrees to comply with all local, state, and federal ordinances, statutes and laws related to the performance of services under this Agreement.

## EXHIBIT A

### SRO Duties, Work Rules & Expectations

General guidance and task supervision are the responsibility of the SRO and the Molalla Police Chief, who will work closely with and in cooperation with the DISTRICT.


1. As sworn Police officers, once SROs are involved in an official investigation of criminal activity, they have the following responsibilities.
  - a. Abide by all federal, state, and local laws and ordinances.
  - b. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the Building Principal and Police Supervisor for resolution.
  - c. Perform a fittingly thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation.
  - d. Inform the SRO's Supervisor of the investigation.
  - e. Present the case to the District attorney and/or the Juvenile Department for review.
2. The duties and responsibilities of the SRO shall be as defined below and as further clarified by mutual agreement between the CITY and the DISTRICT. Such duties shall include, but not be limited to:
  - a. The SRO will wear the prescribed City uniform of the day with all normal accessories, and equipment including a firearm. The SRO's Supervisor may allow an exception to this rule at their discretion based on investigatory or policing needs.
  - b. SROs should drive a Molalla Police vehicle to their assigned school, subject to accommodation by the CITY.
  - c. Represent the positive image of area law enforcement in the DISTRICT.
  - d. Give classroom presentations on topics of mutual interest to the CITY and the DISTRICT. School officials, teachers, students, or community members may request presentations. The School Principal and the SRO's Supervisor must approve these presentations.
  - e. Provide information and informal counseling to students as requested by school officials subject to policies and regulations of the CITY.
  - f. Establish and maintain a sense of security and order on school campuses by providing a visible presence, deterrence, and responsiveness to criminal activity. The SRO shall not act in the capacity of a private security officer for the DISTRICT.
3. The Building Principal may request the following duties as appropriate, subject to SRO availability, CITY policy and procedure, and applicable laws and guidelines. In the event of a conflict, the SRO Supervisor shall be the determining agent for SRO activities:
  - a. Make appropriate contacts with parents and other community agencies as requested.
  - b. Assist with supervision of after-school activities as requested.
  - c. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
  - d. Enforce criminal laws through investigation and arrests.

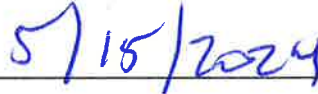
- F. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- G. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed:

\_\_\_\_\_  
Dan Huff  
City Manager, City of Molalla

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tony Mann  
Superintendent, MRSD

  
\_\_\_\_\_  
Date



- e. Adhere to DISTRICT policy when appropriate unless it is inconsistent with the proper and appropriate police action in a particular situation. Any conflicts must be reported to the SRO's Supervisor. The SRO's Supervisor will notify the DISTRICT.
4. Scheduling of workdays, vacation, and other time off during the school year will be arranged through the CITY in consultation with the DISTRICT.