

**John Day City Council  
January 28, 2014  
7:00 PM  
Council Chambers  
AGENDA**

1. **OPEN AND NOTE ATTENDANCE**
2. **APPROVAL OF CITY COUNCIL MINUTES OF JANUARY 14, 2014.**
3. **APPEARANCE OF INTERESTED CITIZENS – At this time Mayor Lundbom will welcome the general public and ask if there is anything they would like to add to tonight’s agenda.**

**ACTION ITEMS:**

4. **DISCUSS FOR SIGNATURE INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
Attachment:
  - Intergovernmental Agreement for Law Enforcement Services between the City of Prairie City and the City of John Day
5. **DISCUSS FOR SIGNATURE AN ENGAGEMENT LETTER FOR BOND COUNSEL SERVICES BETWEEN CITY OF JOHN DAY AND HAWKINS DELAFIELD & WOOD LLP**
6. **DISCUSS FOR APPROVAL JOHN DAY CITY COUNCIL GOALS**
7. **REAPPOINT CAROLYN STOUT TO THE JOHN DAY BUDGET COMMITTEE**
8. **REAPPOINT TOM BUPP AND TIM UNTERWEGNER TO THE JOHN DAY PLANNING COMMISSION**  
Attachment:
  - Planning Commission Roster

**OTHER BUSINESS:**

9. **OTHER BUSINESS AND UPCOMING MEETINGS**  
Attachments:
  - January 17, 2014 LOC Bulletin
  - City Manager’s Quarterly Staff Report

**ADJOURN**

**TO:** John Day City Council

**FROM:** Peggy Gray, City Manager

**DATE:** January 24, 2014

**SUBJECT:** Discuss for Signature Intergovernmental Agreement for Law Enforcement Services

Attachment:

- Intergovernmental Agreement for Law Enforcement Services between the City of Prairie City and the City of John Day

**BACKGROUND:**

Last summer I received a call from City Attorney Jeremy Green who is also the city attorney for the City of Prairie City. Jeremy inquired if the City of John Day would be interested in providing police services for the City of Prairie City. Jeremy also informed me that Prairie City was in the process of terminating their current police services agreement with Grant County.

The Police Chief and I met with the Administrative Committee to discuss the possibility of John Day providing police services to Prairie City. It was the consensus of the Committee to move forward with an agreement; however, since both cities share a city attorney a Conflict of Interest letter for contract services needed to be signed. On August 13, 2013 the John Day City Council voted to allow City Manager Gray to sign the Conflict of Interest letter with Prairie City from City Attorney Jeremy Green stating that he will represent the City of John Day in the contract negotiations between the City of John Day and City of Prairie City.

Attached you will find the Intergovernmental Agreement for Law Enforcement Services, the City of John Day met with Prairie City Mayor Gary Waterhouse and Councilor Carole Garrison to finalize the agreement last week. To assist you with your review of the Agreement, I have summarized the following major items in the Agreement:

- Section 2.1 – John Day Police Services: John Day will patrol by car and on foot; enforce criminal laws, Prairie City ordinances, Oregon Vehicle Code.
- Section 2.2 – Schedule of Services: John Day will provide the Services not less than 40 hours per week.
- Section 2.4 – Reports; Records; Fines: All fines and revenues generated by John Day’s enforcement of Prairie City’s municipal code and/or ordinances will be payable to Prairie City.
- Section 2.5 – Compensation: Prairie City will pay John Day (a) \$41.20 per hour for the provision of the Services 40 hours per week (totaling \$6,592.00/month; \$79,104 per year); (b) \$61.80 per hour for any Services in excess of 40 hours; (c) \$61.80 per hour for an “on-call” or “emergency services” performed between the hours of 3:00 a.m. and 7:00 a.m.; and (d) \$600 per month for fuel and vehicle repairs and maintenance. John Day will submit monthly invoices to Prairie City.
- Section 3.1 – Independent Contractor: John Day is an independent contractor of Prairie City. John Day (and/or its personnel) is not an employee of Prairie City. John Day will be free from direction and control over the means and manner of performing the Services, subject only to the right of Prairie City to specify the desired results.

- Section 5.1 – Initial Term; Extensions: The agreement will commence on February 1, 2014 and continue until June 30, 2015 (based on fiscal year for budget purposes. The Agreement will automatically renew for one or more term(s) of one year unless sooner terminated in accordance with the Agreement. On or around March 1, 2015 (and each year thereafter) John Day and Prairie City will review this Agreement to determine whether any changes or modifications are necessary or appropriate (this includes compensation).
- Section 5.2 – Mutual Termination, No Cause and For Cause Termination: This Agreement may be terminated at any time by the mutual written agreement of Prairie City and John Day for any reason or no reason providing ninety (90) days' prior notice, however, neither party may terminate this Agreement during the Initial Term unless such termination is for cause under this Section 5.2 as follows:
  - (a) Continuous and repeated problems occur in connection with the other party's performance of its obligations under this Agreement.
  - (b) A party breaches and/or otherwise fails to perform any of such party's representations, warranties, covenants, and/or obligations contained in this Agreement.
- Section 6.1 – Coordination: City Manager will administer this Agreement on behalf of John Day. Mayor will administer this Agreement on behalf of Prairie City and will make the best effort to meet quarterly.
- Section 6.8 – Legal Representation: Law Firm represents only John Day in the negotiation and preparation of this Agreement.

**RECOMMENDATION:**

Police Chief Richard Gray, Dispatch Manager Valerie Luttrell and I have met with Mayor Gary Waterhouse and City Councilor Carole Garrison on several occasions over the past few months to negotiate this Agreement. We feel confident that we can provide the level of police services that Prairie City requires.

A copy of the agreement has been sent to CIS to review for liability/insurance related purposes. City Attorney Jeremy Green would like CIS to confirm that the insurance and indemnification provisions are acceptable in light of the fact that both cities obtain insurance coverage from CIS. At the time of this agenda, we have not heard back from CIS.

I believe this Agreement will benefit both cities, Prairie City will have law enforcement services and John Day will be able to keep our fourth police officer position, the time periods during which John Day will provide the services will remain flexible during the term of this agreement and will take into consideration the possibility of unnecessarily creating risk and/or danger to John Day's citizens and Department's officers and/or equipment. John Day will communicate and coordinate with Prairie City concerning the time periods during which Prairie City desires to have John Day perform the services.

I recommend the John Day City Council allow the City Manager sign the Intergovernmental Agreement for Law Enforcement Services between the City of John Day and the City of Prairie City subject to approval by the city attorney.

**TO:** John Day City Council

**FROM:** Peggy Gray, City Manager

**DATE:** January 24, 2014

**SUBJECT:** Discuss for signature an Engagement Letter for Bond Counsel Services between City of John Day and Hawkins Delafield & Wood LLP

**BACKGROUND:**

At our last City Council meeting the John Day City Council selected the firm of Hawkins Delafield & Wood LLP to serve as the City's bond counsel for the proposed fire station bond measure.

City Attorney Jeremy Green has requested a draft of the firm's standard engagement letter; as of the date of this agenda he has not received the draft. I anticipate having the draft engagement letter received and reviewed by Jeremy by the time of the January 28, 2014 council meeting.

If time allows, when I receive the engagement letter; I will forward it to the Mayor and all councilors to allow you time to review the letter prior to the city council meeting on Tuesday.

**TO:** John Day City Council  
**FROM:** Peggy Gray, City Manager  
**DATE:** January 24, 2014  
**SUBJECT:** Discuss for Approval John Day City Council Goals

**BACKGROUND:**

At our last city council meeting, it was the consensus of the City Council that instead of scheduling a goal setting work session; it was decided to update the previous year's Council Goals list. The decision not to hold a work session this year was made based on the fact that the City cannot afford to take on any more projects at this time.

After discussion, the Council revised the previous year's list as follows and requested to continue this discussion at the January 28, 2014 council meeting:

1. Continue working on the new fire station
2. US26/Main St. & 395 S. Canyon Blvd. Street Sidewalk Beautification Project; Enhance Project sidewalks from 6<sup>th</sup> Ave. to Grant Union-Junior High School
3. Charolais Heights/NW Bridge Street Intersection Realignment
4. Continue to market the industrial park
5. Seek funding to update the Wastewater Facilities Plan
6. Seek funding for city street maintenance

**RECOMMENDATION:**

The John Day City Council continues their discussion and move towards approving a list of City Council goals.

**TO:** John Day City Council  
**FROM:** Peggy Gray, City Manager  
**DATE:** January 24, 2014  
**SUBJECT:** Reappoint Carolyn Stout to the John Day Budget Committee

**BACKGROUND:**

Carolyn Stout's term on the John Day Budget Committee expired on the 1<sup>st</sup> council meeting in January 2014. Ms. Stout has agreed to serve another term to expire January 2017.

**RECOMMENDATION:**

The John Day City Council reappoints Carolyn Stout to the John Day Budget Committee term to expire January 2017.

**TO:** John Day City Council

**FROM:** Peggy Gray, City Manager

**DATE:** January 24, 2014

**SUBJECT:** Reappoint Tom Bupp and Tim Unterwegner to the John Day Planning Commission

Attachment:

- Planning Commission Roster

**BACKGROUND:**

Tom Bupp and Tim Unterwegner's terms on the John Day Planning Commission expired on the 1<sup>st</sup> council meeting in January 2014. Mr. Bupp and Mr. Unterwegner have agreed to serve another four year term.

**RECOMMENDATION:**

The John Day City Council reappoints Tom Bupp and Tim Unterwegner to the John Day Planning Commission with terms to expire January 2018.

**TO:** John Day City Council  
**FROM:** Peggy Gray, City Manager  
**DATE:** January 24, 2014  
**SUBJECT:** Other Business and Upcoming Meetings  
Attachments:

- January 17, 2014 LOC Bulletin
- City Manager's Quarterly Staff Report

**OTHER BUSINESS:**

1. Attached is the January 17, 2014 LOC Bulletin for your information and review.
2. Attached is my quarterly staff report for your information and review.

**UPCOMING MEETINGS AND EVENTS:**

January 28, 2014	9:00 a.m.	Police Officer Interviews
January 29, 2014	Noon Outpost	City Pool/Kam Wah Chung/ Library Effort meeting
February 4, 2014	10:00 a.m. Council Chambers	Citizen's Fire Advisory Committee meeting
February 11, 2014	7:00 p.m. Council Chambers	Regular City Council meeting