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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, November 7 2022

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

a. Volunteer of the Quarter Awards – Don Earle Sr. and Don & Jennifer Earle

b. **PROCLAMATION** – Fortieth Birthday of the City of Keizer

c. **PROCLAMATION** – Small Business Saturday

d. **PROCLAMATION** – Native American Indian Heritage Month

5. **COMMITTEE REPORTS**

a. Community Diversity Engagement Committee Appointments – Mayor Clark and Councilor Starr

b. Mid-Willamette Valley Community Action Agency Appointment

c. Mid-Willamette Valley Homeless Alliance Alternate Appointment

d. **RESOLUTION** – Amending the Audit Committee; Amending Resolution No. R93-627; Repeal Resolution R2013-2312

6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

7. **PUBLIC HEARINGS**

8. ADMINISTRATIVE ACTION

- a. Keizer Heritage Foundation – Window Replacement Project – American Rescue Plan Act (ARPA) Funding

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Enter Into a Personal Services Agreement with CivicPlus for Codification Services
- b. RESOLUTION – Authorizing the City Manager to Sign Amendments to the Intergovernmental Agreement – Joint Litigation of Climate Friendly and Equitable Communities Rules
- c. Approval of October 10, 2022 Work Session Minutes
- d. Approval of October 17, 2022 Regular Session Minutes

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

November 14, 2022 - 6:00 p.m.

City Council Work Session

November 21, 2022 – 7:00 p.m.

City Council Regular Session

November 30, 2022 – 7:30 a.m.

City Council Work Session

- Chemeketa Community College Agricultural Center Tour

December 5, 2022 – 7:00 p.m.

City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion



CITY COUNCIL MEETING: NOVEMBER 7, 2022

To: Mayor Clark and City Council Members
THRU: Adam J. Brown, City Manager
FROM: Tracy Davis, City Recorder/Community Center Manager
SUBJECT: Volunteer of the Quarter Award

PROPOSED MOTION:

No motion necessary.

I. SUMMARY:

At their meeting on October 13, 2022, the Volunteer Coordinating Committee reviewed and discussed a nomination submitted by Larry Jackson to recognize Don & Jennifer Earle and Don Earle Sr. for the Volunteer of the Quarter Award. The Committee unanimously voted to recognize the Earles for their volunteer work.

II. BACKGROUND:

The Volunteer Coordinating Committee serves in an advisory capacity to the City Council and is responsible for making recommendations for appointments to various Boards and Commissions. The Committee is also responsible for recognition of City volunteers.

III. CURRENT SITUATION:

The Earles have been invited to the meeting to accept the award. Our thanks and congratulations to Don & Jennifer Earle and Don Earle Sr. for their contributions to our community.

RECOMMENDATION:

Staff recommends the Mayor present the Volunteer of the Quarter Award to Don & Jennifer Earle and Don Earle Sr.

ATTACHMENTS:

- Nomination form submitted by Larry Jackson
- Support letter from Bob Shackelford

**A new submission has been received for Volunteer of the Quarter
Nomination at 09/27/2022 4:01 PM**

Name of Nominee: Don Earle Sr. Don Earle Jr.

Address of Nominee: Lockhaven dr Keizer

Nominee Phone Number

or Contact Information: Don Jr 503-209-6000

***Please provide a brief
description, including the
dates or time period, of
the nominee's
contributions and the
reason why you are
nominating for this
award::**

Prior to Keizer fest both Don Sr. & Jr helped the chamber get the field plowed, leveled, seeded and watered. They donated all their time and materials. Don Jr and wife Jennifer where at the event tent or out directing traffic for parking every day. Without their time and generosity, the Chamber of Commerce and the City Keizer would not have had such the event as it turned out to be.

File Upload (ONE

ONLY):

No File Uploaded

**Please explain the impacts
these contributions have
had on the city of Keizer
or the Keizer
community::**

See above

Your Name: Larry Jackson

Your Address: 7995 Oneil Rd NE

**Your contact information
(email or phone)**

larry@jacksonsautobody.com

Hello Larry,

In regards to the volunteer of the quarter I would highly recommend Don Earle Jr and Don Earle Sr for the award.

It took one phone call to Don Earle Jr and he with no hesitation said he and his dad of 93 years would be more than willing to plow and level the weed invested field where the Keizerfest would be held.

Don Jr with all the other farming he was doing he plowed the field at 2am in the morning to fit it in to their schedule. With a nice visit from our finest Keizer PD asking him what he was doing, with a smirk Don Earle Jr just said

“ I am doing what Bob Shackelford ask me to do call Bob if you have questions” they just went on their way. Don and his dad were not only there for the ground work but also volunteered for numerous task during the 4 day event. Also a big shout out to Don Jr’s wife who also was a key player in volunteering.

Don Jr and Don Sr we couldn’t have done it without you.

Thank you very much! Bob Shack



Keizer Chamber of Commerce President 2019 - 2021



Proclamation

Whereas, the community of Keizer took its name from Thomas Dove Keizur, whose family was among those who established land claims, farms and a community north of Salem; and,

Whereas, the people of Keizer acknowledge that the land on which the city dwells is homeland of the people of the Central Kalapuya Tribe; and,

Whereas, the Keizer Fire District, Keizer Water District, Keizer School, and Keizer Merchants Association are among the many community institutions that pre-date the incorporation of the city; and

Whereas, the first vote to incorporate the City of Keizer was in 1964 but it was not until 18 years later, on November 2, 1982, that voters approved, by a vote of 4,440 to 3,341, a ballot measure incorporating the new city of Keizer, Oregon; and,

Whereas, upon incorporation, Keizer became the 12th largest city in Oregon with a population of nearly 20,000; and,

Whereas, the city incorporation was founded on three fundamental qualities of Pride, Spirit and Volunteerism; and,

Whereas, at a special election on January 18, 1983, City Councilors Richard Bauer, Phil Bay, Andrew Orcutt, Chet Patterson, and Robert Simon were elected; and, subsequently, the Council elected Robert Simon as the first Mayor and added City Councilors Bob Newton and Mike Hart; and,

Whereas, ensuring all the people of Keizer know of our shared history and heritage is vital for a future that builds on the work and wisdom of those who came before us.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim November 2, 2022 as

FORTIETH BIRTHDAY OF THE CITY OF KEIZER

And further proclaim that through the coming year, we will celebrate and share our history, our community of Pride, Spirit and Volunteerism, and our vision for an ever more vibrant future for all the people of Keizer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 2nd day of November, 2022.

MAYOR CATHY CLARK
City of Keizer, Oregon



WHEREAS, Small Business Saturday, established in 2010, was created and designed to show financial support for small businesses in our communities; and

WHEREAS, the City of Keizer celebrates and supports our small businesses and the significant contributions they make to diversify and strengthen local economic opportunities and prosperity; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, and they represent 99.7 percent of all firms with paid employees in the United States and are responsible for 62 percent of net new jobs created since 1995; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business on Small Business Saturday in 2021; and

WHEREAS, local, small businesses provide a critical and reliable resource for goods and services that our community needs in order to be more resilient and less reliant on vulnerable supply chains, and that our support is needed now more than ever to ensure these businesses remain open and can thrive in the future.

NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim, November 26, 2022, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 7th day of November 2022.

MAYOR CATHY CLARK
City of Keizer, Oregon



WHEREAS the lands in the Willamette Valley on which the people of the City of Keizer reside are the historic home of the Kalapuya, ancestors to the members of both the Confederated Tribes of the Grand Ronde and Confederated Tribes of Siletz Indians; and

WHEREAS many injustices, broken treaties, and exclusions of Native Americans have occurred since non-native peoples came into these lands and we need to remember that tragic history and continue to commit ourselves to a just and equitable future for all of our peoples; and

WHEREAS the many cultural and ethnic communities now living in the City of Keizer and the Willamette Valley benefit from learning from and celebrating the heritage, traditions and accomplishments of Native Americans; and

WHEREAS the City of Keizer wishes to acknowledge and honor all Tribal Nations and their ancestors.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim November 2022 as

NATIVE AMERICAN HERITAGE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 7th day of November, 2022.

MAYOR CATHY CLARK
City of Keizer, Oregon



CITY COUNCIL MEETING: NOVEMBER 7, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, City Attorney

SUBJECT: **AUDIT COMMITTEE**

PROPOSED MOTION:

"I move that the City Council adopt Resolution R2022-____ Amending the Audit Committee; Amending Resolution No. R93-627; Repeal of Resolution R2013-2312."

I. SUMMARY:

It has recently been discovered that the term of appointment for the Audit Committee did not align with the Budget Committee term and therefore, a revision to the term for audit committee members is necessary since all Audit Committee members are also Budget Committee members.

II. BACKGROUND:

- A. The City Council adopted Resolution R93-627 establishing the Audit Committee on April 5, 1993.
- B. The City Council adopted Resolution R2013-2312 amending the Audit Committee to update the requirements of the committee under the established format for Council committees.
- C. During a recent vacancy of a committee member it was discovered an error in the term of office. It was discovered that the term of office for the Audit Committee did not align with the Budget Committee's term of office.
- D. In order to be a member of the Audit Committee, the member must be a member of the Budget Committee.

Audit Committee

November 7, 2022

- E. The members of the Audit Committee are three Council members and two citizen members of the Budget Committee.
- F. Currently, members of the Audit Committee serve two-year terms.
- G. Budget Committee members are appointed for a three-year term.
- H. There is no language indicating that Audit Committee's members end when the term is concluded on the Budget Committee other than the implied condition under the membership section.

III. **CURRENT SITUATION:**

- A. The term of office for the Audit Committee needs to be clarified.
- B. The Resolution before Council includes clarifying language to make it clear that the term of office for the Audit Committee aligns with the Budget Committee term of office.

IV. **ANALYSIS:**

- A. **Strategic Impact** – None
- B. **Financial** – None
- C. **Timing** – With a general election taking place soon, the membership of the City Council and possibly some of the citizen member terms ending on the Budget Committee, clarifying the term of office for the Audit Committee members is appropriate.
- D. **Policy/legal** – The Council Rules of Procedure allowed the City Council to amend terms for the committees.

ALTERNATIVES:

- A. Adopt the attached Resolution.
- B. Direct staff to revise the term of office for the Audit Committee and the Budget Committee.
- C. Take no action and the Audit Committee term of office will not align with the Budget Committee term.

Audit Committee

November 7, 2022

RECOMMENDATION:

Staff recommends that Council adopt the attached Resolution.

ATTACHMENTS:

- Resolution R2022-____

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____
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6 **AMENDING THE AUDIT COMMITTEE; AMENDING**
7 **RESOLUTION NO. R93-627; REPEAL OF RESOLUTION**
8 **R2013-2312**
910
11 WHEREAS, the City Council adopted Resolution No. R93-627 establishing the
12 Audit Committee on April 5, 1993;13 WHEREAS, the City Council adopted Resolution No. R 2013-2312 amending the
14 Audit Committee on January 22, 2013;15 WHEREAS, the City Council wishes to amend Resolution No. R93-627 to update
16 the requirements of the committee under the established format for Council committees
17 and amend the term of office;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
20 R93-627 is hereby amended by replacement of Attachment A with the attached
21 Appendix "A", and by this reference incorporated herein.22 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
23 Resolution No. 2013-2312 is hereby repealed in its entirety.24 BE IT FURTHER RESOLVED that the terms of the current Audit Committee
25 members shall end when the member(s) term ends on the Budget Committee.
26

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2022.

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5 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

Appendix "A"
City Council Committee

Name:	Audit Committee
Purpose:	To review and advise the City Council/Urban Renewal Agency on all matters related to the audit. Among these will be: 1. Assuring itself that the auditor selected is both independent and competent. 2. Meeting with the chosen auditor in advance of the audit to recommend the proper scope of the audit. 3. Examine the control weaknesses discovered during the audit and reported in the audit findings and in the auditor's management letter. 4. Satisfy itself that management has taken the appropriate actions to correct any deficiencies discovered during the audit. 5. Accept other financially related assignments as given by the City Council.
Membership:	The Committee shall consist of five voting members: three members of the City Council and two citizen members of the Budget Committee. Members will be appointed by the Mayor and announced at a regularly scheduled Council meeting. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Committee will serve the same term as the member(s) term on the Budget Committee.
Chair and Vice-Chair:	The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.
Meetings:	Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.
Attendance:	It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.



CITY COUNCIL MEETING: NOVEMBER 7, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **KEIZER HERITAGE FOUNDATION – WINDOW REPLACEMENT
PROJECT – AMERICAN RESCUE PLAN ACT (ARPA) FUNDING**

PROPOSED MOTION:

“I move the City Council authorize the City Manager to enter into an agreement with the Keizer Heritage Foundation to provide \$30,000 in financial support from the ARPA Fund for the window replacement project.”

I. SUMMARY:

At the October 17, 2022 regular City Council meeting, representatives of the Keizer Heritage Foundation asked the City Council to consider providing \$30,000 in financial support from the ARPA Fund to partially fund the replacement of windows on the first floor of the Keizer Cultural Center. The City Council by consensus requested that staff bring back a formal request at the next regular City Council meeting.

II. BACKGROUND:

- A. The Keizer Cultural Center is a restored 1916 school house located next to the Keizer City Hall.
- B. The Keizer Cultural Center is home to the Keizer Art Association, Keizer Heritage Museum, Keizer Community Library and the Keizer Homegrown Theater.
- C. In 2019 the Keizer Heritage Foundation obtained bids to replace all 83 windows for a total cost of \$48,000. The bid provided for replacing the windows, some of which are original to the building, with vinyl windows that come with an indefinite guarantee.

III. CURRENT SITUATION:

- A. In 2022 the Keizer Heritage Foundation obtained an updated quote for vinyl windows for a total cost of \$106,000.
- B. The revised quote takes into consideration the inflationary impact of the current economic environment in addition to the impact of a 2020 Federal Law requiring lead abatement procedures be performed. The lead abatement requirements account for approximately 15% of the updated quote.
- C. The Keizer Heritage Foundation is opting to complete the window replacement project in stages, focusing on the first floor as it currently represents a safety and security hazard. The quote for the first-floor windows is \$48,000.
- D. The Keizer Heritage Foundation needs to put one-half of the total project cost or \$24,000 down as a deposit to get the materials ordered. The materials will take three to six months to be received.
- E. The Keizer Heritage Foundation has approximately \$10,000 in reserve that could be used as part of this project.

IV. ANALYSIS:

- A. **Strategic Impact** – N/A
- B. **Financial** – The City has available appropriations in the ARPA Fund to meet the funding request of \$30,000.
- C. **Timing** – The Keizer Heritage Foundation needs funds in advance to order the materials. Once ordered the materials will take approximately three to six months to be received.
- D. **Policy/legal** – Council approval is required to appropriate ARPA funding. In addition, the Legal Department will determine any necessary steps with regard to the building's listing on the local Historical Resource Inventory.

V. ALTERNATIVES:

- A. Authorize the City Manager to enter into an agreement with the Keizer Heritage Foundation to provide financial support from the ARPA Fund for the window replacement project.
- B. Take No Action – The Keizer Heritage Foundation will need to find an alternate funding source.

VI. RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Keizer Heritage Foundation to provide financial support from the ARPA Fund for the window replacement project.

ATTACHMENTS:

- None



CITY COUNCIL MEETING: NOVEMBER 7, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder

SUBJECT: **RESOLUTION – AUTHORIZING THE CITY MANAGER TO ENTER INTO A PERSONAL SERVICES AGREEMENT WITH CIVIC PLUS FOR CODIFICATION SERVICES**

PROPOSED MOTION:

I move the City Council approve Resolution R2022-_____ Authorizing the City Manager to Enter Into a Personal Services Agreement with Civic Plus for Codification Services.

I. SUMMARY:

Since the City's incorporation in 1982 over 850 ordinances have been adopted by the City Council. Over the years, many of these ordinances have been amended or repealed, therefore making it challenging at times to find current information. For a long time, the City has desired to codify these ordinances. Codification is a process to review and classify our ordinances into sections to better identify the laws of the City. A codification service also includes legal review of our ordinances to search for any inconsistencies and conflicts with state laws. The City of Keizer now has the opportunity to codify our ordinances.

II. BACKGROUND:

- A. During the 2021-2022 City Council goal setting session, the Council expressed their desire to move forward with a city ordinance codification. This was adopted as one of the short-term goals.
- B. In May 2022 the City of Keizer issued a request for proposals for codification services. Three responses were received. A review committee reviewed the proposals and demonstrations and is recommending that the Council enter into an agreement with Civic Plus for codification services.

III. **CURRENT SITUATION:**

- A. Currently, the City uses a records retrieval program to search by subject, date, or other qualifiers to find these ordinances.
- B. The public record retrieval program on the City's website will be replaced with the City code which will provide citizens with an easier method to review the City laws and guidelines.
- C. The Keizer Development Code (a codification of land use ordinances and guidelines) will be incorporated into the City code work.

ANALYSIS:

- A. **Strategic Impact** – This action will complete a City Council short term goal and provide citizens, staff, and elected officials with a convenient way to search for the laws of the City of Keizer.
- B. **Financial** – The financial impact of this action is approximately \$26,000 in the initial year with ongoing maintenance and update costs of approximately \$450 plus \$19 per page for the term of the agreement. Funds for this project are available through the American Rescue Plan Act and have been budgeted in the 2022-2023 fiscal year budget.
- C. **Timing** – Approval of this request will allow Civic Plus to begin their work on this project.
- D. **Policy/legal** – By entering into this agreement, Civic Plus will begin their legal review and provide City staff with a memorandum of any conflicts with state laws or any internal inconsistencies within our ordinances.

ALTERNATIVES:

- A. The recommended action is to approve the personal services agreement with Civic Plus for codification services.
- B. Take No Action – If the Council decides not to move forward with the agreement, the codification project would be delayed or terminated.

RECOMMENDATION:

Staff recommends City Council adopt the Resolution Authorizing the City Manager to Enter Into a Personal Services Agreement with Civic Plus for Codification Services.

ATTACHMENTS:

- Resolution 2022-____ Authorizing the City Manager to Enter Into a Personal Services Agreement with Civic Plus for Codification Services.
- Civic Plus Personal Services Agreement with the City of Keizer for Codification Services

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PERSONAL SERVICES AGREEMENT WITH CIVICPLUS FOR
CODIFICATION SERVICES

WHEREAS, a request for proposals for codification services was distributed on
May 25, 2022;

WHEREAS, three proposals for codification services were received;

WHEREAS, a committee independently reviewed the proposals, held
demonstrations, voted and recommended that the City enter into an agreement with
CivicPlus as the successful proposer;

WHEREAS, on July 27, 2022, the City Manager sent a letter to the proposers
indicated that the selection committee is recommending that the City enter into an
agreement with CivicPlus;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to enter into the attached Personal Services Agreement for
Codification Services with CivicPlus.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
 2 upon the date of its passage.

3 PASSED this _____ day of _____, 2022.

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5 SIGNED this _____ day of _____, 2022.

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 Mayor

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 City Recorder

**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF Keizer, OREGON
FOR CODIFICATION SERVICES**

THIS AGREEMENT made and entered into this _____ day of _____, 2022 by and between the City of Keizer, an Oregon municipal corporation, hereinafter called City, and CivicPlus, LLC, hereinafter called CivicPlus.

RECITALS

WHEREAS, the City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by CivicPlus,

WHEREAS, the City has determined that CivicPlus is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

CivicPlus shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. CivicPlus shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by October 31, 2025. The City shall retain the right to two (2) two-year extensions to the Agreement. Renewals of the Agreement will be contingent upon the approval of the pricing in the City's annual fiscal year budget.

3. COMPENSATION

City agrees to pay CivicPlus those amounts set forth in Exhibit B for performance of the services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A.** Payment by City to CivicPlus for performance of services under this Agreement includes all expenses incurred by CivicPlus, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B.** Payment will be made in installments based on CivicPlus's invoice, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice, except for items detailed in Section 3(I) and Section 3(J) below.
- C.** Payment by City shall release City from any further obligation for payment to CivicPlus, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D.** Where applicable, CivicPlus must make payment promptly as due to persons supplying CivicPlus labor or materials for the execution of the work provided by this Agreement. CivicPlus must pay all contributions or amounts due from CivicPlus to the Industrial Accident Fund incurred in the performance of this Agreement. CivicPlus shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. CivicPlus further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- E. If CivicPlus fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CivicPlus or a subconsultant by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the CivicPlus. The payment of the claim in this manner shall not relieve CivicPlus or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this Agreement, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. CivicPlus shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of CivicPlus or all sums which CivicPlus agrees to pay for such services and all moneys and sums which CivicPlus collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance the initial costs of this Agreement.
- I. Payment by City to CivicPlus for Gender Neutralization of the code and for a Custom Banner shall be made upon completion of the tasks in a one-time lump sum.
- J. Payment by City to CivicPlus for Legal Review and Codification pursuant to Exhibit B shall be paid as follows:
 - 1) 25% within ten (10) days of complete execution of this Agreement.
 - 2) 25% upon submission of the legal report to the City Attorney.
 - 3) 25% upon submission of proofs.
 - 4) Balance upon delivery of the final code.
 - 5) Additional costs shall be billed pursuant to Section 3(B) above.

4. OWNERSHIP OF WORK PRODUCT

Upon full and complete payment of amounts owed for "Legal Review and Analysis" and "Codification" as set forth in Exhibit "B", City will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("City Content") created by CivicPlus on behalf of City pursuant to this Agreement. "City Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain and any content owned or licensed by CivicPlus.

Upon completion of the Codification, City will assume full responsibility for City Content maintenance and administration, except for the obligations of CivicPlus set forth in this Agreement. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display

the City Content as necessary to provide the Services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content; and that City has all rights necessary for CivicPlus to use the City Content in connection with providing the Services.

At any time during the term of the Scope of Work, City will have the ability to download the City Content and export the City data through the Services. City may request CivicPlus to perform the export of City data and provide the City data to City in a commonly used format at any time, for a fee to be quoted at time of request and approved by City. Upon confirmation by City that City Content has been successfully exported, CivicPlus may permanently and definitively delete City Content and City data.

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes City Content. City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the Scope of Work; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the license set forth in this Agreement.

Provided City complies with the terms and conditions herein, the Scope of Work, and any license restrictions, CivicPlus hereby grants City a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property for the term of the Scope of Work.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, CivicPlus shall be fully responsible for the acts or omissions of any subconsultants and of all persons employed by them, and neither the approval by City of any subconsultant nor anything contained herein shall be deemed to create any contractual relation between the subconsultant and City. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights and obligations under this Agreement by a sale of all of its assets or merger. However, any assignment and transfer by a sale of all of CivicPlus' assets shall require City's prior written consent, which shall not be unreasonably withheld.

6. STATUS OF CIVICPLUS AS INDEPENDENT CONTRACTOR

CivicPlus certifies that:

- A.** CivicPlus acknowledges that for all purposes related to this Agreement, CivicPlus is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that CivicPlus is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to CivicPlus under the

terms of this Agreement, to the full extent of any benefits or other remuneration CivicPlus receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to CivicPlus or to a third party) as a result of said finding.

- B.** The undersigned CivicPlus hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from CivicPlus, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, CivicPlus certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

CivicPlus and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C.** CivicPlus is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of CivicPlus as a material inducement to enter into this Agreement. CivicPlus warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a CivicPlus's work by City shall not operate as a waiver or release.

CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the City, unless such party is a subconsultant or agent for CivicPlus.

CivicPlus agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any third-party liability, causes of action, claims, losses, damages, judgments or other costs or expenses including reasonable attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

CivicPlus and its subconsultants shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance shall cover all activities of the CivicPlus arising directly or indirectly out of CivicPlus's work performed hereunder, including the operations of its subconsultants of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the CivicPlus and its subconsultant shall provide at least the following limits and coverage:

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A. Commercial General Liability Insurance

CivicPlus shall obtain, at CivicPlus's own expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

CivicPlus shall also obtain, at CivicPlus's own expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$500,000.

C. Professional Liability Insurance

CivicPlus shall obtain, at CivicPlus's own expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

D. Workers' Compensation Insurance

The CivicPlus, its subconsultants, if any, and all employers providing work, labor or materials under this Agreement who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, are required to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Named Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional named insureds with respect to this Agreement. An endorsement to that effect shall be provided to the City at the times required under Subsection H below.

F. Notice of Cancellation

In the event of cancellation, material change, exhaustion of aggregate limits of intent not to renew insurance coverage, CivicPlus shall inform the City within thirty (30) days of such change. Any failure to comply with this provision will not affect the insurance coverage provided to the City. If CivicPlus at any time changes insurance carriers or policies, CivicPlus shall within 14 days provide updated insurance certificates and endorsements to City.

G. Insurance Carrier Rating

Coverages provided by the CivicPlus must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the CivicPlus shall furnish a Certificate of Insurance and Additional Named Insured endorsement to the City prior to execution of this Agreement by the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address within 14 days after expiration.

Certificates of Insurance should read "Insurance certificate pertaining to Agreement for Codification Services." The City of Keizer, its officers, directors, employees and volunteers shall be added as additional insureds with respects to this Agreement. "Insured coverage is primary" should read in the description portion of certificate.

I. Independent Contractor Status

The service or services to be rendered under this Agreement are those of an independent contractor. CivicPlus is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

The parties agree that CivicPlus's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Keizer
Attn: City Recorder
PO Box 21000
Keizer, OR 97307

Business Phone: 503-856-3412
Business Fax: 503-393-9437
Email Address: davist@keizer.org

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit CivicPlus's liability hereunder. Notwithstanding said insurance, CivicPlus shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

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City	CivicPlus
City of Keizer	Company: CivicPlus, LLC
Attn: City Recorder	Attn:
930 Chemawa Road NE	Address:
PO Box 21000	
Keizer, Oregon 97307	
Phone: 503-856-3412	Phone:
Fax: 503-393-9437	Fax
Email Address: davist@keizer.org	Email Address:

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City or CivicPlus shall have the right to terminate this Agreement by giving ninety (90) days' written notice to the other party. City shall pay CivicPlus for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to CivicPlus, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by CivicPlus, its subconsultants, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or notrenewed.
- 4)** If CivicPlus becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against CivicPlus, if a receiver or trustee is appointed for CivicPlus, or if there is an assignment for the benefit of creditors of CivicPlus.

Any such termination of this Agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to CivicPlus, may terminate the whole or any part of this Agreement:

- 1)** If CivicPlus fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or

- 2) If CivicPlus fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within thirty (30) days or such other period as City may authorize.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity employed/contracted on the City's behalf. During Codification, City will be responsive and cooperative with CivicPlus to ensure the Codification is completed in a timely manner.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by CivicPlus shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. CivicPlus shall not be liable, and City may not terminate, if time specified herein is not met due to the actions or inactions of the City.

If City terminates this Agreement under paragraph (B), CivicPlus shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by CivicPlus bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by CivicPlus. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. **ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of CivicPlus as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. **PRIVACY POLICIES**

CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy (the "Privacy Policy" found at <https://www.civicplus.com/privacy-policy>). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of City data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by City; or (d) in compliance with CivicPlus' Privacy Policy, CivicPlus will not modify City data or disclose City data, unless specifically directed by City or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without City authorization.

15. **FORCE MAJEURE**

Neither City nor CivicPlus shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subconsultant or supplies due to such cause; provided that the parties so disenabled shall within fourteen (14) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. NON-WAIVER

The failure of City to insist upon or enforce strict performance by CivicPlus of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

17. NON-DISCRIMINATION

CivicPlus agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. CivicPlus also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

18. ERRORS

CivicPlus shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

19. EXTRA (CHANGES) WORK

Only the City Manager or City Recorder may authorize extra (and/or change) work in writing. Failure of CivicPlus to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and CivicPlus thereafter shall be entitled to no compensation whatsoever for the performance of such work.

20. WARRANTIES

CivicPlus warrants that the Services will be performed substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the City that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus. CivicPlus warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve CivicPlus from liability under warranties contained in or implied by this Agreement.

21. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

22. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

23. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

CivicPlus shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subconsultants and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Agreement.

This project is funded partially by the American Rescue Plan Act funds and therefore is subject to the requirements of both state contract regulations as well as any federal requirements under the agreement between the City of Keizer and the U.S. Department of the Treasury attached hereto. Notwithstanding anything in this agreement to the contrary, this Agreement is subject to all current statutes and regulations, federal and state contract regulations.

24. U.S. DEPARTMENT OF THE TREASURY ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

CivicPlus agrees to be bound to the provisions of the U.S. Department of the Treasury Assurances of Compliance with Civil Rights Requirements (OMB Approved No. 1505-0271) Sections 1 through 4 attached hereto, as well as comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

25. ACKNOWLEDGEMENT

CivicPlus agrees that any publication produced under this Agreement must display the following language: "This project is being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

26. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal for this Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

27. AUDIT

CivicPlus shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. CivicPlus agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement for bookkeeping purposes to assure the accurate expenditure of funds upon written request.

28. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

29. COMPLETE AGREEMENT

This Agreement and attached exhibits constitute the entire Agreement between the parties for the subject matter of this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. CivicPlus, by the signature of its authorized representative, hereby acknowledges that CivicPlus has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and CivicPlus has executed this Agreement on the date hereinabove first written.

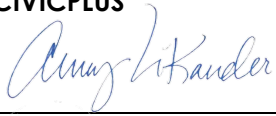
CITY OF KEIZER

Signature

Printed Name & Title

Date

CIVICPLUS



Signature

Amy Vikander - Senior Vice President of Client Success

Printed Name & Title

10/31/2022

Date

EXHIBIT A

SCOPE OF WORK

1. Introduction; Purpose

CivicPlus shall provide all of the necessary services to satisfactorily perform Codification, Legal Review, publication and posting on the Internet of the Keizer City Code, as more particularly set forth herein (the "Services").

2. Legal Review

City will provide all legislation of a general and permanent nature (the "Materials") to CivicPlus within thirty (30) days of full execution of this Agreement. Within four (4) months of receipt of the Materials, CivicPlus shall complete its Legal Review and deliver the Legal Memorandum described below. The Legal Review shall also be conducted annually thereafter for any renewal terms. The Legal Review shall consist of the following:

2.1 State Law. Research the City's legislation and subsequent ordinances to be included in the new Code against state law, to search for any inconsistencies and conflicts with, and preemptions by, the state law.

2.2 State Law References. Update all state law references and append new references as necessary.

2.3 Constitutional Review. Research the City's legislation and subsequent ordinances to be included in the Code against state Constitutional law. This process will discover inconsistencies and conflicts with state Constitutional law. This review is to include, but not be limited to, such areas as First Amendment issues relating to parade and special event permitting, hand-billing, political signage, peddlers, solicitors and transient merchants, cabarets, and other Constitutional issues such as curfew laws.

2.4 Penalty Review. Research the civil penalty legislation and subsequent ordinances to be included in the Code to discover internal inconsistencies and conflicts. Include recommendations of appropriate penalties for various code violations.

2.5 Internal Consistency. Research the provisions of the City's legislation and subsequent ordinances to determine if there are inconsistencies or conflicts between existing laws, the City Charter, and obsolete provisions.

2.6 Report. Prepare a written report for the City Attorney.

A. The report shall include notice of and suggestions for resolving: (a) apparent conflicts with referenced state statutes and administrative regulations, (b) repealed, renumbered or obsolete state statutory citations, (c) apparent conflicts with prominent case law and (d) internal discrepancies and conflicts, including duplications, ambiguities, and obsolete terminology.

B. The report shall suggest new provisions, as applicable, which the City should consider including in the Code, and suggest deleting old provisions which are no longer necessary.

2.7 Conference with Staff Attorney. Within thirty (30) days of the delivery of the Report, CivicPlus's staff attorney who performed the legal research shall appear telephonically at the City, upon request by the City, for a conference with the City Attorney and City Recorder. A 3-hour teleconference or web-based conference is included at no additional charge.

A. Issues. Issues discussed will include all inconsistencies and conflicts discovered during research, as well as obsolete provisions.

B. Solutions. Recommendations will be made regarding solutions to the issues discussed.

2.8 Implementation. CivicPlus shall implement all approved revisions. The City Attorney has the ultimate decision-making authority for solutions and implementation.

2.9 Specific Subject. CivicPlus shall make recommendations regarding new legislation on specific subjects where the CivicPlus identifies a need. To facilitate this, the City may request recommendations on subjects of specific concern. See Section 5.6 below.

2.10 Organization. Organization will be reviewed with the City providing comments, criticisms or suggestions.

3. Codification

3.1 Documents Included. CivicPlus shall, under the supervision of the City Recorder and after legal review, codify the City's existing legislation, the City's existing charter, the City's existing comprehensive plan, and the City's existing Keizer Development Code. The City Recorder will forward all documents passed for inclusion in the new Code.

3.2 Organization. CivicPlus shall provide a Table of Special Ordinances, parallel references, title and chapter analysis and tabular matters. A comprehensive, general index for the Code will be prepared. All sections will be indexed under major subjects with appropriate section citations. Columnar citations will be used to enhance ease of reference. CivicPlus will provide a consistent indentation and numbering scheme for the Code that will provide the user additional ways to scan and use the text. Each title will list all chapters; each chapter will be preceded by a detailed analysis listing the sections.

3.3 Historical References. A history note will be prepared for each section of the new Code. The note will indicate the source from which the section is derived, together with amendatory ordinances

3.4 Cross References and Footnotes. Cross references will be prepared to tie together related sections of the new Code. Proper explanation will also be made in the form of footnotes to relevant provisions of the Code.

3.5 Reference Tables. CivicPlus shall prepare a reference table showing the following:

A. The disposition of ordinances (in numeric sequence) included in the codification. (Ordinance to Code).

B. A listing of code sections based on state statutes. (Statute to Code).

3.6 Draft Code. Upon completion of all editorial work, but in any event not more than sixty (60) days following the conference with staff attorney, CivicPlus will notify the City in writing that the draft copy is ready for typesetting and printing. At the same time, CivicPlus will submit two (2) draft gender neutral copies, a suggested adopting ordinance and CivicPlus's written legal report detailing the legal research and analysis of the City's code to the City Recorder. No additional ordinances will be included in the initial publication of the Code subsequent to such notice. After typesetting has been completed, CivicPlus will submit two (2) sets of proofs to the City for review. CivicPlus will be responsible for proofreading and typographical correctness. The City may make word changes on the proofs without charge. The City will return the proofs, with the changes indicated thereon within sixty (60) days from the date of their receipt.

3.7 Adoption by City Council. Within sixty (60) days after City's submittal of the final proofs, CivicPlus shall deliver the final Code and Model adopting Ordinance. City shall adopt the Code by Ordinance within thirty (30) days of receipt of the final Code and shall provide CivicPlus with a copy of the final enacting Ordinance within seven (7) days of adoption.

3.8 Printing and Binding. Within thirty (30) days of the date City notifies CivicPlus of Council adoption of the Code, CivicPlus will complete printing and binding the Code in accordance with the following:

3.9 City Code. There will be 12 copies printed on 20 lb. white offset paper and placed in loose leaf binders. Pages will be 8 ½ x 11 inches, single column, 10point type, Times New Roman font style, loose leaf, and printed on both sides of the page. The binders will be Dark Blue with Gold ink stamping. All binders shall have "City of Keizer, Oregon Code" printed on the covers. CivicPlus will furnish separator tab sheets for the bound Codes. The tabs will reflect the major divisions or chapters of the Code.

3.10 Distribution and Storage of Codes. CivicPlus will act as the total Code Administrator. CivicPlus will maintain an inventory of Codes for sale to the public, over and above the number specified in this Agreement for City use. CivicPlus will be responsible for having available up-to-date copies of the City Code for purchase by current and future subscribers. CivicPlus will be responsible for marketing the Code to potential subscribers. CivicPlus will incur all handling expenses and risk of future sales of the Code. Should the City need additional copies of the Code, CivicPlus will provide the desired number of copies at a discounted price.

4. Online Code

CivicPlus shall provide an accessible online version of the full City's code and work to meet Web Content Accessibility Guidelines (WCAG) 2.1 AA standards or newer. The online version shall include a custom banner and will be completed and available within thirty (30) days of receipt by CivicPlus of the enacting Ordinance. This version will be maintained on the CivicPlus's server, with the ability for the City to access and link to the City's website. This version shall be created and maintained in a format that can be easily translated to other languages using available and free Internet translation services. This online service will provide the public with the option of viewing and printing the code by either chapter or section, as well as the ability to search the code for key words. The online version will be optimized for mobile devices. As the code is updated, the CivicPlus shall post the changes on the web version as soon as possible, but in no event no less than on a monthly basis, indicating which sections have been recently modified. This is to ensure that the most accurate and up-to-date version of the code is published.

4.1 Back-up and Recovery. CivicPlus shall maintain a disaster recovery plan and follow secure coding practices for the online version of the code. In the event of an online outage or server failure, the CivicPlus shall work to restore service within five (5) business days. If the online version is unavailable for more than five (5) business days, the CivicPlus shall provide to the City the most current version of the code at no cost to the City.

5. Updating the Code; Supplement Service

After shipment of the new Code, CivicPlus shall keep the Code up-to-date to reflect the new legislation of a general and permanent nature enacted by the City. The hard copy of the Code shall be updated on a semi-annual basis.

- 5.1 New Legislation on the Internet.** Options for posting new legislation on CivicPlus's website immediately after adoption or on a monthly basis should be provided.
- 5.2 Editorial Scrutiny.** A member of CivicPlus's editorial staff will review the new legislation in conjunction with the existing provisions of the Code. Pages containing provisions that are repealed or amended shall be updated to insert into the Code.
- 5.3 Editorial Notes.** Appropriate editorial notes will be prepared and appended to the new sections as deemed necessary by CivicPlus.
- 5.4 Index and Tables.** CivicPlus will update the Index and Tables to reflect the new legislation.
- 5.5 Instruction Sheet.** CivicPlus will furnish with each Supplement a page of instruction for removal of the obsolete pages and insertion of the new pages.
- 5.6 Sample Ordinance Service.** Sample provisions of specific subjects will be furnished upon request. A sample ordinance index will be furnished for use in requesting the desired sample provisions. The MuniPro feature, which provides access to sample ordinances from over 3,900 government codes in CivicPlus' library will be available for no additional charge for one (1) year beginning at the start of the Codification process.
- 5.7 Shipment.** Supplements will be shipped to the City for distribution to the internal holders of the Codes. Supplements for external code subscribers will be shipped directly to the subscriber.

EXHIBIT B COMPENSATION

Legal Review and Codification	\$24,950
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Timeline	12 to 15 months
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The codification base cost of \$24,950 is based on an 1,170-page, single column 10-point font code. The cost for over 1,170-pages shall be \$22.00 per page.

Updating the Code; Supplement Service (annually) \$19 per page for the initial term of the agreement. For any renewals agreed to between the parties, updating the code; supplement service compensation will be based on an annual fee calculated on the average of the initial three-year agreement.

Online Code (annually, first year of service at no charge)	\$450
--	-------

Gender Neutralization of Code (one time fee)	\$1,170
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Customer Banner (one time fee)	\$250
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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

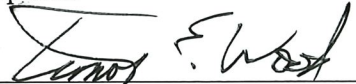
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Keizer, Oregon 930 Chemawa Rd NE Keizer, OR 97303	DUNS Number: [Recipient to provide] 038038147 Taxpayer Identification Number: [Recipient to provide] 93-0836902 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

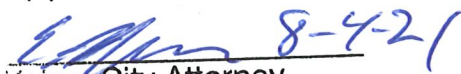


Authorized Representative:

Title: Finance Director

Date signed: 8/3/2021

Approved as to form:


Keizer City Attorney

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
 CORONAVIRUS LOCAL FISCAL RECOVERY FUND
 AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Keizer, OR

Timothy E. Wood

Recipient

8/3/2021

Date

Timothy S. Wood

Signature of Authorized Official

Approved as to form:

8-4-21
 Keizer City Attorney

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



CITY COUNCIL MEETING: NOVEMBER 7, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: E. Shannon Johnson, City Attorney

SUBJECT: **CLIMATE FRIENDLY AND EQUITABLE COMMUNITIES RULES**

PROPOSED MOTION:

"I move that the City Council adopt Resolution R2022-____ Authorizing the City Manager to Sign Amendments to the Intergovernmental Agreement – Joint Litigation of Climate Friendly and Equitable Communities Rules."

I. SUMMARY:

At the meeting on September 19, 2022, Council authorized the City Manager to sign the Intergovernmental Agreement – Joint Litigation of Climate Friendly and Equitable Communities Rules (IGA). Other cities and counties have decided to join the appeal and amendments to the agreement have been prepared for signature.

II. BACKGROUND:

- A. Council authorized the City Manager to sign the IGA to appeal the Climate Friendly and Equitable Communities Rules ("Rules") on September 19, 2022.

III. CURRENT SITUATION:

- A. Additional cities and counties have decided to join the appeal of the Rules.
- B. Amendments are needed to the IGA to amend the share of the costs between the cities and counties who wish to be a party to the litigation.

IV. ANALYSIS:

- A. **Strategic Impact** – None

- B. **Financial** – The costs of the appeal are difficult to estimate. However, the IGA provides that the costs are shared based on the proportional size of the cities' budgets. Since Keizer's budget is so small in relation to the other cities, the share for Keizer is estimated to be 2.44%.
- C. **Timing** – An appeal must be filed soon to be able to avoid or mitigate the serious effects of the Rules.
- D. **Policy/legal** – The Rules will impact the City in a variety of ways and impose requirements that cannot be avoided. Forcing a withdrawal or substantial change in the Rules would allow cities to address the goals in targeted and individualized ways that fit each community.

ALTERNATIVES:

- A. The recommended alternative is to authorize the city manager to sign amendments to the IGA that do not result in any increase in Keizer's costs.
- B. The Council could choose to not sign the amendments and the result would either mean an increase in Keizer's share of the costs or Keizer's withdrawal from the coalition.

RECOMMENDATION:

Staff recommends that the Council adopt the resolution authorizing the city manager to sign amendments to the joint litigation of climate friendly and equitable communities rules agreement.

ATTACHMENTS:

- Resolution R2022-_____

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO SIGN AMENDMENTS TO THE
INTERGOVERNMENTAL AGREEMENT – JOINT LITIGATION OF
CLIMATE FRIENDLY AND EQUITABLE COMMUNITIES RULES

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform;

WHEREAS, on July 21, 2022 the Land Conservation and Development Commission adopted amendments to the Oregon Administrative Rules Chapter 660, divisions 8, 12 and 44, commonly referred to as the Climate Friendly and Equitable Communities Rules (“Rules”), which impose mandates upon each of the parties, although the extent of those mandates and applicability of specific provisions in the Rules may vary among the parties;

WHEREAS, the City Council directed staff to move forward to join other cities to appeal the Rules on August 1, 2022;

WHEREAS, the City Council believes that it is in their best interests to hire special legal counsel to jointly represent the parties in the Litigation by confidentially share documents, factual information, mental impressions, legal analysis, and other information that may be subject to attorney-client privilege, work product doctrine, or other privilege or rule of confidentiality;

1 WHEREAS, the City Council authorized the City Manager to sign the
2 Intergovernmental Agreement;

3 WHEREAS, THE City Council desires to authorize the City Manager to sign
4 amendments to the Intergovernmental Agreement;

5 NOW, THEREFORE,

6 BE IT RESOLVED by the City Council of the City of Keizer that the City
7 Manager is authorized to sign amendments to the Intergovernmental Agreement – Joint
8 Litigation of Climate Friendly & Equitable Communities Rules upon consultation of the
9 City Attorney and without further authorization from the City Council as long as such
10 amendments do not result in an increase to Keizer’s share of the costs;

11 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
12 upon the date of its passage.

13 PASSED this _____ day of _____, 2022.

14
15 SIGNED this _____ day of _____, 2022.

16
17
18
19 _____
20 Mayor

21
22 _____
City Recorder



MINUTES
KEIZER CITY COUNCIL
***Virtual* WORK SESSION**
Monday, October 10, 2022
Keizer, Oregon

**CALL TO
ORDER**

Mayor Clark called the work session to order at 6:01 p.m. Attendance was taken as follows:

Present:

Cathy Clark, Mayor
Dan Kohler, Councilor
Kyle Juran, Councilor
Roland Herrera, Councilor
Shaney Starr, Councilor
Laura Reid, Councilor
Elizabeth Smith, Councilor

Staff Present:

Adam Brown, City Manager
Tim Wood, Assistant City
Manager/Finance Director
Shannon Johnson, City Attorney
John Teague, Police Chief
Andrew Copeland, Police
Bill Lawyer, Public Works Director
Tracy Davis, City Recorder

DISCUSSION

**a. Marion County
Mobile Crisis
Unit**

Ryan Matthews, Administrator for Marion County Health and Human Services, opened the presentation. Program Manager, Anne Marie Banfield, explained what the Mobile Crisis Teams have been doing and introduced Debbie Wells and Anne Oscilla, part of the Crisis Management Team who shared their duties and experiences on the team, provided additional information and fielded questions regarding staffing; other jurisdictions; expansion of services; other programs, services and billings; barriers between drug, alcohol and mental health; the importance of meeting the people in need where they are so that they don't have to be taken somewhere else to be served; detox programs; recruiting challenges; and mental health first aid. They explained that Keizer would need to commit a full time employee and a car to fully participate in the program. Discussion followed on possible alternate funding options and collaborating with the City to apply for a mental health grant.

Chief Teague explained the benefits of this program, the increased need which is becoming unmanageable, and the importance of having all the tools necessary. He added that this is a phenomenal program that the Keizer PD uses almost every day.

ADJOURN

Mayor Clark adjourned the work session at 7:04 p.m.

APPROVED:

MAYOR:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, October 17, 2022
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Laura Reid, Councilor
Shaney Starr, Councilor
Roland Herrera, Councilor
Elizabeth Smith, Councilor
Youth Councilor Angelica
Sarmiento Avendano

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager/
Finance Director
Shannon Johnson, City Attorney
Shane Witham, Planning Director
John Teague, Police Chief
Machell DePina, Human Resources
Tracy Davis, City Recorder

Absent:

Kyle Juran, Councilor
Daniel Kohler, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

PROCLAMATION – Domestic Violence Awareness Month

Mayor Clark read the proclamation and introduced Jane Downing who shared information about the Center for Hope and Safety and statistics of domestic violence in the area.

AWARDS TO CITY OF KEIZER – Mayor Clark announced that the City of Keizer had received the Excellence in Safety and the Excellence in Best Practices awards and presented them to Machell DePina who received them on behalf of the Keizer Safety Committee.

**COMMITTEE
REPORTS**

Matt Lawyer, Keizer, thanked the Volunteer Coordinating Committee and City Council for allowing him to serve a second term on the Planning Commission, welcomed Planning Commission Youth Committee Liaison Amanpreet Sandhu, announced re-appointment of Commissioners Grenz and Hutches, and shared development information that was provided to the Commission at their most recent meeting. Additionally, Mr. Lawyer announced the October 29 Wallace House Park clean-up and planting event sponsored by Claggett Creek Watershed Council.

Lisa Cejka, Keizer, commended City staff noting that issues are always dealt with in a very timely manner and reported on the most recent Parks

Advisory Board meeting. She noted that the Eagle Scout project (pathway to the river) at Palma Ciega Park is complete and shared information about various parks and vandalism issues.

PUBLIC COMMENT Mayor Clark acknowledged receipt of written testimony from Matt Straite regarding Climate Friendly Equitable Communities, and a thank you email from Audrey Butler of the Keizer Community Foundation.

Fatima Falcon and *David Reinhold*, Latino Business Alliance, announced the Expo Negocio event, sharing a history and sponsors of the event and requesting that it be allowed to take place at no cost at the Keizer Community Center Iris Ballroom on November 10.

Michael Koenig, Keizer Community Band, shared information about the history of the band and requested that the Band be allowed to hold concerts on December 14 and May 17 and that the fees be waived.

Frank Hanson, National Honor Society Advisor at McNary High School, and Youth Councilor *Angelica Sarmiento* shared information about a planned 'Trunk or Treat' event and asked Councilors to consider volunteering to serve as judges. Mayor Clark, and Councilors Starr, Smith, Reid and Herrera all volunteered.

Robert Becker and *Lore Christopher*, Keizer, gave a quarterly update of the Keizer Cultural Center. Mr. Becker thanked Council for their ongoing support and provided an update of some of the projects and building and landscape maintenance. Lore Christopher shared details regarding the planned Native America student art that will be displayed during Native American Heritage Month and plans for future related events. She explained that windows in the Cultural Center need to be replaced, shared information on the pricing and installation, and requested assistance from the City in order to fund the windows on the first floor. Ms. Christopher added that the Keizer Public Arts Commission hopes to have Rosalie's Dancing Cows installed in the roundabout in time for the City's 40th birthday celebration and shared information about fundraising efforts for the project.

Councilor Reid clarified that the request from the Cultural Center is for \$30,000 and the quote will be good through the end of the year.

PUBLIC HEARING None

ADMINISTRATIVE ACTION Community Center Manager Tracy Davis summarized her staff report.

a. Community Center Fee Waiver Councilor Smith moved that the Keizer City Council approve a waiver of the Community Center rental fee and Community Center refundable security deposit for the Keizer Community Band Holiday Concert on December 14, 2022 and the band concert on May 17, 2023. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith and Starr (5)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Kohler and Juran (2)

**b. Community
Center Fee
Waiver**

Community Center Manager Tracy Davis summarized her staff report.

Councilor Smith moved that the Keizer City Council approve a waiver of the Community Center rental fee and Community Center refundable security deposit for the Latino Business Alliance Expo Negocio on November 10, 2022. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith and Starr (5)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Kohler and Juran (2)

**CONSENT
CALENDAR**

- A. RESOLUTION – Authorizing the Finance Director to Enter Into a Toner Plus Maintenance Agreement with Dependable Printer Support for the Police Department Executive Assistant's Office
- B. Approval of October 3, 2022 Regular Session Minutes

Item B of the Consent Calendar was pulled.

Councilor Smith moved for approval of Item A of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith and Starr (5)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Kohler and Juran (2)

Councilor Smith moved for approval of Item B of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Smith and Starr (3)
 NAYS: None (0)
 ABSTENTIONS: Clark and Herrera (2)
 ABSENT: Kohler and Juran (2)

OTHER BUSINESS

City Attorney Shannon Johnson brought attention to a contract for marking of street legends which was not signed at meeting packet deadline but is signed and ready for approval by Council at this time. He noted that the contract extends to next year with a minor increase.

Councilor Smith moved to suspend the rules in order to address this matter. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith and Starr (5)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Kohler and Juran (2)

Councilor Smith moved that the Keizer City Council approve a Resolution authorizing the City Manager to sign the amendment of contract for repainting of pavement marking legends. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith and Starr (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Kohler and Juran (2)

Regarding the Cultural Center request for funding for windows, Council agreed by consensus to direct staff to come back to Council at the next regular session with information on the request for \$30,000 of ARPA funds for the Keizer Cultural Center through the Keizer Heritage Foundation to replace the windows on the lower level of that building.

STAFF UPDATES

Finance Director Tim Wood reminded everyone to conserve water to keep sewer bills low.

COUNCIL MEMBER REPORTS

Councilor Herrera shared information about the recent League of Oregon Cities Conference, announced training that he was scheduled to take and the upcoming candidate forum, congratulated McNary sports teams, thanked whoever cleaned the wall on River Road and suggested that KPAC consider painting a mural there, and expressed gratitude to staff for their assistance in dealing with off-leash dogs.

Mayor Clark added that the LOC Color Caucus awarded Councilor Herrera with the 'Roland Herrera Community Leadership Award'.

Councilor Reid announced upcoming events at McNary High School, the Latino Arts event at Bush Park, parent-teacher conferences, and the Keizer 40th birthday meet & greet on November 2 in the Civic Center lobby. She and Councilor Kohler are planning a July 8-9 celebration as well. Suggestions are welcome.

Councilor Smith praised Public Works staff for their quick cleanup of a rock spill.

Councilor Starr announced the community dinner on October 26.

Mayor Clark reported on meetings and events she had attended and announced upcoming ones, thanked service organizations that are helping the homeless community, reminded everyone to vote and announced city committee and youth committee liaisons vacancies.

Youth Councilor Sarmiento announced that McNary Orchestra will be going to Pacific University on November 5 for a festival and on the 10th there will be a concert at McNary.

AGENDA INPUT

November 7, 2022 – 7:00 p.m. ~ City Council Regular Session

November 14, 2022 - 6:00 p.m. ~ City Council Work Session

- Leash Law

November 21, 2022 – 7:00 p.m. ~ City Council Regular Session

December 5, 2022 – 7:00 p.m. ~ City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:42 p.m.

MAYOR:

APPROVED:

Cathy Clark_____
Debbie Lockhart, Deputy City Recorder**COUNCIL MEMBERS**_____
Councilor #1 – Laura Reid_____
Councilor #4 – Roland Herrera_____
Councilor #2 – Shaney Starr_____
Councilor #5 – Elizabeth Smith_____
~ Absent ~_____
Councilor #3 – Kyle Juran_____
~ Absent ~_____
Councilor #6 – Daniel R. Kohler

Minutes approved:_____

Written Comments

October 17, 2022 thru November 7, 2022

- Dana Petre-Miller – Keizer – Get methane gas out of our buildings
- Scott Kennedy – Keizer – Building electrification

Davis, Tracy

From: Shaney Starr
Sent: Thursday, October 27, 2022 11:57 AM
To: Davis, Tracy
Cc: Cathy Clark
Subject: Fwd: Get methane gas out of our buildings

Shaney Starr
Keizer City Councilor
Position #2
503-856-3449

****Please note this email is subject to Public Records Law****

Sent from my iPhone, so please excuse typos!

Begin forwarded message:

From: Dana Petre-Miller <mraltogether@comcast.net>
Date: October 27, 2022 at 9:40:09 AM PDT
To: Shaney Starr <StarrS@keizer.org>
Subject: Get methane gas out of our buildings

CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

Dear Starr,

I'm writing to you today because I believe our community must urgently pass a building electrification policy and phase fossil fuels out of our homes and businesses.

Buildings are responsible for 13% of greenhouse gas emissions in the US, and children in homes with gas stoves face a 42% increased risk of asthma symptoms – that's on par with the risks from secondhand smoke. Burning gas in homes also generates harmful emissions of formaldehyde, methane, nitrogen oxides, and other pollutants.

As your constituent, I'm urging you to do everything in your power to pass a policy that will ensure new buildings in our community are all-electric and help phase gas and other fossil fuels out of existing buildings.

Thank you.

Sincerely,
Dana Petre-Miller, Keizer

Davis, Tracy

From: Shaney Starr
Sent: Thursday, October 27, 2022 11:57 AM
To: Davis, Tracy
Cc: Cathy Clark
Subject: Fwd: Building electrification

Shaney Starr
Keizer City Councilor
Position #2
503-856-3449

****Please note this email is subject to Public Records Law****

Sent from my iPhone, so please excuse typos!

Begin forwarded message:

From: Scott Kennedy <tykieh@comcast.net>
Date: October 27, 2022 at 9:48:05 AM PDT
To: Shaney Starr <StarrS@keizer.org>
Subject: Building electrification

<h3>CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.</h3><p>

Dear Starr,

I'm writing to you today because I believe our community must urgently pass a building electrification policy and phase fossil fuels out of our homes and businesses.

Buildings are responsible for 13% of greenhouse gas emissions in the US, and children in homes with gas stoves face a 42% increased risk of asthma symptoms – that's on par with the risks from secondhand smoke. Burning gas in homes also generates harmful emissions of formaldehyde, methane, nitrogen oxides, and other pollutants.

As your constituent, I'm urging you to do everything in your power to pass a policy that will ensure new buildings in our community are all-electric and help phase gas and other fossil fuels out of existing buildings.

Thank you.

Sincerely,
Scott Kennedy, Keizer