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AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, July 20, 2020

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**
- 5. COMMITTEE REPORTS**
- 6. PUBLIC TESTIMONY**

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. RESOLUTION – Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2019-2991**
- b. Approval of Charter Revisions**

- 9. CONSENT CALENDAR**

- a. RESOLUTION – Ratifying City Manager’s Signing of Master Services Agreement with Arete Advisors for Matters Related to Information Security Incident**

- b. RESOLUTION – Ratifying City Manager’s Signing of Engagement Letter with Lewis Brisbois Bisgaard & Smith LLP as Special Legal Counsel for Matters Related to Information Security Incident
- c. RESOLUTION – Authorizing the Finance Director to Enter Into Agreement with Arete Advisors for the SentinelOne Endpoint Protection Platform Subscription
- d. RESOLUTION – Authorizing City Manager and Chief of Police to Enter Into eProsecutor Usage Agreement with Marion County
- e. RESOLUTION – Repeal of Resolution R2020-3088 (Exemption of Professional Services Agreement for Carving of Keizer Cultural History Pole from Competitive Bidding and Awarding Agreement to Oregon 3D Art and Chainsaw Sculptures LLC)
- f. Approval of July 6, 2020 City Council Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

August 3, 2020

7:00 p.m. - City Council Regular Session

August 10, 2020

6:00 p.m. – City Council Work Session

August 17, 2020

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: July 20, 2020

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: SALEM SEWER SYSTEM DEVELOPMENT CHARGE FOR
WASTEWATER TREATMENT FACILITIES**

Council adopted Resolution R2019-2991 on June 17, 2019 establishing the amount of the sewer system development charge for wastewater treatment facilities. This charge is essentially a “pass-through” to Salem. It is separate from the transmission sewer SDC collected by Keizer for construction of new sewer lines.

In 2009, the City entered into an Intergovernmental Agreement (IGA) with the City of Salem relating to wastewater treatment. Pursuant to the IGA, the City agreed to adopt the City of Salem’s sewer system development charge for wastewater treatment facilities. It is appropriate to repeal Resolution R2019-2991 and adopt the City of Salem’s 2020 charge as contemplated under the IGA. I have attached the proposed Resolution for your consideration.

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirement for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

RECOMMENDATION:

Allow for public comment and unless there are objections or questions, adopt the attached Resolution.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM
DEVELOPMENT CHARGE FOR WASTEWATER
TREATMENT FACILITIES; **REPEALING RESOLUTION
R2019-2991**

WHEREAS, the City Council adopted Resolution R2019-2991 on June 17,
2019 establishing the sewer system development charge for wastewater treatment
facilities;

WHEREAS, the City of Keizer entered into an Intergovernmental Agreement
with the City of Salem for wastewater treatment in 2009;

WHEREAS, pursuant to such Intergovernmental Agreement, the City agreed to
adopt the City of Salem sewer system development charge for wastewater treatment
facilities;

WHEREAS, it is appropriate to repeal Resolution R2019-2991 and adopt the
City of Salem's 2020 sewer system development charge for wastewater treatment
facilities effective July 1, 2020;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that effective July
1, 2020 the sewer system development charges for wastewater treatment facilities on
properties with a ¾" meter or less set by the City of Salem are hereby adopted as
follows:

1	Sanitary Sewer Connection Fee	\$ 47.00
2	SDC-Sewer Reimbursement	\$ 47.00
3	SDC-Sewer Improvement	\$103.00
4	SDC-Sewer Compliance	\$117.00
5	Automation Surcharge	<u>\$ 5.00</u>
6	Total	<u>\$319.00</u>

7

8 BE IT FURTHER RESOLVED the Resolution R2019-2991 (Establishing the

9 Amount of the Sewer System Development Charge for Wastewater Treatment

10 Facilities) is hereby repealed in its entirety.

11 BE IT FURTHER RESOLVED that this Resolution shall take effect

12 immediately upon the date of its passage.

13 PASSED this _____ day of _____, 2020.

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15 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

CITY COUNCIL MEETING: July 20, 2020

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: APPROVAL OF CHARTER REVISIONS

At the last meeting, City Council directed our office to move forward with the final version of the Charter revision document including the changes recommended after the Charter Review Committee approval. We have prepared the final version of the 2020 Charter revision for your review and approval.

At this time it is appropriate for Council to carefully review this final version, make certain you are comfortable with it and get any questions you have answered. Please carefully read the entire Charter prior to the July 20, 2020 meeting.

RECOMMENDATION:

If there are no further questions or concerns, move to direct staff to prepare a proposed ballot title and explanatory statement, and take necessary steps to place the attached Charter Revision 2020 on the November 2020 ballot.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

***THE CHARTER
OF THE
CITY OF KEIZER,***

***MARION COUNTY,
STATE OF OREGON***



Incorporated November 2, 1982

Adopted by the Voters on _____, 2020

TABLE OF CONTENTS

Preamble.....	1
Section 1 – NAMES AND BOUNDARIES.....	1
Section 1.1. Titles	1
Section 1.2. Name of City	1
Section 1.3. Boundaries	1
Section 2 – POWERS.....	1
Section 2.1. Powers	1
Section 2.2. Construction of Charter	1
Section 2.3. Distribution	1
Section 3 – COUNCIL	1
Section 3.1. Council.....	1
Section 3.2. Mayor.....	1
Section 3.3. Council President.....	2
Section 3.4. Rules.	2
Section 3.5. Meetings.	2
Section 3.6. Quorum.....	2
Section 3.7. Vote Required.....	2
Section 3.8. Record.....	2
Section 4 – ORDINANCES.....	2
Section 4.1. Ordinances Enacting Clause	2
Section 4.2. Ordinance Adoption	2
Section 4.3. Effective Date of Ordinances	3
Section 4.4. Ordinance Continuation.....	3
Section 5 – RESOLUTIONS	3
Section 5.1. Resolutions	3
Section 5.2. Resolution Approval.....	3
Section 5.3. Effective Date of Resolutions.....	3
Section 6 – ORDERS	3
Section 6.1. Orders	3
Section 6.2. Order Approval.....	3
Section 6.3. Effective Date of Orders.....	4
Section 7 – ELECTIONS.....	4
Section 7.1. City Elections	4
Section 7.2. Mayor.....	4
Section 7.3. Councilors.....	4
Section 7.4. Qualifications.....	4
Section 7.5. Nominations.....	4
Section 7.6. Terms	4
Section 7.7. Oath	5
Section 7.8. Vacancies.....	5
Section 7.9. Filling Vacancies	5
Section 7.10. Tie Votes.....	5

Section 8 – APPOINTIVE OFFICERS	5
Section 8.1. City Manager	5
Section 8.2. City Attorney	6
Section 8.3. Municipal Court and Judge.....	6
Section 9 – PERSONNEL	7
Section 9.1. Compensation	7
Section 10 – MISCELLANEOUS PROVISIONS	7
Section 10.1. Debt Limit.....	7
Section 10.2. Repeal	7
Section 10.3. Severability	7
Section 10.4. Water Revenue Use	7
Section 10.5. Number and Captions	7
Section 10.6. Amendments and Revisions	8
Section 10.7. Time of Effect.....	8

PREAMBLE

We, the people of the City of Keizer, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

Section 1 NAMES AND BOUNDARIES

Section 1.1. Titles. This charter may be referred to as the 2020 Keizer City Charter.

Section 1.2. Name of City. The municipality of Keizer, Marion County, Oregon, shall continue to be a municipal corporation with the name “City of Keizer”.

Section 1.3. Boundaries. The City includes all territory within its boundaries as they now exist or are legally modified. The City will maintain as a public record an accurate and current description of the boundaries.

Section 2 POWERS

Section 2.1. Powers. The City has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the City, as fully as though this charter specifically enumerated each of those powers, including powers hereafter granted or allowed.

Section 2.2. Construction of Charter. In this charter, no specification of a power is exclusive or restricts authority that the City would have if the power were not specified. The charter shall be liberally construed, so that the City may exercise fully all its powers possible under this charter and under United States and Oregon law. All powers are continuing unless a specific grant of power clearly indicates the contrary.

Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This charter vests all other City powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council may not delegate its authority to adopt ordinances.

Section 3 COUNCIL

Section 3.1. Council. The council shall be composed of a mayor and six councilors elected from the City at large by numbered positions.

Section 3.2. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules.

- a) The mayor is a voting member of the council and has no veto authority.
- b) The mayor must sign all records of council decisions.

- c) The mayor serves as the political head of the City government.

Section 3.3. Council President. At its first meeting of each odd-numbered year, the council members shall elect a president from its membership. The council president shall be elected by a vote of not less than four (4) council members. In the mayor's absence from a council meeting, the council president shall preside. Whenever the mayor is unable to perform the functions of the office, the council president shall act as mayor.

Section 3.4. Rules. The council must adopt rules to govern committees, members and proceedings.

Section 3.5. Meetings.

a) The council shall hold a regular meeting at least once each month in the City at a time and at a place which it designates.

b) The mayor may call a special Council meeting at mayor's own discretion, and shall call a special meeting at the request of three council members. Any special meeting shall occur as provided under state law.

c) Special meetings of the council may also be held at any time by the common consent of all the members of the council.

d) All meetings shall be held and conducted pursuant to state law.

Section 3.6. Quorum. A majority of the members currently serving on the Council, excluding vacant seats, shall constitute a quorum. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 3.7. Vote Required. Except as this charter or other rules or laws otherwise provide, the concurrence of a majority of the members of the council voting when a quorum of the council is present shall decide any question before the council.

Section 3.8. Record. A record of council meetings must be kept in a manner prescribed by the council rules and the laws of the state of Oregon.

Section 4 ORDINANCES

Section 4.1. Ordinances Enacting Clause. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Keizer ordains as follows:"

Section 4.2. Ordinance Adoption.

a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.

b) The council may adopt an ordinance at a single meeting if: (1) all members of the council present and voting approve the ordinance by unanimous vote; (2) the members of the council present and voting constitute a quorum of the council; and (3) the proposed ordinance is available in writing to the public at least five (5) calendar days before the meeting.

- c) Any substantive amendment to a proposed ordinance must be read aloud at a meeting, or made available in writing to the public, before the council adopts the amended ordinance.
- d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.
- e) The mayor shall sign all ordinances within three (3) calendar days of passage.
- f) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 4.3. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

Section 4.4. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 5 RESOLUTIONS

Section 5.1. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Keizer resolves as follows:"

Section 5.2. Resolution Approval.

- a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.
- b) Any substantive amendment to a proposed resolution must be read aloud at a meeting, or made available in writing to the public, before the council adopts the amended resolution.
- c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.
- d) The mayor shall sign all resolutions within three (3) calendar days of passage.
- e) After approval of a resolution, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Section 6 ORDERS

Section 6.1. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Keizer orders as follows:"

Section 6.2. Order Approval.

- a) Approval of an order requires approval by the council at one meeting.

- b) Any substantive amendment to a proposed order must be read aloud at a meeting, or made available in writing to the public, before the council adopts the amended order.
- c) After approval of an order, the vote of each member must be entered in the council minutes.
- d) The mayor shall sign all orders within three (3) calendar days of passage.
- e) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 6.3. Effective Date of Orders. Orders take effect on the date of final approval, or on a later day provided in the order.

Section 7 ELECTIONS

Section 7.1. City Elections. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for City offices must be nonpartisan.

Section 7.2. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a mayor will be elected for a two-year term.

Section 7.3. Councilors. Councilors shall hold office by positions which shall be numbered one through six. The term of office of each councilor in office when this charter is adopted is the term of office for which the councilor has been elected before adoption of the charter (or is elected at the time of the adoption). At each general election after the adoption, three councilors shall be elected, each for a four-year term.

Section 7.4. Qualifications.

- a) The mayor and each councilor must be a registered voter in the City under state law, at the time of election or appointment and during their term of office, and reside within the City for at least one year immediately before election or appointment to office.
- b) No person may be a candidate at a single election for more than one City office.
- c) Neither the mayor nor a councilor may be employed by the City during their term of office.
- d) The council is the final judge of the election and qualifications of its members.

Section 7.5. Nominations. A Keizer resident who meets the qualifications in Section 7.4 may file to run for an elective City office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 registered voters in the City.

Section 7.6. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 7.7. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section 7.8. Vacancies. The mayor or a councilor office becomes vacant:

- a) Upon the incumbent's:
 - 1) Death;
 - 2) Adjudicated incompetence; or
 - 3) Recall from the office.
- b) Upon declaration by the council after the incumbent's:
 - 1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
 - 2) Absence from the City for 30 days without council consent, or from all council meetings within a 60-day period without council consent;
 - 3) Ceasing to reside in the City;
 - 4) Ceasing to be a qualified registered voter in the City under state law;
 - 5) Conviction of a felony crime or other crime pertaining to their office;
 - 6) Intentional unlawful destruction of public records;
 - 7) Resignation from the office; or
 - 8) Removal under Section 8.1(h).

Section 7.9. Filling Vacancies. Vacant elective offices in the City shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon the appointee's appointment and shall continue throughout the unexpired term of appointee's predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the City for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the council president shall become mayor and the council shall appoint a councilor as provided herein.

Section 7.10. Tie Votes. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council.

Section 8 APPOINTIVE OFFICERS

Section 8.1. City Manager.

- a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and councilors for the proper administration of all City business. The city manager will assist the mayor and councilors in the development of city policies, and carry out policies established by ordinances and resolutions.
- b) A vote of not less than four (4) council members is required to appoint or remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with

such surety as may be approved by the council. The premiums on such bond shall be paid by the City.

c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a vote of not less than four (4) council members. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

d) The manager must:

- 1) Attend all council meetings unless excused by the mayor or councilor;
- 2) Make reports and recommendations to the mayor and councilors about the needs of the City;
- 3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions;
- 4) Appoint, supervise and remove City employees;
- 5) Organize City departments and administrative structure;
- 6) Prepare and administer the annual City budget;
- 7) Have general supervision over City utilities and property;
- 8) Perform other duties as directed by the council; and
- 9) Delegate duties, but remain responsible for actions of all subordinates.

e) The manager has no authority over the council, the city attorney's office, or over the judicial functions of the municipal judge.

f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

g) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

h) In council meetings, council members may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing.

Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the City government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.

Section 8.3. Municipal Court and Judge.

a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court at such place as the council directs. The court will be known as the Municipal Court.

b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court.

d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance.

e) The municipal judge may:

- 1) Render judgments and impose sanctions on persons and property;
- 2) Order the arrest of anyone accused of an offense against the City;
- 3) Commit to jail or admit to bail anyone accused of a City offense;
- 4) Issue and compel obedience to subpoenas;
- 5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- 6) Penalize contempt of court;
- 7) Issue processes necessary to enforce judgments and orders of the court;
- 8) Issue search warrants; and
- 9) Perform other judicial and quasi-judicial functions assigned by ordinance.

f) The council may appoint and may remove municipal judges pro tem.

g) The council may transfer some or all of the functions of the municipal court to an appropriate court.

Section 9 PERSONNEL

Section 9.1. Compensation. The council must authorize the compensation of City officers and employees as part of its approval of the annual City budget. Council members shall be unpaid except that they may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duty.

Section 10 MISCELLANEOUS PROVISIONS

Section 10.1. Debt Limit. The City's indebtedness may not exceed debt limits imposed by state law. A City officer or employee who creates or officially approves indebtedness in excess of this limitation is jointly and severally liable for the excess. A charter amendment is not required to authorize City indebtedness.

Section 10.2. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 10.3. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 10.4. Water Revenue Use. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses.

Section 10.5. Number and Captions. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.

Section 10.6. Amendments and Revisions. No amendment, revision or repeal of this Charter may take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. Only the Council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.

Section 10.7. Time of Effect. This charter takes effect _____, 20__.

CITY COUNCIL MEETING: July 20, 2020**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

**SUBJECT: RESOLUTION RATIFYING CITY MANAGER'S
EXECUTION OF MASTER SERVICES AGREEMENT AND
STATEMENT OF WORK WITH ARETE ADVISORS, LLC
("ARETE") IN CONNECTION WITH AN INFORMATION
SECURITY INCIDENT**

On June 11, 2020 the City Manager entered into a Master Services Agreement and Statement of Work dated June 10, 2020, as amended, with Arete to provide cybersecurity consulting, data breach remediation, digital forensics, cybersecurity compliance, and other cybersecurity services.

The specific statement of work includes:

- Communicate and negotiate for ransomware decryption keys as directed by the City and legal counsel and work with the City to decrypt the data,
- Conduct a forensics analysis to determine the scope of attack and whether there was exfiltration of data, and
- Deploy and monitor SentinelOne software to validate and ensure that no additional malware or unauthorized access remains on the City's network.

The engagement is estimated to cost \$36,230.

As part of the negotiations the City agreed to pay \$48,000, plus a 2% transaction fee, to receive the necessary decryption keys, this amount was covered and paid by the City's cybersecurity insurance provider.

The City was able to recover all of the critical data and is in the process of repairing or replacing network infrastructure damaged by the information security incident.

The forensic investigation is ongoing and further information will be presented when complete.

RECOMMENDATION:
Adopt the attached Resolution.

Please let me know if you have any questions. Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

RATIFYING CITY MANAGER'S SIGNING OF MASTER
SERVICES AGREEMENT WITH ARETE ADVISORS FOR
MATTERS RELATED TO INFORMATION SECURITY INCIDENT

WHEREAS, an information security incident occurred in early June 2020;

WHEREAS, the special legal counsel, Lewis Brisbois Bisgaard & Smith LLP, proposed
a consultant that specialized in this type of incident to assist the City in the matter;

WHEREAS, the City Manager declared the information security incident an emergency
and under the terms of the Local Contract Bidding Ordinance on June 11, 2020 exempting this
incident from the bidding rules;

WHEREAS, the City Manager signed the Master Services Agreement with Arete
Advisors on June 11, 2020 and amended the agreement on June 17, 2020;

WHEREAS, the Council finds it is appropriate to ratify the signing of the Master
Services Agreement by the City Manager;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the signing of the
Master Services Agreement with Arete Advisors by the City Manager is hereby ratified.

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

3 PASSED this _____ day of _____, 2020.

4

5 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

CITY COUNCIL MEETING: July 20, 2020

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

**SUBJECT: RESOLUTION RATIFYING CITY MANAGER'S
EXECUTION OF ENGAGEMENT LETTER WITH LEWIS
BRISBOIS BISGAARD & SMITH LLP (LEWIS BRISBOIS) IN
CONNECTION WITH AN INFORMATION SECURITY
INCIDENT**

On June 11, 2020 the City Manager engaged Lewis Brisbois to represent the City in connection with an information security incident.

The engagement included the facilitation of a forensics investigation, an assessment of consumer and regulatory notification obligations and, if necessary, drafting of notification letters to affected consumers and appropriate regulators, facilitation of remediation services like credit monitoring or identity monitoring for affected consumers and interfacing with regulators.

The engagement is estimated to cost between \$10,000 - \$15,000.

RECOMMENDATION:

Adopt the attached Resolution.

Please let me know if you have any questions. Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

RATIFYING CITY MANAGER'S SIGNING OF ENGAGEMENT
LETTER WITH LEWIS BRISBOIS BISGAARD & SMITH LLP AS
SPECIAL LEGAL COUNSEL FOR MATTERS RELATED TO
INFORMATION SECURITY INCIDENT

WHEREAS, an information security incident occurred in early June 2020;

WHEREAS, the law firm of Lewis Brisbois Bisgaard & Smith LLP has the experience in
this type of law and submitted an engagement letter for signature;

WHEREAS, the City Manager signed the engagement letter with Lewis Brisbois
Bisgaard & Smith LLP to act as special legal counsel for the information security incident on
June 11, 2020;

WHEREAS, the Council finds it is appropriate to ratify the signing of the engagement
letter by the City Manager;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the signing of the
engagement letter with Lewis Brisbois Bisgaard & Smith LLP by the City Manager, a copy of
which is attached, is hereby ratified.

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

PASSED this _____ day of _____, 2020.

SIGNED this _____ day of _____, 2020.

Mayor

City Recorder



Sean B. Hoar
888 SW Fifth Avenue, Suite 900
Portland, Oregon 97204-2025
Sean.Hoar@lewisbrisbois.com
Direct: 971.712.2795

June 10, 2020

File No. new

VIA EMAIL

Chris Eppley, City Manager
City of Keizer
930 Chemawa Rd. NE
Keizer, OR 97303
Email: eppleyc@keizer.org

Re: Engagement Letter

Dear Mr. Eppley:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("Lewis Brisbois" or "the Firm") and City of Keizer ("City of Keizer"); 2) define the scope of the Firm's representation of City of Keizer; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms.

Scope of Engagement. Lewis Brisbois is to represent City of Keizer in connection with an information security incident. This may involve the facilitation of a forensics investigation, an assessment of your consumer and regulatory notification obligations and, if necessary, drafting of notification letters to affected consumers and appropriate regulators, facilitation of remediation services like credit monitoring or identity monitoring for affected consumers, and interfacing with regulators. This letter confirms Lewis Brisbois' representation of City of Keizer for these purposes.

Terms of Engagement. When undertaking representation, we think it is critical that our clients and the firm share the same understanding of the attorney-client relationship. To that end, I am enclosing a copy of our "Standard Terms of Engagement for Legal Services" brochure, which describes in greater detail the basis on which we provide legal services to our clients. As supplemented by this letter, the "Standard Terms of Engagement for Legal Services" comprises our engagement agreement. Therefore, I ask that you review it carefully and contact me promptly if you have any questions about our relationship. Unless later varied, our engagement agreement will also apply to any subsequent matters we handle for you.

Legal Fees. Fees for services are based on a variety of factors including, for example, time and effort involved, the experience of those doing the work, the complexity of the matter and the amount involved. Of these and other considerations, the time devoted and the experience of those providing the services will be given the most weight. Our hourly rates as authorized by your cyber insurance carrier, CIS, will be \$375 for Partners, \$275 for Associates, and \$150 for Paralegals.

City of Keizer
June 10, 2020
Page 2

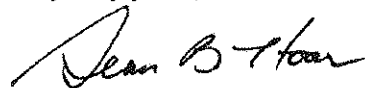
Advance Fee Deposit. No retainer is being requested at this time. However, if our legal fees are not paid in a timely manner, we may request that you provide an advance fee deposit equal to the outstanding legal fees. If that occurs, the advance fee deposit will be placed in a trust account for your benefit. Unless otherwise agreed, the advance fee deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary any remaining balance will be returned to you. If the advance fee deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Attorney-Client Privilege. Please be aware that many communications between you and our lawyers and others from the firm are protected by the attorney-client privilege. Although we do not, as a matter of course, stamp all communications "Attorney-Client Work Product and Privileged," you should treat them as such. Any privileged information between us should be protected from inadvertent or intentional disclosure to third parties. Such disclosure may waive the attorney-client privilege. This admonition includes our billing statements, which may contain references to or summarize legal advice we have provided to you.

Communication. We believe very strongly in maintaining an open line of communication with each other at all times. This allows us to better serve you and keep you fully informed regarding the status of the work we are performing on your behalf. For example, we will provide you with copies of all correspondence in connection with your file. Our normal office hours are Monday – Friday, 7:30 a.m. to 5:30 p.m. I can be reached directly at any time on either my office number, 971.712.2795, or my cell phone number, 503.459.7707.

I hope the information contained in this letter is helpful. I am pleased that you are entrusting your work to us, and we will do our best to provide you with prompt, high quality, cost-effective legal counsel. Please feel free to call me should you ever have any questions or concerns.

Very truly yours,



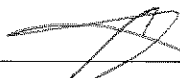
LEWIS BRISBOIS BISGAARD & SMITH LLP

Accepted and agreed to by:

Name (signature):

Name (printed):

Title:



Christopher C. Eppley

City Manager

Enclosed: "Standard Terms of Engagement for Legal Services"

Approved as to form:

 6-10-20

Keizer City Attorney

LEWIS BRISBOIS BISGAARD & SMITH LLP

www.lewisbrisbois.com



Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement or superseded by contrary controlling law, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file. When the terms "firm," "our," "us," and "we" are used below, they refer to Lewis Brisbois Bisgaard & Smith LLP.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Our firm will provide the services requested, keep you informed of developments and progress in the matter, and respond promptly to your inquiries. You agree to be truthful and cooperative and apprise us of all developments relating to your needs and our services, to be available to attend all requested appearances and depositions, settlement negotiations or court appearances, to attend meetings when requested by us, and to keep us apprised of any change in address or telephone numbers. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that our client is the person or entity identified in our engagement letter and does not include any affiliates or constituents of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association), whether or not any such affiliate or constituent is operationally integrated with the person or entity identified in our engagement letter as our client.

Preservation of Documents, Including Electronically Stored Information

You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is your responsibility, and it is important that you take all necessary and reasonable steps to preserve this information. We can provide written document preservation directives or "legal holds" if they would be of assistance. We are also available to discuss the scope of your obligations and to provide advice or recommendations in this regard.

Consent to Electronic Communications

In order to increase our efficiency and responsiveness, we endeavor to use state of the art communication devices (e.g. email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe that the efficiencies involved in the use of these devices outweigh the risk of accidental

disclosure. By agreeing to these terms you consent to the use of these electronic communication devices.

Consent to In-House Attorney-Client Privilege

From time to time questions arise as to our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. When such issues arise we often seek the advice of our General Counsel who has been given the responsibility within the firm for providing advice in matters involving professional conduct. We consider such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been a few court decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and the firm and that our consultation with the firm's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with the firm's counsel.

We believe that it is in our clients' interest, as well as the firm's interest, that, in the event legal ethics or related issues arise during a representation, we are able to promptly and confidentially obtain advice regarding our obligations. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is appropriate to consult with our firm counsel (either the firm's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our contemporaneous representation of you shall not result in a waiver or invalidation of any attorney-client privilege that the firm has to protect the confidentiality of our communications with counsel.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area, or lawyers who are licensed in a state in which a particular issue arises, or for the purpose of providing services on an efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

In determining the amount to be charged for the legal services we provide to you we will consider:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;

- The experience, reputation and expertise of the lawyers performing the services; and
- The extent to which office procedures and systems have produced a high-quality product efficiently.

Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These rates are adjusted periodically to reflect current levels of legal experience, changes in overhead costs, and other market factors. These hourly rates may vary, depending on the client, the nature of the matters involved, or other circumstances.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), upon request, we may quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client.

Any flat fee arrangement will be expressed in a letter or an email message that sets forth both the amount of the fee and the scope of the services to be provided. In undertaking representation of a client with a personal injury or wrongful death claim or certain other matters, we will, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement must be reflected in a written contingent fee agreement.

Additional Charges/Third Party Services

Typically, we will charge our clients not only for legal services rendered, and for our out-of-pocket expenses incurred, but also for other ancillary services provided. Examples include charges for in-house messenger deliveries, computerized research services, the use of our facsimile and photocopy machines, discovery data handling and hosting and litigation support services. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the service is difficult to establish. While we are constantly striving to maintain these charges at rates which are the same as or lower than those maintained by others in our markets, in some instances, the amounts charged exceed the actual costs to the firm. We would be pleased to discuss the specific schedule of charges for these additional services and to answer any questions.

In some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you. This often occurs with certain third party services facilitated by us, such as forensic or other technology services. We can advance routine expenses for individual items that cost less than \$1,000 but will refer items that cost more directly to you for payment. In the event third party services are engaged by us, on your behalf and with your written approval, you agree to pay an outside vendor invoice directly, and if you fail to do so, you agree to defend and indemnify us with respect to any claim, demands or suit brought against us as a result of your

failure to pay such invoice. Payment directly by us of any such expense shall not be construed as a waiver of our right to require you in the future to pay any similar expense directly.

Advance Fee Deposits

New clients of the firm are commonly asked to deposit an advance fee deposit with the firm. If an advance fee deposit is requested, the engagement is contingent on receipt of that advance fee deposit. You hereby grant us a security interest in any advance fee deposit with us and in any other funds we hold on your behalf to secure your obligations to us under this agreement. The advance fee deposit is often equal to our estimate of the fees and costs likely to be incurred during a two-month period. Unless otherwise agreed, the advance fee deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit has become unnecessary or has been appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including advance fee deposits, will be placed in a trust account for your benefit. As required by court rule or statute in each jurisdiction in which the firm has an office, your deposit will be placed in a pooled account if it is not expected to earn a significant net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By court rule or statute in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation or other non-profit entity established in accordance with such court rule or statute. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination; Retention and Disposition of Documents

You may terminate our representation at any time, with or without cause. Our right or obligation to terminate our representation is subject to the rules of professional conduct for the applicable jurisdiction in which we practice, which list several types of conduct or circumstances that require or permit us to withdraw from a representation, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, failure to cooperate, taking action contrary to our advice and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if we decide to withdraw, we usually give written notice of our withdrawal.

Unless previously terminated by you or us, the attorney-client relationship will be considered terminated upon our sending you the invoice that describes the final legal services for all matters that you have retained us to perform. You will not thereafter be considered a current client because you remain on a firm mailing list or have appointed an affiliate of the firm to serve as your registered agent or because the firm retains possession of certain of your papers or other property received in connection with the prior engagement or is identified as a required recipient of notices under a contract to which you are a party. If you later retain us to perform further or additional legal services, our attorney-client relationship will be revived subject to our standard terms of engagement in effect at that time.

Upon your request after the earlier of the termination of the attorney-client relationship or conclusion of the matter, we will return to you any original documents and other property you provided to the firm in connection with the matter. If you do not request your documents, unless you make written arrangements with us to the contrary (e.g. such as to retain your original will or other documents in our vault or otherwise), we reserve the right to destroy or otherwise dispose of them for various reasons, including the minimization of unnecessary storage expenses, or for no reason, without further notice to you at any time after ten years following the date of the final invoice to you with respect to the matter.

The remainder of the file pertaining to the matter will be retained by the firm and will remain its property. If, upon your request, we agree to provide you with copies of certain documents from our file pertaining to the matter, you agree to pay the copying costs.

You agree that for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of the firm's file pertaining to the matter at any time after ten years following the date of the final invoice to you with respect to the matter.

Post-Engagement Matters

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Billing Arrangements and Terms of Payments

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 30 days after receiving our statement. Unpaid fees and disbursements accrue interest at the maximum rate permitted by state law (non-compounded), but not exceeding 1% per month from the beginning of the month in which they became overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no interest will be charged.) If we accept late payment of any invoice without interest, we do so without waiving any claim in the future for interest on other invoices. If you timely object in writing to a portion of a statement, you agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming you have waived your right to contest the unpaid portion of the bill.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, you agree that we may withdraw from the representation and pursue collection of your account. You agree to pay the expenses of collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

Related Proceedings

If any claim is brought against the firm or any of its personnel based on your negligence or misconduct, if we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of our communications in any proceeding, you agree to reimburse us for any resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has terminated.

Choice of Law/Forum Selection

The engagement letter is deemed to have been executed, and is intended to be performed in the state of Oregon, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the state of Oregon. The venue for the judicial resolution of such dispute shall be proper only within the state of Oregon.

Your Right to Arbitrate

If you disagree with the amount of our fee, or if you have any complaint about the services rendered by us, please take up the question with your principal attorney contact or with the firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. If a fee dispute is not readily resolved, you have the right to request arbitration under supervision of the bar associations for the jurisdictions in which we practice, and we agree to participate in that process.

Complete Agreement

As referenced in and supplemented by the engagement letter, these standard terms of engagement comprise our engagement agreement. No change to this agreement shall be effective unless and until confirmed in writing by you and the firm. There are no promises, terms, conditions or obligations other than those contained herein, and this agreement supersedes all previous communications, representations, or other agreements, either oral or written, between you and the firm.

Thank you for choosing Lewis Brisbois Bisgaard & Smith LLP to represent you in this matter.

CITY COUNCIL MEETING: July 20, 2020

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH ARETE ADVISORS FOR THE SENTINELONE ENDPOINT PROTECTION PLATFORM SUBSCRIPTION

The City of Keizer would like to enhance information technology endpoint security by changing virus protection service providers. The City has identified that SentinelOne will meet the City's needs by providing endpoint prevention, detection and response services in real time. In addition, the software will provide for device and firewall control for all networked information technology assets.

ISSUES AND FISCAL IMPACT:

The subscription service is for 36 months with a one-time cost of \$12,418.56.

The City will not be renewing the existing virus protection software costing approximately \$3,900 per year.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution authorizing the Finance Director to enter into an agreement with Arete Advisors for SentinelOne Endpoint Protection Platform Subscription

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO
AGREEMENT WITH ARETE ADVISORS FOR THE SENTINELONE
ENDPOINT PROTECTION PLATFORM SUBSCRIPTION

WHEREAS, the City has been utilizing a virus protection software for several
years;

WHEREAS, staff has identified that the Sentinelone Endpoint Protection
Platform will meet the City's needs by providing endpoint prevention, detection and
response services in real time;

WHEREAS, the Sentinelone Endpoint Protection Platform will provide for device
and firewall control for all networked information technology assets;

WHEREAS, the Council has reviewed the matter and determined that it is
appropriate to enter into an agreement with Arete Advisors for the Sentinelone Endpoint
Protection Platform subscription;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance
Director is authorized to sign the attached agreement with Arete Advisors for the
Sentinelone Endpoint Protection Platform subscription.

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

3 PASSED this _____ day of _____, 2020.

4

5 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

QUOTE

Customer:	City of Keizer
	930 Chemawa Rd NE
	Keizer, Oregon 97303

Prepared for:	Bill Hopkins
Phone:	503.390.3700
Email:	hopkinsb@keizer.org

Date:	July 2, 2020
Quote Expires:	July 31, 2020
Quote ID	202072-0118A

Prepared by:	Jennifer Gemma
Phone:	813.545.0543
Email:	jgemma@areteir.com

Code	Description	Sub Mos	Qty (Seats)	Unit Price	Disc	Unit Net Price	Extended Net Price
CTL-501-ED-12	SentinelOne Endpoint Protection Platform Subscription with Control Capabilities, Professional (Standard 9x5, email/web) Support Plan, Platform Updates and Upgrades	36	160	\$141.12	45%	\$77.62	\$12,418.56
RW-00	Ransomware Warranty	36	0	\$0	0%	\$0.00	\$0.00

Grand Total: \$12,418.56
Payment Terms: Net 30
Instructions:

Sign this Quote (or create a Purchase Order referencing the above Quote ID) and email it to sales@areteadvisorsinc.com

TERMS AND CONDITIONS

This Quote and these associated terms and conditions constitute a binding agreement ("Agreement") between the Customer identified herein ("Customer") and Arete Advisors, LLC ("Arete"), which shall become effective upon the receipt of a purchase order ("Purchase Order" or "PO") from Customer. In the event of a conflict between the provisions of this Agreement and any provisions contained in any Purchase Order, the provisions of these terms and conditions shall govern. This Agreement supersedes any previous or contemporaneous communications, statements, or understandings between the parties and can be amended or modified only by means of a written document that expressly purports to amend this Agreement. The terms and conditions on any separate order form or similar document Customer may submit to Arete are rejected by Arete and will have no legal effect.

1. Acceptance. All POs are subject to acceptance by Arete, and Arete reserves the right to reject a PO in its sole discretion. A PO shall be deemed to be accepted by Arete, however, unless Arete notifies Customer of Arete's rejection within five (5) business days of Arete's receipt of the PO.

2. Payment Terms. Arete will issue an invoice against a PO after shipment. All amounts invoiced shall be due and payable net thirty (30) days from the date of invoice. All payments shall be made to Arete in US dollars via wire transfer or in such other manner as Arete shall reasonably designate. Based on its assessment of Customer's financial situation and/or payment history, Arete may refuse to extend credit terms to Customer, in which case Arete may reject a PO or require advance payment or other indication of security as a condition of acceptance and order fulfillment. In the event any payment to be made hereunder is overdue, such payment shall accrue interest at the rate of one and one-half percent (1.5%) per month or, if it is lower than this, the maximum percentage permitted by law, and in addition, if Arete incurs any legal or collection fees cost in connection with enforcing payment obligations hereunder, Customer shall reimburse Arete for all such costs reasonably incurred.

3. Taxes. Prices stated on a PO do not include any taxes or other governmental charges, including, without limitation, import or export duties, value-added, sales, use or privileges taxes, or excise or similar taxes levied by any government, now or hereafter enacted. **Depending on your tax jurisdiction, taxes may be added (at the applicable rate) when your order is invoiced.**

4. Compliance with Laws; Export. Customer shall comply with all laws (including but not limited to those relating to payments to officials and to the control of imports and exports) that may be applicable to Customer's import, use, transfer, resale, export or re-export of the Service and shall obtain all licenses, approvals and permits required under applicable laws to import, export, or use the Service and make the payment of fees under the PO. Without limiting the generality of the foregoing, Customer hereby acknowledges that the Service is subject to export controls under the laws and regulations of the United States.

5. General. Any waiver, amendment or modification of any right, remedy or other term set forth in these terms and conditions will not be effective unless in writing and signed by an authorized person of the party against whom enforcement is sought. Any modifications of these terms and conditions must make specific reference to the provision(s) hereof to be so modified, and must be in writing and signed by both parties. The validity, interpretation, and performance of a PO and these terms and conditions shall be controlled by and construed under the law of Florida. Exclusive jurisdiction of all disputes arising out of or in connection with these terms and conditions and/or a PO or the performance or breach of either shall reside in the appropriate court in Palm Beach County, Florida, USA. Each PO together with these terms and conditions constitutes the entire agreement between the parties as to the subject matter hereof and supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. Nothing herein is intended, however, to limit the effectiveness of any End User License Agreement (EULA) or Terms of Service.

Signature: _____

Date: _____

Name and Title: _____

CITY COUNCIL MEETING: July 20, 2020

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: EPROSECUTOR USAGE AGREEMENT

The City has been accessing the Marion County District Attorney's DACMS system since 2014. Marion County has updated its system and has requested that the City sign a new agreement for its eProsecutor system which will allow the Police Department access for the purpose of viewing and printing data that is stored on portions of its database. There is no cost to the City at this time. The agreement has a provision that advance notice will be given if there is to be a cost to the City. Staff believes that access to this database continues to be a benefit to the Police Department.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager and the Chief of Police to enter into the eProsecutor Usage Agreement.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

AUTHORIZING CITY MANAGER AND CHIEF OF POLICE TO
ENTER INTO EPROSECUTOR USAGE AGREEMENT WITH
MARION COUNTY

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City of Keizer and Marion County entered into that certain
DACMS Usage Agreement in 2014;

WHEREAS, Marion County has updated its DACMS system and requested that
the City of Keizer enter into a new agreement for the new system;

WHEREAS, the City of Keizer and Marion County wish to enter into that certain
eProsecutor Usage Agreement in which Marion County will provide access to a portion
of the District Attorney's Case Management System referred to as eProsecutor to the
Keizer Police Department;

WHEREAS, the City Council of the City of Keizer has considered this matter and
wishes to move forward with such agreement;

WHEREAS,

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager and Chief of Police are authorized to enter into the eProsecutor Usage
Agreement attached as Exhibit "A" and by this reference incorporated herein.

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

3 PASSED this _____ day of _____, 2020.

4 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

**eProsecutor
USAGE AGREEMENT**

This Intergovernmental Agreement (hereinafter the "agreement") is made by and between Marion County, a political subdivision of the state of Oregon, acting by and through its District Attorney's office (hereinafter the "County"), and the City of Keizer (hereinafter, "Agency"), an Oregon municipal corporation, acting by and through its Police Department (hereinafter the "Keizer Police Department") collectively referred to herein as the "Parties," for the purpose of allowing Keizer Police Department to access and print case information from the County's District Attorney's eProsecutor system (hereinafter "ePros").

RECITALS

- A. The County and Keizer Police Department are both public bodies engaged in providing municipal services, including law enforcement, to their citizens; and
- B. The County maintains a records management system referred to as ePros which is utilized in providing law enforcement services; and
- C. The County wishes to allow approved employees of Keizer Police Department with access to ePros: "read only" access for the purpose of viewing and printing data that is stored on certain portions of the County's ePros database. Keizer Police Department's use of ePros shall be solely for law enforcement purposes; and
- D. The Parties find that the performance of this Agreement will benefit the public; and
- E. This Agreement is entered into pursuant to Oregon Revised Statutes Chapter 190.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein, the County and Keizer Police Department agree as follows:

- 1. Keizer Police Department's **OBLIGATIONS:**
 - 1.1 Keizer Police Department shall ensure that any and all employees accessing ePros (hereinafter "Authorized Users") shall utilize an exclusive username and password.
 - 1.2 Keizer Police Department shall submit a written list of all Authorized Users of ePros to the Marion County District Attorney for approval. Such written list shall contain each Authorized User's unique username for accessing ePros. Keizer Police Department acknowledges that the County has complete discretion to deny access to any employee.
 - 1.3 Keizer Police Department agrees to follow all applicable statutes, rules, and court orders regarding the use of ePros.
 - 1.4 Keizer Police Department agrees that it is responsible for its Authorized Users' proper use of ePros and for the safekeeping of all usernames and passwords.
 - 1.5 Keizer Police Department agrees to notify the Marion County District Attorney or the designee immediately if any unauthorized use of ePros by an employee is found or suspected. Keizer Police Department acknowledges that any suspected misuse of ePros may result in the suspension of its access to and use of ePros.
 - 1.6 Keizer Police Department agrees that the County may/will monitor all access to and use of ePros by its Authorized Users.
 - 1.7 Keizer Police Department agrees to take any and all reasonable steps to ensure that any computer used to access ePros contains no malicious computer code or virus that might be harmful to ePros.
 - 1.8 Keizer Police Department agrees to update its contact information and Authorized User list required in Subsection 1.2 when any information set forth therein changes. Keizer

Police Department will promptly provide updated information to the Marion County District Attorney or her designee for approval.

- 1.9 Keizer Police Department is solely responsible for ensuring that its equipment is compatible with the requirements needed to upload information into ePros, or to view or print information contained in ePros.
- 1.10 Keizer Police Department shall ensure that all internet connections and firewalls used in accessing/or viewing ePros are secure.
- 1.11 Keizer Police Department shall train its Authorized Users on the proper use of ePros.
- 1.12 Keizer Police Department shall ensure that any access and use of ePros is done in conformance with current case law.
- 1.13 Keizer Police Department is solely responsible for training its Authorized Users in the lawful use of ePros.
- 1.14 Keizer Police Department understands and agrees that ePros may contain errors and uses any information or report contained in ePros at its own risk.
- 1.15 Keizer Police Department understands and agrees that ePros may be unavailable at times due to regularly scheduled maintenance or unexpected system problems. The County disclaims any liability due to the unavailability of ePros.
- 1.16 Upon termination of this Agreement, Keizer Police Department agrees to take all necessary steps to sever any access to ePros by its Authorized Users and to restore any needed firewalls.
- 1.17 Keizer Police Department is not required to pay any licensing costs associated with its use of ePros at this time. If it is determined that additional licensing costs arise for Keizer Police Department use of ePros software, County will, to the extent possible, provide Keizer Police Department with advance notice so that Keizer Police Department may plan appropriately. Keizer Police Department agrees to pay any additional licensing costs associated with its use of ePros software.

2. COUNTY'S OBLICATIONS:

- 2.1 The County agrees to allow County-approved Authorized Users of Keizer Police Department with "read only" access to ePros for the purpose of viewing and printing data that is stored on certain portions of the County's ePros database.

3. TERM AND TERMINATION:

- 3.1 This Agreement shall be effective upon the date of execution by both Parties. If the Parties sign on separate dates, the later date shall be the effective date. This Agreement shall remain in effect for five (5) years unless terminated as provided herein.
- 3.2 The County may, in its sole discretion, for any or no reason, and without notice, terminate this Agreement and take all necessary steps to stop Keizer Police Department access to ePros. The County shall not be liable to Keizer Police Department for any third party for any termination of access to ePros.
- 3.3 Keizer Police Department may terminate this Agreement for any or no reason upon not less than ten (10) days' prior written notice for the County.

4. INDEMNIFICATION:

- 4.1 Keizer Police Department agrees to defend, indemnify, and hold harmless County, its officers, agents and employees from damages arising out of the tortious acts of the Keizer Police Department, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- 4.2 Likewise, the County agrees to defend, indemnify, and hold harmless Keizer Police Department, its officers, agents, and employees from damages arising out of the tortious

acts of the County, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitation and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

- 4.3 Nothing in this agreement shall be deemed to limit the right of either party to make a claim against the other for damages and injuries incurred by one party as a result of the actions of the other party's officers, agents and employees.
- 4.4 Each party shall maintain insurance of self-insurance for general liability. Each party shall provide worker's compensation insurance in compliance with ORS Chapter 656 for all employees performing work under this agreement.

5. **DISCLAIMER OF WARRANTIES:** The use of any material or information downloaded, printed or otherwise obtained from ePros is at Keizer Police Department own discretion and risk, and Keizer Police Department will be solely responsible for any damage to Keizer Police Department computer system or loss of data that may result from the use of ePros.

6. **NOTIFICATIONS:** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

If to the County:

Paige Clarkson
Marion County District Attorney's Office
PO Box 14500
Salem, OR 97309

If to Keizer Police Department

John Teague, Chief
Keizer Police Department
PO Box 21000
Keizer, OR, 97303

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by United State mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

7. **GENERAL PROVISIONS:**

- 7.1 Each Party working under this Agreement is either an employee that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each Party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.
- 7.2 This Agreement represents the entire integrated agreement between the Parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the Parties.
- 7.3 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 7.4 Keizer Police Department agrees that it shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. Keizer Police Department agrees that no person shall, on the grounds of

- IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

MARION COUTY:


Marion County District Attorney

 7/8/2020
Date

Jan Fritz
Chief Administrative Officer

APPROVED AS TO FORM:

Marion County Contracts

Marion County Legal Counsel

CITY COUNCIL MEETING: July 20, 2020

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: REPEAL OF RESOLUTION (EXEMPTION OF AGREEMENT
FOR CARVING OF SECOND KEIZER CULTURAL HISTORY
POLE)**

This matter was before the Council on June 15, 2020. The Council exempted the carving of the second history pole from competitive bidding and awarded the agreement to Oregon 3D Art and Chainsaw Sculptures LLC. Upon submittal of the agreement to Oregon 3D Art and Chainsaw Sculptures LLC, it was determined that they would not be able to carve the pole in the timeline desired.

Upon further review of the City's contract bidding rules, it has been determined that contracts with artists are already exempt from solicitation rules and procedures and that no further exemption is required for this project. Therefore, staff believes that repealing Resolution R2020-3088 is appropriate.

The Keizer Public Arts Commission members are reviewing another artist referred by Oregon 3D Art and will provide further information on that soon.

RECOMMENDATION:

Adopt the attached Resolution.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

REPEAL OF RESOLUTION R2020-3088 (EXEMPTION OF PROFESSIONAL SERVICES AGREEMENT FOR CARVING OF KEIZER CULTURAL HISTORY POLE FROM COMPETITIVE BIDDING AND AWARDING AGREEMENT TO OREGON 3D ART AND CHAINSAW SCULPTURES LLC)

WHEREAS, the City Council adopted Resolution R2020-3082 (Approving the Elements and Concept for the Carving of the Second Story Pole) on June 1, 2020;

WHEREAS, as local contract review board for the City of Keizer, the City Council adopted Resolution R2020-3088 (Exemption of Professional Services Agreement for Carving of Keizer Cultural History Pole from Competitive Bidding and Awarding Agreement to Oregon 3D Art and Chainsaw Sculptures LLC) on June 15, 2020;

WHEREAS, upon submittal of the contract to Oregon 3D Art and Chainsaw Sculptures LLC, it was determined that Oregon 3D Art and Chainsaw Sculptures LLC was unable to complete the project due to time availability;

WHEREAS, it has been determined that pursuant to Ordinance 2005-519 (Establishing Rules of Procedure for Public Contracting and Personal Services Contracts) that contracts with artists are exempt from solicitation rules and procedures and therefore no further exemption is required for this project;

NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that Resolution
 2 R2020-3088 (Exemption of Professional Services Agreement for Carving of Keizer
 3 Cultural History Pole from Competitive Bidding and Awarding Agreement to Oregon
 4 3D Art and Chainsaw Sculptures LLC) is repealed in its entirety.

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

7 PASSED this _____ day of _____, 2020.

8

9 SIGNED this _____ day of _____, 2020.

10

11

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 Mayor

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15

16

 City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, July 6, 2020
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:	Staff:
Cathy Clark, Mayor	Chris Eppley, City Manager
Kim Freeman, Councilor	Shannon Johnson, City Attorney
Daniel Kohler, Councilor	Shane Witham, Community Development
Marlene Parsons, Councilor	Bill Lawyer, Public Works Director
Elizabeth Smith, Councilor	John Teague, Police Chief
Roland Herrera, Councilor	Tim Wood, Finance Director
Laura Reid, Councilor	Tracy Davis, City Recorder

FLAG SALUTE Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

COMMITTEE REPORTS

a. Volunteer Coordinating Committee Recommendations for Appointment – Keizer Public Arts Commission and Keizer Points of Interest Committee

City Manager, Chris Eppley, reported that following publication of notice of vacancies on the Keizer Points of Interest Committee (KPIC) and the Public Arts Commission (KPAC) and acceptance of testimony from applicants, the Volunteer Coordinating Committee unanimously recommended Kathleen Engles to fill position 6, on KPIC and Andrea Madison, Beth Melendy and Michele Roland-Schwartz for to fill positions 2, 5 and 1 respectively on KPAC.

Councilor Freeman moved that the Keizer City Council accept the Volunteer Coordinating Committee recommended appointments.
Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

PUBLIC TESTIMONY

Paul Richard Rodriguez, Keizer, reviewed details of the Keizer Station Local Improvement District and suggested that if the bonds were refunded it would benefit those within the District. Finance Director Tim Wood explained the complex process necessary to renegotiate noting that assessments would go down so the City could potentially lose

money in receipts as well as having to incur the cost of Bond Counsel.

Eric Howald, Keizer, invited the public to the 'Keizer Pandemic Project' on Saturday, July 11, which will document history of the current pandemic through interviews and personal stories.

PUBLIC HEARING

a. Cherry's Nagani – Liquor License Application (Change of Ownership)

Mayor Clark opened the Public Hearing.

City Manager Chris Eppley read his staff report.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Freeman moved that the Keizer City Council recommend approval of the application for Cherry's Nagani under the guidelines established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Keizer Development Code (KDC) Amendments - Section 3.106, Section 3.107, and Section 3.108

Mayor Clark opened the Public Hearing.

Interim Community Development Director Shane Witham summarized his staff report, fielded questions from Council and provided clarification.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Freeman moved to direct staff to prepare an ordinance with findings to adopt the proposed revisions. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. Charter Revisions – Continued

Mayor Clark reopened the Public Hearing.

City Attorney Shannon Johnson summarized his staff report. Mayor Clark urged everyone to take the time to read the comments included in the packet.

Pat Fisher, Keizer, explained that although she was a member of the Charter Review Committee, she was speaking tonight as an individual citizen. She thanked Mr. Johnson, his assistant Tammie Harms, and Chair Elizabeth Smith for well-organized meeting materials and smooth and inclusive meeting management and expressed support for removal of Section 44 from the Charter. She urged Council to immediately take up the issue of inclusivity and non-discrimination by resolution or

administrative policies and reach out to the community regarding the possibility of changing the method of electing City Councilors so that Council membership reflects a variety of views within Keizer.

Councilor Herrera expressed the opinion that the City owes the community an apology for having Section 44 in the Charter for so long.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Freeman moved that the Keizer City Council direct staff to return with the Charter revision with the suggested changes as shown in the fifth column of the matrix. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. ORDINANCE – Declaring a Local State of Emergency in the City of Keizer as a Result of COVID-19 Pandemic; Declaring an Emergency

Mr. Johnson read his staff report pointing out specifically Section 3E, the Oregon Health Authority requirement, noting that it will be up to Council to decide if they want to require masks in the Chambers. Lengthy discussion followed regarding the mask requirements.

Councilor Freeman moved that the Keizer City Council adopt a Bill for an Ordinance Declaring a Local State of Emergency in the City of Keizer as a result of Covid-19 Pandemic; Declaring an Emergency; removing Subsection 3E. Councilor Herrera seconded.

Councilors Herrera and Reid voiced support for wearing masks in response to this crisis and as a duty of a responsible citizen.

Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council supported posting signage requesting that masks be worn if social distancing cannot be maintained.

b. ORDINANCE – Relating to Participation by the City of Keizer in an ORS 190 Agreement to Support the

Mr. Johnson summarized his staff report. Mayor Clark provided additional details.

Councilor Freeman moved that the Keizer City Council adopt a Bill for an Ordinance Relating to Participation by the City of Keizer in an ORS 190 Agreement to Support the Mid-Willamette Valley Homeless Alliance; Declaring an Emergency. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

- Mid-Willamette Valley Homeless Alliance; Declaring an Emergency** ABSTENTIONS: None (0)
ABSENT: None (0)
Mr. Johnson pointed out that the agreement allows for appointment of a representative. Mayor Clark indicated that she would continue to represent the Alliance and the 190 Board.
- c. ORDINANCE – Regulating Parking and Establishing Enforcement Procedures; Repealing Ordinance 2017-774** Mr. Johnson summarized his staff report, fielded questions and provided clarification. Mr. Witham and Chief Teague also provided information regarding situations where would-be violators simply drive their vehicle around the block and then re-park it.
Councilor Freeman moved that the Keizer City Council adopt a Bill for an Ordinance Regulating Parking and Establishing Enforcement Procedures; Repealing Ordinance 2017-774. Councilor Herrera seconded.
Councilor Smith urged people to address parking violations through their Homeowners' Association. Mr. Eppley suggested using neighbor to neighbor contact to get to know neighbors and resolve issues.
Motion passed unanimously as follows:
AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)
- RESOLUTION – Establishing Administrative Fee Relating to Parking Violation Impounds; Repeal of Resolution R2017-2783** Councilor Freeman moved that the Keizer City Council adopt a Resolution Establishing Administrative Fee Relating to Parking Violation Impounds; Repeal of Resolution R2017-2783. Councilor Herrera seconded.
Mayor Clark asked if there were any comments from the audience. There were none.
Motion passed unanimously as follows:
AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)
- d. ORDINANCE – Repealing Ordinance Nos. 94-309, 94-310, 95-322, 2014-695, and 2014-** Mr. Johnson summarized his staff report and provided additional information.
Councilor Freeman moved that the Keizer City Council adopt a Bill for an Ordinance Repealing Ordinance No. 94-309, Ordinance No. 94-310, Ordinance No. 95-322, Ordinance No. 2014-695, and Ordinance No. 2014-696; Declaring an Emergency. Councilor Herrera seconded. Motion passed unanimously as follows:

**696; Declaring
an Emergency**

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**RESOLUTION –
Establishing
Administrative
Fee Relating to
Impounds**

Councilor Freeman moved that the Keizer City Council adopt a Resolution Establishing Administrative Fee Relating to Impounds for Vehicles Driven by Persons Under the Influence of Intoxicants, Uninsured, Driven by Unlicensed Drivers, Driving While Suspended, and Driving Without Driving Privileges. Councilor Herrera seconded.

Mayor Clark asked if there were any comments from the audience. There were none.

Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**CONSENT
CALENDAR**

- a. RESOLUTION – Certification of Delinquent Sewer Accounts
- b. RESOLUTION – Authorizing City Manager to Enter Into Cooperation Agreement for Community Development Block Grant Funds with Marion County
- c. RESOLUTION – Authorizing City Manager to Sign State of Oregon Grant Agreement (Grant No. 13003) for Peer Court Program
- d. Approval of June 1, 2020 City Council Regular Session Minutes
- e. Approval of June 8, 2020 City Council Work Session Minutes
- f. Approval of June 15, 2020 City Council Regular Session Minutes

Mayor Clark noted that she had listened to the June 1 and 15 Council meetings so would be voting on the Minutes.

Councilor Freeman moved that the Keizer City Council approve the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**COUNCIL LIAISON
REPORTS**

Councilor Kohler announced that the Community Dinners have been suspended through July and food boxes are being given away at St. Edward Catholic Church. He reported on the Chambers Greeters event, praised the Keizer Police Department, and announced upcoming meetings and events.

Councilor Reid reported on the League of Oregon Cities teleconferences and Keizer Heritage Foundation meetings, and urged everyone to donate to local food banks to take care of our citizens.

Councilor Freeman reported on the Community Dinner event, announced the cancelled Planning Commission meeting, the Marion County Commissioners breakfast, and availability of rental assistance funds.

Councilor Smith urged everyone to respond to phone calls from census takers and apologized for not having flags up for Independence Day.

Councilor Parsons announced openings on various volunteer committees and announced upcoming meetings and events.

Councilor Herrera reported on meetings and events that he had attended, announced upcoming ones and the cancellation of the Keizer Points of Interest Committee meeting, and wished all fathers a Happy Father's Day.

Mayor Clark thanked Councilor Freeman for chairing the last two council meetings while she was out of town and David Dahle for his Facebook Live work. She reported on events and meetings she had attended and announced upcoming ones.

OTHER BUSINESS Councilors Freeman and Kohler and Mayor Clark commended staff for shade sails at the Big Toy, improvements to area roadways and helpful contractors. Chief Teague, in response to inquiry, explained that there is no support from the State for illegal fireworks enforcement. He shared details from other communities noting that there were only a few incidents in Keizer and that Police warnings to violators were effective.

WRITTEN COMMUNICATIONS Mayor Clark read an email received from a resident asking about controlling the use of illegal fireworks. Mayor Clark indicated that she would contact the governor's office about banning fireworks.

AGENDA INPUT July 13, 2020 - 6:00 p.m. – City Council Work Session
 July 20, 2020 - 7:00 p.m. - City Council Regular Session
 August 3, 2020 - 7:00 p.m. - City Council Regular Session
 National Night Out – Tuesday, October 6

ADJOURNMENT Mayor Clark adjourned the meeting at 9:04 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

From: Rich Rodriguez <rich1rodriguez@gmail.com>

Subject: Good Evening Honorable Mayor, Council Members, and Esteemed Citizens...

Date: July 20, 2020 at 8:58:17 PM PDT

To: Laura Reid <reidl@keizer.org>

For the record.

Good Evening Honorable Mayor, Council Members, and Esteemed Citizens -

Tonight I am here to speak about sustainability. Sustainability for the City of Keizer

- As most of us know, the biggest challenge facing **humankind** is global climate change from the burning of fossil fuels.
- Two weeks ago or so I contacted the City and asked for a copy of the City's Sustainability Plan – and learned there is no Sustainability Plan for the City

This was a little unsettling. Ponder the following five points:

- Does the City know or track how much CO2 is being produced from its fleet of vehicles? What is the City's plan to reduce its fleet CO2 emissions? How will it be tracked?
- Does the City know how much natural gas is burned every year in the City? Does the City have a plan to reduce this? How will it be tracked?
- Does the City have a plan to increase the planting of trees to reduce urban heating effects? What are the City's plans to reduce urban Island heating effect?
- Does the City have an idea about how much CO2 is emitted from traffic along River Road every day? Does the City have a plan to reduce CO2 from vehicle traffic in the City? How will it be tracked?
- Does the City know and track how much energy it uses in the heating and cooling of City Hall? Does the City have a plan to reduce this energy? How will this be tracked?

The list of advantages to the City and its citizens for reducing energy use and CO2 is long. This includes reduced transportation operating expenses for the City, reduced City building energy use, improved City policing, and a more livable city perhaps through an expanded tree canopy.

To fully explore how the City can take advantages of these opportunities, I will be recommending the formation of a Sustainability Committee. The Committee should be tasked with recommending how to capture data for these emissions sources and energy usage — and how to reduce them.

These actions taken together should reduce operating costs to the City while creating a more livable City.

Over the coming months I will be working with each of you; council members, city staff, community schools, and businesses to formulate a draft charter for this vital Committee. The charter will then be presented to the Council for consideration and adoption.

This is some of the most important work we can do as stewards of our community, and our children's future. Moreover, this will improve the desirability and livability of the City of Keizer.

There is a Facebook Page, **Keizer Sustainability**. The Facebook Page, **Keizer Sustainability** will be a hub for activities leading to the charter presentation to the Council. I invite each of you in this room, and those watching in KeizerTV to join join in this initiative as we create a more livable, vibrant, and sustainable community. Together.

I'm pleased to take your questions.

Rich Rodriguez, MBA
Keizer, Oregon
Tel: 503.283.6425

From: Wallace, Deborah WallaceD@keizer.org
Subject: Thank You
Date: Jul 9, 2020 at 4:24:56 PM
To: Cathy Clark ClarkC@keizer.org

Hello Cathy,

My name is Debbie Wallace and I work in Utility Billing at Keizer City Hall. I have a serious medical issue involving my lungs that has caused me to be off for extended periods of time. During this time my supervisor Tim Wood has been so accommodating and supportive. Recently I had a relapse and discovered the aerosol used at work was triggering my episodes. I reached out to Kristen and Machell in Human Resources who quickly removed all aerosol in the building and replacing them with non-aerosol containers. I cannot believe the quick response and concern for my wellbeing. They continue to check to make sure everything is ok and my breathing is doing better. They have also asked me to let them know if anything new is triggering any episodes so they can get right on eliminating them from my environment.

I want you to know Tim Wood, Kristen Meyers, Machell DePina and Chris Eppley are all AMAZING! They are very supportive, caring, professional and all around incredible people. Your management staff is the best I have ever worked for and feel extremely blessed to be going through my medical crisis with them. They continue to make me feel like I am important and cared for. The save guards they have implemented for me to come to work and do my job is so appreciated. I hope you can let them know their kindness and support has not gone unnoticed and that they have made me feel safe to be at work. Keizer is truly lucky to have them.

I appreciate your time.

Deborah A Wallace
Utility Billing Clerk

City of Keizer
930 Chemawa Road NE
Keizer, OR 97303
www.keizer.org

Phone: 503.856.3436
Fax: 503.856.3454

From: **Bethany Richardson** havenhomesolution@gmail.com
Subject: **Illegal Fireworks**
Date: **Jul 12, 2020 at 9:50:33 PM**
To: **Cathy Clark** ClarkC@keizer.org

Mayor Clark,

This is now the 17th night that my family and I (and our frightened pets) have had to endure the barrage of illegal fireworks/cannons/mortars going off in the Clearlake area. To say that I am fed up, would be a gross understatement!!

We have lived here for four years, and it gets worse and worse every year! Why are Keizer Police not enforcing the laws, or responding to neighbors calls? Interesting that there are five Keizer police officers, and one Marion County deputy, who live in this neighborhood, but the problems goes unnoticed! There is a real firestorm igniting on the NextDoor website, calling for an explanation regarding this issue from you AND the Keizer Police Chief! You can expect many of us to show up at the City Council meeting next Monday demanding answers!!

~An Angry Taxpayer

From: Cathy Clark ClarkC@keizer.org
Subject: Re: Illegal Fireworks!
Date: Jul 17, 2020 at 6:30:47 PM
To: Dorothy Viducich dorothy.viducich@gmail.com

Hello Ms. Viducich,

Thank you for contacting me about the fireworks.

My neighborhood has been in the same situation.

I have asked out Chief to bring information to our next Council meeting. And I am reaching out to Marion County since plenty of the explosions are originating outside our city limits.

As I have told others I do not have answers. But if the past is any indicator, we the people of Keizer will figure this out.

Cathy Clark, Mayor

Clarkc@keizer.org

Sent from my iPhone

On Jul 17, 2020, at 11:13 AM, Dorothy Viducich <dorothy.viducich@gmail.com> wrote:

Mayor Clark,

I am **disgusted** that illegal fireworks have been allowed to continue in the Keizer Prarie neighborhoods for the past 10 years!

There are three KP and one Marion Cty. Deputy living close to me in the O'Neal Rd. area. I can only believe they are told not to enforce or do something about it! No wonder the lawlessness plays out in cities when young people see the lack of enforcement of laws.

I pay a hefty property tax and I would like value in return! **Action is long overdue.**

Respectfully, Dorothy Viducich