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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION
Monday, June 18, 2018
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 R2017-2791**

   b. **RESOLUTION – Authorization For Supplemental Budget – Transfer Of Appropriations Within The Administrative Services Fund From General Administration To Finance – Utility Billing**

   c. **RESOLUTION – Authorizing the City Manager and Chief of Police to Sign 2018-2021 Collective Bargaining Agreement With Keizer Police Association**

   d. **RESOLUTION – Authorizing the City Manager and Public Works Director to Sign 2018-2021 Collective Bargaining Agreement With Laborers International Union of North America, Oregon Southern Idaho District Council Local 737**

9. **CONSENT CALENDAR**

   a. **RESOLUTION – Authorizing the City Manager to Enter Into a Field Maintenance Agreement for Farm Land Located at 1590 Chemawa Road North, Keizer, Oregon with Scenic Valley Farms LLC**

   b. **RESOLUTION – Certification of Delinquent Sewer Accounts**

c. **RESOLUTION – Authorizing the City Manager to Enter Into Street Sweeping Contract**

d. **RESOLUTION – Authorizing the City Manager to Enter Into Intergovernmental Agreement with Salem-Keizer School District 24J (School Resource Officers)**

e. **RESOLUTION – Adopting the Housing and Community Development Action Plan – One Year Use of Funds – Salem and Keizer 2018/2019 and 2014, 2015, 2016, and 2017 CDBG and Home Program Amendment #1**

f. **RESOLUTION – Regarding Evaluation of City Manager**

g. **RESOLUTION – Regarding Evaluation of City Attorney**

h. **RESOLUTION - Authorizing the City Manager to Award and Enter Into an Agreement with Ffosil Contracting and Management for Construction of Keizer Rapids Park Restroom Facilities**

i. **Approval of June 4, 2018 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**

July 2, 2018
7:00 p.m. City Council Regular Session

July 9, 2018
5:45 p.m. – City Council Work Session

July 16, 2018
7:00 p.m. City Council Regular Session

14. **ADJOURNMENT**

The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible. If you require any service that furthers inclusivity to participate, please contact the Office of the City Recorder at least 48 business hours prior to the meeting by email at davist@keizer.org or phone at (503)390-3700 or (503)856-3412. Most regular City Council meetings are streamed live through the City's website and cable-cast on Comcast Channel 23 within the Keizer City limits. Thank you for your interest in the City of Keizer.

CITY COUNCIL MEETING: June 18, 2018

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 R2017-2791 on August 7, 2017 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 R2017-2791 effective July 1, 2018 and adopt the City of Salem's 2018 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 R2018-_____

ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM DEVELOPMENT CHARGE FOR WASTEWATER TREATMENT FACILITIES; **REPEALING RESOLUTION R2017-2791**

WHEREAS, the City Council adopted Resolution R2016-2701 on July 18, 2016 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 R2017-2791 and adopt the City of Salem's 2018 sewer system development charge for wastewater treatment facilities effective July 1, 2018;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that 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:

///

///

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Sanitary Sewer Connection Fee	$ 43.00
SDC-Sewer Reimbursement	$ 45.00
SDC-Sewer Improvement	$ 99.00
SDC-Sewer Compliance	$112.00
Automation Surcharge	$ 5.00
Total	$304.00

BE IT FURTHER RESOLVED the Resolution R2017-2791 (Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities) is hereby repealed in its entirety on July 1, 2018.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: AUTHORIZATION FOR SUPPLEMENTAL BUDGET – TRANSFER OF APPROPRIATIONS WITHIN THE ADMINISTRATIVE SERVICES FUND FROM GENERAL ADMINISTRATION TO FINANCE – UTILITY BILLING.

ISSUE:

The City of Keizer is self-insured for unemployment claims. By being self-insured the City has benefited by only paying for claims as they are incurred rather than paying for an ongoing insurance policy whether or not the claims have been made.

During fiscal year 2017-18 the City received notice of an unemployment claim for a former utility billing employee.

FISCAL IMPACT:

The total exposure related to the unemployment claim is approximately $24,600. For fiscal year 2017-18 the City will require an additional $6,500 in appropriations to provide for the claim in the Administrative Services Finance-Utility Billing department. The Administrative Services General Administration has $70,000 in contingency, of which $6,500 could be transferred to the Finance -Utility Billing to provide for the claim.

RECOMMENDATION:

Staff recommends the City Council approve the attached resolution authorizing an appropriation transfer of $6,500 from the Administrative Services General Administration Department to the Administrative Services Finance-Utility Billing Department to provide additional appropriations for the unemployment claim.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
Resolution R2018-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - TRANSFER OF APPROPRIATIONS WITHIN THE ADMINISTRATIVE SERVICES FUND FROM GENERAL ADMINISTRATION TO FINANCE-UTILITY BILLING

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

WHEREAS ORS 294 allows for a transfer of appropriations and a like amount of budget resources between funds when authorized by resolution of the governing body of a municpal corporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2018:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Administrative Services				
General Administration - Contingency	333,200	-	(6,500)	339,700
Finance-Utility Billing	342,900	6,500		349,400

Transfer appropriations from the General Administration to Finance-Utility Billing to provide appropriations for the unemployment claim.

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

PASSED this ____ day of _____, 2018

SIGNED this ____ day of _____, 2018

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEIZER AND THE KEIZER POLICE ASSOCIATION**

The City's Collective Bargaining Agreement (CPA) with the Keizer Police Association (KPA) is set to expire on June 30, 2018. City staff and the City's labor attorney, Kathy Peck, have negotiated a new CBA with the KPA. Such agreement is attached to the enclosed Resolution.

The Resolution provides for City Manager and Chief of Police authorization to sign Memorandum of Understanding without additional Council authorization for individual new-hire vacation/sick leave bank and/or accruals as long as it is budgeted.

RECOMMENDATION:

Adopt the attached Resolution Authorizing City Manager and Chief of Police to Sign 2018-2021 Collective Bargaining Agreement with Keizer Police Association.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING CITY MANAGER AND CHIEF OF POLICE TO SIGN 2018-2021 COLLECTIVE BARGAINING AGREEMENT WITH KEIZER POLICE ASSOCIATION

WHEREAS, the City Council authorized the City Manager and Chief of Police to enter into a Collective Bargaining Agreement with the Keizer Police Association by Resolution R2015-2629;

WHEREAS, such Collective Bargaining Agreement was effective from July 1, 2015 through June 30, 2018;

WHEREAS, the City desires to enter into a new Collective Bargaining Agreement for the period of July 1, 2018 through June 30, 2021;

WHEREAS, from time-to-time amendments need to be made to the Collective Bargaining Agreement to modify provisions and change job classifications as authorized by the Council;

WHEREAS, such amendments are made with the use of Memoranda of Understanding;

WHEREAS, Memoranda of Understanding must be authorized by the City Council;

WHEREAS, the City Council desires to allow the City Manager and Chief of Police to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further authorization by the City Council except for

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amendments relating to provisions that relate to wages, benefits, budgetary matters, or job classification additions, except as noted below;

WHEREAS, the City Council desires to allow the City Manager and Chief of Police to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further authorization by the City Council relating to classification additions if such job classification additions have been budgeted for by Council;

WHEREAS, the City Council desires to allow the City Manager and Chief of Police to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further authorization by the City Council relating to individual new-hire vacation/sick leave beginning bank and/or accrual;

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 sign the attached 2018-2021 Collective Bargaining Agreement with the Keizer Police Association.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City Manager and Chief of Police are authorized to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further Council authorization unless such Memoranda pertain to provisions that relate to wages, benefits, budgetary matters, or job classification additions, except as noted below.

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BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City Manager and Chief of Police are authorized to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further Council authorization relating to job classification additions if Council has budgeted for the job classification addition.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City Manager and Chief of Police are authorized to sign Memorandum of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further Council authorization relating to individual new-hire vacation/sick leave beginning bank and/or accrual as long as any changes are budgeted.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF KEIZER

And

KEIZER POLICE ASSOCIATION

July 1, 2018 through June 30, 2021

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by the City of Keizer, Oregon, hereinafter referred to as "City" and the Keizer Police Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

Section 1.1 Bargaining Unit

The City recognizes the Association as the exclusive collective bargaining agent for matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and conditions of employment for all regular and regular part-time employees in the following classifications:

A. Police Officer
B. Police Support Specialist
C. Community Service Officer
D. Investigative Services Specialist
E. Property and Evidence Specialist
F. Crime Analyst

Section 1.2 Regular Part-Time Employees

The term "regular part-time employee" means any employee of the City who regularly works and receives salary from the City for thirty (30) hours or less per week or less than 1500 hours in any calendar year, but does not include:

A. Persons engaged as independent contractors.

B. Seasonal, emergency or casual workers whose periods of employment with the City do not total 600 hours in any calendar year.

Nothing in this Section shall prevent a regular part-time employee from working forty (40) hours per week, provided the hours are authorized by the City and the employee consents to the additional work hours and provided total work hours do not exceed 1500 hours in any calendar year. In the event, however, that a regular part-time employee is required by the City to work more than thirty (30) hours in a week, the employee shall be entitled to accrue vacation and sick leave at the accrual rate for regular full-time employees. Otherwise, regular part-time employees will accrue such benefits, leaves, etc. on a prorated basis.

Section 1.3 Spouses and Domestic Partners

For the purposes of this Agreement, where insurance benefits are extended to "spouses," domestic partners shall be considered "spouses." Additionally, other types of benefits, such as sick leave pay and FMLA/OFLA benefits to care for a member of the employee's immediate family, are extended to domestic partners. Whenever the term "domestic partner" is used in this Agreement, it will be defined as an individual of the same or opposite sex who lives with the employee and has fulfilled the requirements contained in and completed the "Affidavit of Domestic Partnership" form which is available from Human Resources, except as prohibited by carrier contract. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to "spouses" as limited by carrier contracts, as well as other benefits

extended to domestic partners under this Agreement. Employees are obligated to promptly notify the Chief of Police and Human Resources when domestic partnerships begin and end in situations for which they are eligible to receive insurance or other types of City benefits.

Section 1.4 New Classifications

When any new classification not listed in Section 1.1 above is established by the City and assigned to the bargaining unit, the City shall designate a pay rate for the new classification. The City shall then notify the Association in writing of the pay rate and furnish the Association with a copy of the new classification specification. In the event the Association does not concur with the pay rate, the Association shall notify the City in writing of such within fourteen (14) days of its receipt of the City notice.

Pursuant to ORS 243.698, if after ninety (90) days of negotiations the parties have not resolved the issue, an arbitrator shall be mutually agreed upon or selected in accordance with the procedure established in Section 15.1, Step Four, except the arbitrator shall be bound by the applicable provisions of ORS 243.746. In the event no agreement is reached, the City may proceed to fill the position using its designated pay rate. However, if the City elects to do so, any higher pay rate negotiated with the Association or obtained through an arbitration decision must be paid retroactively to the employee's date of hire, along with any additional overtime pay that was earned during that time. Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

In the event the City intends to establish a new classification within the Keizer Police Department, hereinafter referred to as the "Department", and outside the bargaining unit, the City will notify the Association in writing of its intentions; will provide a copy of the classification description and, if requested to do so, will discuss with the Association whether the classification should be a bargaining unit position. If the parties are unable to agree, the dispute will be resolved under the Public Employee Collective Bargaining Act (PECBA) unit clarification procedures before the Employment Relations Board (ERB).

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management Rights

Subject to the requirements of the PECBA relating to the obligation to bargain, the City retains all the customary, usual, and exclusive rights connected with the responsibility to manage the affairs of the Department. The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

A. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.

B. To determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.

C. To develop work rules and operating procedures not inconsistent with this Agreement.

D. To promote, transfer, lay-off, discipline, demote and discharge employees.

Section 2.2 Subcontracting

The City shall notify the Association in writing when it appears reasonably probable that the City will subcontract work currently performed by the bargaining unit. In the event the Association demands to bargain over the decision and/or impact of the subcontracting of bargaining unit work within fourteen (14) calendar days in accordance with ORS 243.698, the City will negotiate regarding the decision and/or impact of subcontracting. Negotiations shall continue for no longer than ninety (90) calendar days from the receipt of the City's written notice. If not settled after ninety (90) days, the issue will be submitted to an arbitrator who shall be mutually agreed upon or selected in accordance with the procedure established in Section 15.1, Step Four. The arbitrator shall be bound by the applicable provisions of ORS 243.746.

Section 2.3 Volunteer Utilization

A. Reserves, Cadets and other volunteers may be used to perform police related tasks and auxiliary functions as determined by the Chief of Police, including but not limited to providing law enforcement services at public events and providing law enforcement related services not restricted by Section 2.4.

B. The City may utilize Reserve Police Officers or Cadets to perform the following duties without violating Section 5.3, Overtime, or Section 2.4, Work Preservation:

1. Prisoner supervision and transports;

2. Police Officer Custody (POC) supervision and transports;

3. Selective enforcement details, provided the City has afforded the opportunity to Association members;

4. Crime scene security, provided the City has afforded the opportunity to Association members;

5. School event security, provided the City has afforded the opportunity to Association members;

6. Selective enforcement details such as holiday residential patrol, vacation checks, Christmas lighting routes, disabled parking violation checks, residential security checks, or similar duties customarily performed by Reserve Police Officers or Cadets, consistent with past practice;

7. Search and rescue operations;

8. Any other duties mutually agreed between the City and the Association. Nothing in this Section prevents Reserve Police Officers or Cadets from performing their primary duties, supplementing the Patrol Division or furthering their own experience as outlined in the Department Policy and Procedures Manual.

C. In addition, other volunteers may be utilized, consistent with past practice, to perform data entry, property and evidence functions, vehicle fleet maintenance and miscellaneous support staff services.

Section 2.4 Work Preservation

Reserves, Cadets and other volunteers will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities, nor take away overtime opportunities other than those instances described in Section 2.3.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 3.1 Association Activities

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of their exercise of their rights.

Section 3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, disabled status, political affiliation or other protected status or protected activity in accordance with applicable law. Nothing in this Section shall prohibit the City from establishing bona fide occupational criteria.

Section 3.3 Negotiations

The composition of the Association's negotiating team shall be determined by the Association. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Association's negotiating team without loss of pay relative to securing Agreement renewal, to the extent that such meetings are scheduled during the duty hours of the members so attending. Negotiating team members who are on duty for all or a portion of any negotiating session, if any, must be assigned to different shifts or be from different units of the Department. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Employees shall notify their shift supervisor as soon as possible in advance of their expected absence for the purpose of this Section. Such absences shall not hamper the normal operations of the department and the City shall not incur any liability for overtime pay under the provisions of this Section.

Section 3.4 Grievances

The City also agrees to allow time off without loss of pay for employees directly involved in meetings under the Grievance Procedure in Article 15. No more than two (2) employees shall be off without loss of pay for this purpose at any one time.

Section 3.5 Association Membership and Fair Share

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to become a member of the Association, as well as those who are members of the Association, shall make membership dues

payments or fair share payments in lieu of dues except as provided in ORS 243.666, as defined in ORS 243.650(10), beginning on the 30th day following their first day of employment.

Notwithstanding the foregoing, any employee who objects to Association dues or "fair share" payments, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member or sincerely held religious beliefs in accordance with applicable law, shall not be required to make dues or "fair share" payments. Any such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity which has been mutually agreed upon by the employee affected and the Association. The employee must provide written verification of such payments to the City's Finance Department on a monthly basis.

Section 3.6 Check-off

The City agrees to deduct bi-weekly Association membership dues or "fair share" payments from the pay of employees covered by this Agreement. Dues and fair share deductions, as well as charitable contributions required under Section 3.6 above, will be automatically deducted from the pay of bargaining unit employees starting with their 30th day of employment. The City will not be held liable for deduction errors, but will make proper adjustments with the Association for errors as soon as is practicable.

Section 3.7 Bulletin Boards

The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Department to be used exclusively by the Association for the posting of notices and other information relating to Association activities, meetings and other matters of legitimate interest to Association members. In the event items are posted on the bulletin board that do not fall within this description, or items are posted that violate the City's anti-harassment/discrimination prohibitions or other legal restrictions, the City will notify the Association and request removal.

Section 3.8 Right of Access

Subject to the due process provision of this Agreement, Association representatives and agents of the Association shall have the right to reasonable access to the Department for the purpose of investigating grievances and other business related to the representation of employees for the purpose of employment relations. Prior to admittance to the non-public areas of the Department, the Association representative and/or agent of the Association shall obtain permission from the senior, non-bargaining unit member (supervisor) on duty at the time the request is made. Prior to gaining access, the Association or agent of the Association shall advise the duty supervisor of the purpose of the visit, approximate length of time required and the name of the person(s) to whom he or she wishes to speak. Such permission shall not be unreasonably withheld and, if withheld, the reasons for the withholding shall be given to the Association agent or representative at that time. Association representatives and agents shall not unreasonably interfere with an employee's work. This Section is not intended to be used for membership drives or recruiting of new members.

Section 3.9 Use of Buildings

The Association may use, in accordance with established City rules applicable to other groups within the community, City facilities during employees' non-work hours (as defined in this Agreement) for Association meetings, provided such space is available. Request for use of facilities within the Department shall be approved by the Chief of Police or designee. Such meetings shall not be permitted for Association organizing activities or membership drives of City employees.

The parties agree to the primary principle that Association activities will normally be performed outside an employee's duty and working hours.

Section 3.10 Association Meetings

Association members shall be permitted to attend regular monthly membership meetings on duty time. On-duty members will be expected to respond to their duty responsibilities during membership meetings. Except for emergency meetings, the Association agrees to schedule these meetings during non-peak periods of the Department's business and such Association meetings shall not conflict with the regularly scheduled Department briefing periods. Members attending Association meetings on duty will limit their attendance to one (1) hour.

Section 3.11 Association Business

The Association agrees that the Chief of Police will be notified in writing of the members of the Association selected to serve as official representatives. The Association agrees that Association business shall not interfere with the operations of the Department or the police duties of certified Association representatives.

ARTICLE 4 – CITY SECURITY

Section 4.1 No Strike

During the term of this Agreement, there will be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of Section 4.1, "strike" means an employee's refusal in concerted action with others to report for duty, or the employee's willful absence from the position of the employee, or stoppage of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association, or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing in this Agreement shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

Section 4.2 Productivity

The parties to this Agreement recognize that delivery of essential municipal services, in the most efficient and effective manner is of paramount importance and interest to the City and the Association. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Association pledges agreement with the objective of achieving the highest level of employee performance and efficiency, safety, good health and sustained effort. The parties may agree to meet at mutually convenient times to discuss means of increasing Departmental productivity.

ARTICLE 5 – WORKING CONDITIONS

Section 5.1 Hours of Work

A. Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest periods and unpaid meal periods. For employees working 5/8, 4/10, Community Response Unit schedules or utilizing Flex Time, the workweek shall commence at midnight (0000 hours) on Monday and end at 2359 hours on Sunday.

B. Regular Work Schedules: All employees shall be assigned a regular work schedule. The City and the Association have recognized the following regular work schedules for employees in the bargaining unit:

1. Louisiana Plan Schedule: This schedule shall consist of a consecutive twelve (12) hour workday. This work schedule shall consist of two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, two (2) consecutive twelve (12) hour workdays followed by three (3) consecutive days off. Day Shift shall be 0700 to 1900 hours. Night Shift shall be from 1900 to 0700 hours.

2. Patrol Overlap Schedule: The overlap shift is a patrol shift, normally assigned to the night shift team, with a temporary start time as early as 1400 hours as determined by the night shift supervisor. No employee may be involuntarily assigned to an overlap shift without fourteen (14) days written notice. Employees assigned to an overlap shift without such notice will be paid overtime for hours worked outside their previously scheduled shift during the fourteen (14) day notice period.

3. 5/8 Work Schedule: This schedule shall consist of:

   a. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) consecutive hours of work with a one-half (1/2) hour paid meal period.

   b. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) hours of work with a one (1) hour unpaid meal period approximately midway through the shift. Members may occasionally request a one-half (1/2) hour unpaid meal period, which a supervisor shall endeavor to allow but with priority given to operational needs.

4. 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, with the exception of days off that necessarily occur before or following any rotation. The workday shall consist of ten (10) consecutive hours of work.

5. 4/12 Work Schedule: The 4/12 work schedule shall consist of four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off. The workday shall consist of twelve (12) consecutive hours of work. Day Shift shall be from 0700 to 1900 hours followed by Night Shift from 1900 to 0700 hours.

6. Community Response Unit (CRU) Schedule: The shift hours of the CRU will be in accordance with Section 5.1.B. Although there is an assigned regular work schedule, CRU, by its very nature, may work varied hours and days. Short-term or casual deviations during a CRU member's regular work schedule will be determined by the unit supervisor. Long-term or substantial deviations shall be afforded a fourteen (14) day notice, unless that notice is waived by members assigned to CRU. Overtime will be in accordance with Section 5.3.

C. 12-Hour Shift Time: Officers working a 12-hour work schedule pursuant to Section 5.1.B.1, B.2, or B.5 will be scheduled to work a total of 168 hours in each FLSA 7(k) 28-day work cycle. Employee salaries, as set forth in Appendix A, shall compensate the straight-time portion of one hundred sixty (160) hours. Effective for the 2018-2021 Agreement, the 28-day work cycle shall commence at the beginning of the pay period starting June 25, 2018 and end on the last day of the pay period on July 22, 2018, and shall continue in consecutive 28-day cycles. To compensate officers working 12-hour work schedules for being scheduled to work eight (8) hours in excess of the one hundred sixty (160) hours in each 28-day work cycle that officers working on other shifts are regularly scheduled to work, the City will credit each officer working a 12-hour shift with four (4) hours of shift time for each 14-day pay period. The four (4) hours of shift time will be credited to the officer's shift time bank. The shift time bank shall not exceed sixteen (16) hours. Consequently, officers working 12-hour shifts will not accrue shift time for any pay period that would result in their accruals exceeding the sixteen (16) hour maximum.

   Section 5.3 D and Section 5.3 E do not apply to this Section. Each officer is responsible for monitoring his or her shift time bank to avoid situations where they will exceed their sixteen (16) hour maximum accrual and scheduling shift time off at times which do not disrupt operations, cause the City undue hardship, or incur otherwise avoidable overtime expense. Officers are also required to obtain supervisory approval prior to taking shift time off. In the event an officer's shift time bank reaches twelve (12) hours and the officer has not scheduled shift time off to occur within that twenty-eight (28) day work cycle, the City will schedule time off for the officer in increments of one or more four (4) hour blocks to assure the officer stays within the sixteen (16) hour maximum accrual. In the event the City is unable to schedule such time off due to operational needs, the officer will be paid for shift time in excess of the sixteen (16) hour maximum.

   If an officer terminates or otherwise separates from employment, any accrued 12-hour shift time will be paid at the final regular rate earned by the employee.

D. Regular Work Schedules: Generally, the following regular work schedules for bargaining unit members listed will be recognized by the City and the Association:

1. Patrol Units: Pursuant to Section 5.1.B.1.

2. Detective Unit: A 4/10 work schedule pursuant to Section 5.1.B.4. Half of the unit shall be scheduled to work Monday through Thursday; the other half of the unit shall be scheduled to work Tuesday through Friday. Detectives shall adjust their schedules to avoid overtime for court and Grand Jury that is scheduled during regular business hours, Monday through Friday, 0800 to 1700 as defined in Section 5.10.

   If a detective adjusts his or her schedule to avoid overtime for court or Grand Jury, the work schedule adjustment must occur within in the same workweek as described in Section 5.1.A.

3. Investigative Services Specialist: A 5/8-work schedule pursuant to Section 5.1.B.3.b.

4. Traffic Safety Unit: A 4/10 work schedule pursuant to Section 5.1.B.4.

5. School Resource Officer Unit: A 5/8 work schedule pursuant to Section 5.1.B.3.a.

6. Police Support Specialist: A 5/8 work schedule pursuant to Section 5.1.B.3.b.

7. Property and Evidence Specialist: A 5/8 work schedule pursuant to Section 5.1.B.3.b.

8. Community Services Officer: A 5/8 work schedule pursuant to Section 5.1.B.3.a.

9. Community Response Unit (CRU): The shift hours of the CRU will be in accordance with Section 5.1.B.

10. Crime Analyst: A 5/8 work schedule pursuant to Section 5.1.B.3.a. or b.

E. Changes In Work Schedules: After having given fourteen (14) days written notice to the Association**,** an employee, or a group of employees, the City may implement a change from one to another of the regular work schedules recognized in Section 5.1.B or may adjust start/stop times for any employee or group of employees for bona fide operational reasons. The Association, employee, or a group of employees may waive the fourteen (14) day notice to implement the change upon a mutually agreeable date.

   Prior to making a change from one to another of the regular work schedules recognized in Section 5.1.B, a committee comprised of up to three (3) Association members and three (3) members of Management will meet for a period of not more than seven (7) days to discuss the change and make recommendations to the Chief of Police. The Association and the City may employ, by written agreement, any other work schedule as a regular work schedule.

   Notwithstanding other language in Section E, members assigned to a 12-hour or 10-hour per day regular work schedule who, due to illness or injury, have a doctor's order of no work for a period exceeding seven (7) scheduled workdays or a member placed on administrative leave as described in Appendix B, Section 810.9.D, may be immediately

assigned to a 5/8 work schedule pursuant to Section 5.1.B.3.b, without a fourteen (14) day notice. The member will be given written notice of a work schedule change fourteen (14) days prior to being reassigned back to the 12-hour or 10-hour per day work schedule, unless the involved member waives the fourteen (14) day notice. Both the Association and the City agree that timing within the pay period will be considered when moving injured, ill, or members placed on administrative leave to or from 5/8 work schedules in order to facilitate minimal inconvenience to the City and the member.

F. Shift Trading: The Association and the City agree that shift trades will continue to be allowed in accordance with current practice. Two (2) employees may agree solely at their option, but with the advance written approval of the supervisor(s) of the affected shifts, to substitute for one another during scheduled hours of work. Every shift trade agreement must be documented, whether on paper or electronically and the documentation must clearly demonstrate the approval of both employees and the supervisor(s).

Substitutions may be denied by a supervisor(s) or by management on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

Even though one employee substitutes for another, each employee will be credited as if he or she worked his or her regular work schedule and as if the substitution had not occurred; nevertheless, the substituting employee is responsible for the shift. For example, if a substituting employee shows up to work but then requests half of the shift off, the time off shall be taken from the substituting employee's time accruals. Similarly, if a substituting employee calls in or goes home sick, the sick leave shall come from the substituting employee's time accruals.

The City shall have no obligation to keep track of substitutions or to ensure that a substitution is reciprocated.

The hours worked during the substitution shall be excluded from the hours for which the substituting employee would otherwise be entitled for purposes of overtime and wage computations.

G. Patrol Schedule Rotation:

1. Patrol schedule rotations will occur on a quarterly basis, as near as possible to the months of March, June, September and December or as otherwise agreed to by the City and the Association.

2. Police officers assigned to the Patrol Unit are required to work at least one quarter in each fiscal year on a different schedule, i.e. officers who work Day Shift will be required to work at least one quarter on Night Shift and vice versa.

3. The new schedule will be posted a minimum of thirty (30) days in advance of scheduled rotations. This schedule is based on no overtime expense to the City by virtue of

rotation, and no officer who is working a 12-hour work schedule will work more than 168 hours without overtime in the 28-day work cycle when rotation is affected.

4. Patrol schedule rotations shall be bid and awarded based on classification seniority, as defined in Section 12.1, except in circumstances where the Chief of Police or a designee determines that a different distribution of police officers assigned to patrol is necessary to meet the reasonable operating needs of the Department. Additionally, between regular patrol schedule rotations, the Chief of Police or a designee may, for good cause and based upon a good faith analysis of the reasonable operating needs of the Department, reassign police officers assigned to patrol to different shifts.

5. The Chief of Police may suspend Section 5.1.G.2 annually.

H. Training, Not In-Service: The City may flex (see §5.4) the regular work schedule of an employee to enable the employee to attend training that the City requires the employee to attend without incurring overtime, if the employee is notified of the flexed schedule at least fourteen (14) days before the training is attended. No fourteen (14) days' notice is required for employees whose work schedules are changed at their request to attend non-mandatory training.

Training will be scheduled in a manner that provides trainees with at least eight (8) hours off between the training and the trainee's regularly scheduled work hours.

Time spent traveling directly to and from the Department for training will be considered "time worked" for the purpose of computing wages. Time spent traveling directly to and from an employee's home to training will also be considered "time worked" unless the distance from the employee's home to training is greater than the distance from the Department to the training, in which case the employee will be allowed to count the time it would have taken to travel from the Department to the training as "time worked." Training will also be considered on-duty time.

I. In-Service Training: In-service training is training required to be attended by all sworn personnel. Examples of in-service training include firearms, defensive tactics (DTs), legal updates, ConSim, policing strategies, and department policies. Announcements of in-service training will be specifically titled as being In-Service Training.

In-service training will be scheduled in a manner that provides trainees with at least eight (8) hours off between the training and the trainee's regularly scheduled work hours.

In-service training will consist of ten (10) consecutive hours of training, including a paid thirty (30) minute meal period approximately midway through the training. Generally, in-service training will be conducted quarterly, providing forty (40) hours of in-service training per year.

Employees who were scheduled to attend in-service training during their regularly scheduled shift or regularly scheduled day off but who, of their own volition, do not attend

(e.g. vacationing instead) may be required to temporarily change or flex their regularly scheduled work hours to attend a make-up or different in-service training date without incurring overtime or accruing Training-Adjust Time.

J. Training-Adjust Time: The purpose of Training-Adjust Time is to compensate employees for attending in-service training during regularly scheduled time off without incurring overtime.

Employees who attend in-service training may flex their regularly scheduled work hours in accordance with Section 5.4; otherwise, they shall accrue Training-Adjust Time, accrued at the rate of time and one-half.

To accommodate 10 (ten) hour training days attended during regularly scheduled time off, trainees will accrue Training-Adjust Time at the rate of time and one half (1 ½) for time spent in in-service training and compensable travel up to a maximum of fifteen (15) straight-time hours of Training-Adjust Time. In order to facilitate adequate time off, Training Officers may accrue an additional fifteen (15) hours (for a maximum of thirty (30) straight-time hours) while instructing or preparing to instruct any training, including training that is not in-service training.

Not less than one month prior to the next scheduled in-service training, every employee shall have taken off enough Training-Adjust Time to ensure that he or she can accrue fifteen (15) hours more of Training-Adjust Time at the training, without exceeding the maximum. If the employee does not schedule the time off, the employee's supervisor shall do so for the employee prior to the next scheduled in-service training. If the above does not occur and the Training-Adjust Time is not scheduled or is cancelled, any hours in excess of the fifteen (15) or thirty (30) hour maximums will be paid at the applicable rate.

A request to take off Training-Adjust Time can be denied for operational necessity, including the avoidance of overtime. Training-Adjust Time cannot be cashed out except upon separation or as described above.

Beginning with this Agreement, accruing time previously described as "adjust time worked" in Section 5.1(I) of the 2015-2018 CBA will cease. Employees shall take off residual accruals until the bank reaches a zero (0) balance by no later than December 31, 2018.

K. Compensation for Training Officers Providing In-Service Training: Training Officers providing in-service training during regularly scheduled time off and not during their scheduled in-service training hours shall be compensated with Training-Adjust Time or overtime.

In lieu of adjusting a Training Officer's night-shift work hours that occur adjacent and prior to, or adjacent and following, in-service training, a Training Officer shall be afforded up to 12 hours of paid administrative leave to ensure the Training Officer is rested for training as a trainer and for his or her return to adjacent, regularly scheduled work shift. The leave

may be taken incrementally, before and/or after the training and, unless otherwise approved by the Chief of Police or designee, shall be scheduled no less than fourteen (14) days prior to it being used. The leave may be taken at the rate of one hour of paid leave for each hour of in-service instruction or preparation to instruct, must be taken adjacent to the in-service instruction provided, and may not be banked. The City is under no obligation to provide the leave when Training Officers do not attempt to schedule it before a minimum staffing conflict exists.

Training Officers providing multi-day, multi-agency in-service training may be subject to temporary schedule changes to avoid overtime.

L. Compensation for Training Officers for Other Training: Training Officers providing training that is not in-service training may, with mutual agreement, flex their regular work schedule in order to present the training without incurring overtime and will be given a minimum of fourteen (14) days' notice of any shift adjustments in accordance with Section 5.1.H. Training that is not temporarily changed in accordance with Section 5.1.H or flexed in accordance with Section 5.4 shall be compensated with Training-Adjust Time or overtime.

M. K9 Training: K9 handlers may be approved to attend the 4-hour weekly K9 training. Each K9 handler's shift shall be flexed (see §5.4) to allow attendance and to avoid overtime. Flexing the K9 handler's shifts should provide at least eight (8) hours off between trainings and shifts. All or part of the weekly K9 training may be denied by the on-duty supervisor based on the operational and staffing needs during the shift.

N. Reassignments: When an employee is reassigned to a different regular work schedule, unit or assignment, the employee's hours of work may be adjusted without cost to the City to ensure the employee does not work more hours than the regular work schedule they are being reassigned to without causing overtime.

Officers who voluntarily leave an assignment, other than patrol, may be placed on the patrol shift vacated by the officer who replaces him or her, provided the officer's replacement is reassigned from the Patrol Unit.

Officers in assignments other than patrol who are involuntarily reassigned to the Patrol Unit shall be assigned to the new assignment/vacancy for the remainder of the current shift bid schedule.

Section 5.2 Rest Periods and Meal Periods

A. Rest Periods: Except for emergencies, employees shall receive rest periods of fifteen (15) minutes each for every four (4) hours worked during each workday. These periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event these rest periods cannot be taken. In the event employees are assigned to a ten (10) or twelve (12) hour shift, employees may take reasonable breaks subject to the operational needs as determined by their supervisor.

B. Meal Periods: Except as required by operational necessity as determined by the supervisor, all sworn officers who are able to perform all of the duties of a police officer (not on modified duty, shift or assignment) and CSOs shall have an uninterrupted thirty (30) minute paid meal period as close as reasonably possible to the middle of their shift. These meal periods are compensated as hours of work. Sworn officers and CSOs shall not be entitled to additional compensation in the event these paid meal periods cannot be taken.

All other employees shall have a regular uninterrupted meal period~~s~~ up to one (1) hour without pay. If an occasion arises where an employee is required to work through their meal period, they shall be paid for that meal period and they shall take a rest or meal period as soon as possible.

Section 5.3 Overtime

No overtime shall be worked unless authorized by the Chief of Police, his designee or a supervisor.

A. Hours Worked Defined: The following shall be regarded as hours worked for the purpose of computing overtime hours for employees.

1. Time worked, including time spent engaging in briefings, meetings, or conferences, if so directed by the City, and time spent engaging in other activities, as required by law.

2. Paid leave, excluding non-work related jury or witness duty.

B. Overtime: Except as otherwise required by this Agreement, overtime shall be compensated for all time worked outside the employee's regularly scheduled shift.

C. Overtime Compensation: Compensation for authorized overtime shall be paid at the rate of time and one-half per hour rounded to the nearest quarter hour. Each payment shall be made at the employee's rate of pay that is being earned at the time of payment.

D. Payment for Overtime: Payment for overtime shall be paid no later than the next pay day following the pay period in which the overtime was worked.

E. Notice of Overtime: Overtime work shall be assigned by the Chief of Police, ~~or~~ his designee or a supervisor. Whenever possible, the Chief of Police, his designee or a supervisor shall give twenty-four (24) hours advance notice of overtime to be worked. Verbal notice shall be sufficient to comply with the advance notice requirement.

F. Work in Excess of Sixteen (16) Hours: Any employee who works sixteen (16) or more hours in the twenty-four (24) hour period beginning at the time the employee reports to work may be allowed the use of paid administrative leave in lieu of working all or a part of his or her next regularly scheduled consecutive work shift. Using paid administrative

leave to take time off must be approved by the employee's supervisor or his or her designee. This provision is intended to be reserved for those rare times when an employee is too fatigued to continue to safely perform his or her duties or work all or part of his or her current or next regularly scheduled consecutive work shift.

G. Work in Excess of Twenty-Four (24) Consecutive Hours: Any employee who is required to work in excess of twenty-four (24) consecutive hours and is also required to begin working his or her next regularly scheduled work shift without time off (i.e. where the work in excess of twenty-four (24) hours runs into his or her next regularly scheduled work shift) shall be paid at the rate of time and ~~a~~ one-half for all hours worked during that next regularly scheduled work shift or the employee may be allowed to use paid administrative leave in lieu of working all or a portion of that shift. Any hours worked in excess of twenty-four (24) consecutive hours or the taking of any paid administrative leave time off in lieu of working all or a portion of the employee's next regularly scheduled work shift must be approved by the employee's supervisor prior to either occurring.

Section 5.4 Flex Time

Employees may be permitted to "flex" their work schedule with supervisory approval. However, the change in work schedule must occur during the same workweek (as defined in Section 5.1.A) for employees who work 5/8 or 4/10 workdays, or within the same 28-day work cycle for employees who work 12-hour workdays. Notwithstanding any other provision of this Agreement, the employee will receive regular straight-time pay for the hours flexed.

Section 5.5 Call-Back Time

An employee called back to work outside their regular work schedule shall be paid for a minimum of three (3) overtime hours at the rate of time and one-half.

A. Exceptions to Call-Back Time Minimum: The obligation to pay the call-back time minimum shall not apply in the following situations:

1. When an employee is called in to start work one (1) hour or less before the beginning of his or her regular shift or when the employee's shift is extended;

2. If an employee has completed his or her shift and less than thirty (30) minutes has elapsed;

3. If an employee is called back to work to correct a mistake or to complete a task that, in the City's view, be completed prior to the employee's next regularly scheduled shift.

4. Electronic Call-Back. Employees contacted by a supervisor, or by another employee with a supervisor's approval, who are required to work outside their regular work schedule shall be paid overtime for the actual time spent, rounded to the nearest quarter hour, provided the contact lasts seven-and-a-half (7.5) minutes or longer. Such

communication with the employee that is less than 7.5 minutes or is administrative in nature shall be considered *de Minimis* and will not be compensated.

B. Emergency Call Out: In an emergency (act of God, natural disaster, civil unrest, major crime or incident, or governmental declaration of emergency with less than eight (8) hours prior notice), the City may call out members for overtime without regard to seniority.

C. Non-Emergency Call Out:

Non-emergency overtime shall be offered to members by seniority and classification unless the City determines the work to be performed may require a specific skill set (e.g. language fluency, canine handler) or where a statute requires a specific type of officer.

The City may skip bargaining unit members, if the overtime work performed would unreasonably interfere with the member's next regularly scheduled work shift.

When a non-emergency overtime call-out of a member is required, the City will make a reasonable attempt to contact and offer members the opportunity to work the non-emergency overtime in the order of highest seniority to lowest seniority. In cooperation with the Association, the City shall maintain a list, sorted by seniority (highest to lowest), that includes each member's name, one phone number of their designation, and a free-form space in which members may opt out of specific non-emergency call-out types (e.g. patrol coverage, crime scene security).

For each non-emergency call-out, a supervisor (or designee) shall begin at the top of the seniority list and contact or leave a message (including call back number) for each member offering the non-emergency overtime opportunity. Regardless of seniority, the first member to accept the overtime opportunity shall be considered the called-out member. (This is relevant in case a member volunteers for the overtime, but then a more senior member shortly thereafter returns a call to accept the overtime opportunity.)

In lieu of immediately ordering a member to work the non-emergency overtime, a supervisor (or designee) may place a member on "standby" for 10 minutes, without compensation, to continue calling from the seniority list in an effort to find a member who will accept the non-emergency call-out overtime. If all members contacted decline the non-emergency overtime opportunity, the City may order a member to report for work; this shall be done by reverse seniority (choosing the least senior available officer).

A list of Association members ordered to work non-emergency call-out overtime shall be maintained in a binder entitled "Non-Emergency Call-Out." The members and dates of call-outs shall be recorded and members shall not be subject to being ordered to work a non-emergency call-out again until the list starts over or is reset at the beginning of the calendar year.

If no members of the Association are available to work non-emergency overtime or long-term personnel considerations are an issue (e.g. natural disaster or similar emergency), the

City has the option of calling Reserve Officers in for duty to supplement regular officers if those Reserve Officers are presently capable and authorized to perform the overtime duties. The use of Reserve Officers is to supplement or assist regular police officers. It is not the intent of the City to use Reserve Officers to supplant Association members.

D. Call-Back from Approved Time Off:

1. Call-Back from Vacation: A member will not be called back to duty from an approved vacation day for a non-emergency call back except for situations involving a court of law, grand jury or DMV hearings, as outlined in Section 5.6, Court Appearances.

2. Call-Back from Floating Holiday: If a member's Floating Holiday is cancelled by the Department for operational reasons, it will be paid. See Section 10.2.C.

3. Call-Back from Floating Holiday on Recognized Holidays: If a member's Floating Holiday, scheduled to be taken on a recognized holiday as recognized in Section 10.3.A is cancelled, the member shall be paid for the Floating Holiday in addition to receiving overtime for hours worked.

4. Call-Back from Holiday, Not Floating Holiday: For members not receiving Floating Holiday accruals, work performed on holidays recognized in Section 10.3.A shall be compensated with overtime in addition to holiday pay.

5. Call-Back from Shift Time: If a member's "shift time" is cancelled by the Department for operational reasons, it will be paid at straight time rate.

6. Call-Back from Training-Adjust Time: If a member's "adjust time" is cancelled by the Department for operational reasons, it will be paid at applicable rates.

Section 5.6 Court Appearances

Except as set forth below, off-duty employees who are required to appear before a court of law, grand jury or DMV hearing in connection with duties as an employee of the Department shall receive a minimum of three (3) hours overtime pay at that rate of time and one-half for each court appearance when the appearance occurs on the employee's time off on the employee's regularly scheduled workday.

This obligation shall not apply if the scheduled court appearance, grand jury or DMV hearing occurs two (2) hours or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift.

Except as set forth below, employees who are required to appear before a court of law, grand jury or DMV hearing in connection with duties as an employee of the Department shall receive a minimum of four (4) hours overtime pay at that rate of time and one-half for each court appearance when the appearance is required on the employee's regularly scheduled day off or

an approved day off, unless the employee was notified of the court appearance prior to approval.

In situations where an employee has more than one court appearance, grand jury or DMV hearing on the same day, the employee is only eligible for additional overtime pay for the second appearance when the second appearance occurs outside the time period the employee has already received overtime compensation; e.g., an employee who has a court appearance on their regularly scheduled day off at 8:00 a.m. would not be entitled to additional overtime compensation unless the second court appearance occurred after 12:01 p.m.).

Section 5.7 Outside Employment

Employees must receive permission to work at outside employment in writing from the Chief of Police. In order to be approved, the outside employment must:

A. Be compatible with the employee's City duties;

B. In no way detract from the efficiency of the employee in City duties;

C. In no way be a discredit to City employment;

D. Not take preference over extra duty required by City employment.

However, such approval shall not be withheld arbitrarily.

Section 5.8 On-Call Detective

The following provisions shall apply to on-call detectives:

A. Each week of seven (7) consecutive days, at least one (1) detective will be assigned as the On-Call Detective. In the event any members of the CRU or SRO units are temporarily assigned (via Personnel Order) to the Detective Unit, they may enter the On-Call rotation.

B. Members assigned as an On-Call Detective shall remain ready to respond to work when called upon. Such readiness includes, but is not limited to, sobriety, a well-rested state, constant availability by cell phone (or other prearranged method), and no more than a one-hour response time to the Department.

   On-Call Detectives who are unable to fulfill their on-call responsibility for any reason shall notify the Criminal Investigations Division supervisor immediately, and the On-Call Detective shall be responsible for finding another detective to fulfill their On-Call Detective responsibility.

C. The On-Call Detective assignment shall begin at 0700 hours on Monday and end at 0659 hours on the following Monday. The detective assigned to the On-Call week shall be compensated with $350.

D. A rotation schedule for the On-Call Detective assignment shall be established between the detectives and their supervisor. Establishment of the schedule shall not prohibit the trading of On-Call weeks between detectives, nor shall it prevent the trading of mid-week On-Call Detective responsibilities as long as the Criminal Investigations Division supervisor or designee approves the trade. The affected detectives may request the City to prorate the compensation accordingly; however, prorates shall be figured on a whole-day basis, from 0700 to 0659 hours, regardless of how many hours were traded.

E. Generally, On-Call Detectives will not be approved to schedule time off during their On-Call week, unless the detective has arranged for a substitute for his or her on-call status and the Criminal Investigations Division supervisor approves the trade.

Section 5.9 On-Call Status, Not On-Call Detective

Notwithstanding the provisions of Section 5.8, any member of the Department may be placed on on-call status by Command Staff or a designee. Members placed on on-call status shall remain ready to respond as described in Section 5.8.B and shall receive $50 for each 24-hour period or part thereof that he or she is required to remain in such status. This Section shall sunset at the completion of this Agreement unless reaffirmed.

Section 5.10 Definitions

The following definitions apply to Article 5:

A. The terms *regular shift, regularly scheduled work shift, regular work schedule* and *regularly scheduled workday* refer to those shifts, hours and days the employee was assigned to work as they appear on the master schedule.

B. The term *scheduled days off* refers to those days an employee was not assigned to work as they appear on the master schedule.

C. The term *regular business hours* refers to the workdays and hours Monday through Friday, 0800 to 1700.

ARTICLE 6 – FUNDING

Section 6.1 Funding

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances, by a vote of the citizens of the City. All compensation provided for by this Agreement is therefore contingent upon sources of revenue, and where applicable, voter budget approval. The City will not reduce the compensation specified in this Agreement because of budgetary limitations. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in this Agreement. In the event that the City does not receive the required voter approval needed to fund the annual budget, the parties agree to meet to seek the best possible alternatives to layoff and/or reduction of services for the City.

ARTICLE 7 – WAGES

Section 7.1 Wages

A. Pay Schedule: Each employee covered by this Agreement shall be compensated in accordance with the Pay Schedule attached.

1. Effective July 1, 2018, wages shall be increased by three percent (3%).

2. Effective July 1, 2019, wages shall be increased by three percent (3%) two and one half percent (2.5%).

3. Effective July 1, 2020, wages shall be increased by two and one half percent (2.5%).

Effective July 1, 2018 through June 30, 2021, wages shall be increased as set forth above, unless the reopener is triggered pursuant to Section 17.2 of this Agreement.

B. Step 7 Increases for Police Officers: Police officers who complete ten (10) years of service as a police officer with the City of Keizer will be eligible for step advancement to Step 7 based on a "satisfactory" performance evaluation as described in Section 7.1.D effective the first pay period after completion of ten (10) years.

C. Placement of New Hires: The City reserves the right to place a newly hired employee on any step on the pay schedule based on its review of that employee's experience and ability.

D. Step Increases: Eligibility for step increases is not automatic, but shall be based on a "satisfactory" performance evaluation by the employee's immediate supervisor.

Employees shall be eligible for a step increase upon the satisfactory completion of twelve (12) months of employment, regardless of their probationary status, and eligible for their next step increase on the following July 1st.

Regular employees will continue to be eligible for step increases on July 1st.

E. Early Step Increase: An employee, who is performing at a level above satisfactory as determined by a performance evaluation by the employee's immediate supervisor, may be recommended for an early step increase by the Chief of Police. Such early step increases shall not change the employee's eligibility date for future step increases.

Section 7.2 Working Out of Classification

Any employee designated by the City as acting in a capacity in a higher position than that employee's regular classification, shall receive the pay for the position designated or a 5% increase above their regular salary, whichever is greater, in such assignment for the remainder of the assignment. This Section does not apply to employees who are temporarily in charge per Section 7.1.F.

Section 7.3 Incentives and Premium Pay

A. Premiums: Police Officers shall be eligible for DPSST incentives: bonuses as follows.

1. Intermediate Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Intermediate Certification, the employee shall receive two and one-half percent (2.5%) over and above his or her monthly base pay; or

2. Advanced Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Advanced Certification, the employee shall receive an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay.

B. Education Incentives:

1. The City shall pay an incentive of two and one-half (2.5%) percent per month over and above monthly base pay for an employee holding an Associate's Degree.

2. The City shall pay an additional two and one-half percent (2.5%) percent or a total of five (5%) percent per month over and above monthly base pay to an employee holding a Bachelor's Degree from an accredited college or university.

C. Language Incentives: Fluency is to be determined by the City based on a standard and testing program approved by the City.

1. Critical Languages: An employee who is determined to be fluent in the Spanish language shall receive an incentive of five percent (5%) over and above his or her base pay.

2. Non-Critical, Recurring Languages: An employee who is determined to be fluent in Russian or American Sign Language (ASL) shall receive an incentive of five (5%) percent over and above base pay for the shift during which he or she was required to use the language and for which the use has been documented in the CAD system.

D. Probationary Employees: Except for language fluency, the incentives and premiums required by this Section shall not be paid during an employee's initial probationary period except at the discretion of the Chief of Police.

E. Special Assignment Premiums:

1. K-9 Handler Pay: To compensate the K-9 handler for the off-duty care of the canine, the handler will be paid five percent (5%) per month of the employee's current pay step when assigned as the Department K-9 officer. The 5% differential is intended to compensate the K-9 Officer for off-duty grooming, feeding and care of the animal at applicable overtime rates. In addition, the handler shall be allowed thirty (30) minutes

per shift for these activities on scheduled workdays. The parties agree that this Section fully compensates the K-9 handler for these activities.

2. Field Training Officer (FTO): An employee designated by the City as a Field Training Officer shall be paid five percent (5%) above the employee's base pay when the Field Training Officer is assigned to train a recruit officer or a reserve officer who is in the field training process. The FTO will be responsible for reporting the premium pay on their time sheet.

3. Motorcycle Officer: To compensate the Motorcycle Officer for the hazards of working from a motorcycle and for the off-duty care of the police motorcycle, e.g., daily maintenance, etc., the Motorcycle Officer will be paid five percent (5%) above the employee's regular pay step when assigned as a motorcycle officer.

4. Interagency Bomb Squad and Interagency SWAT Team: Employees designated by the City to serve on the Interagency Bomb Squad or the Interagency SWAT Team will be paid an additional five percent (5%) of their regular base pay.

5. Fleet Manager: Employees assigned as the Fleet Manager for the Department will be paid an additional two and one-half percent (2.5%) of their regular base pay.

6. Training Officers: An employee designated by the City as a Training Officer shall be paid five percent (5%) above the employee's base pay for the time the Training Officer is scheduled to attend training as a trainer or for trainer development. For purposes of this Section, training time includes reasonable time for curriculum development, set-up, and tear-down. The Training Officer will be responsible for reporting the premium pay on his or her time sheet.

7. Temporarily-in-Charge: An officer who is designated or assigned to serve as Officer-in-Charge will receive a 5% increase in the wage to which the employee would be otherwise entitled for the duration of the assignment. This provision also applies to an employee designated or assigned to serve in the same capacity in the Support Services Unit (Records).

F. Incentives and Special Assignment Pay - Limitations on Cumulative Effect: A maximum of five (5%) percent may be received by any employee by virtue of education incentives provided for above. A maximum of five (5%) percent may be received by any officer qualifying for DPSST incentives provided for above. A maximum of 10% may be received by any employee for premium pay assignments. The total amount of all incentive and premium pay (education, certification, premium pay assignments) may not exceed 20% per month for any employee, except any employee certified as bilingual in Spanish may receive a maximum of five percent (5%), in addition to the above maximums. Likewise, any employee certified as bilingual in Russian or American Sign Language may receive five (5%) percent, in addition to the above maximums during the shift in which the language was used and documented in the CAD system. All incentives and special assignment pay premiums shall be based on regular base pay.

Section 7.4 Payday

The regular payday for the issuance of paychecks shall be every other Thursday of the month. At the discretion of the City, modifications to the payday schedule may be made where necessary.

Section 7.5 Travel Allowance

A. Travel Reimbursement: When an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated at the current Internal Revenue Service rate.

B. Expense Reimbursement: Employees will be reimbursed actual and reasonable travel expenses pursuant to the City-wide travel reimbursement policy, as it presently exists or is subsequently modified. The policy will not be changed to the detriment of employees without bargaining as required by PECBA.

Section 7.6 Uniforms

A. Uniforms Provided: The City shall provide all uniforms and equipment as required by the City. The City agrees to provide a duty weapon and all necessary duty rig accessories. In addition, for those employees so selecting, the City shall provide external ballistic vest carriers.

B. Cleaning: The City shall provide for the care and cleaning of up to eight (8) uniforms per month. If an employee is assigned as a Detective, the employee's clothes worn will be cleaned, up to eight (8) sets per month. The City will pay for the cleaning of up to eight (8) uniforms per month for non-sworn employees

C. Clothing Allowances:

1. Employees assigned as Detectives requiring business-like attire will be paid six hundred ($600) dollars per fiscal year clothing allowance.

2. Employees assigned as Police Support Specialist, Investigative Services Specialist, Property and Evidence Specialist, and Crime Analyst, shall be paid three hundred dollars ($300) per fiscal year clothing allowance. Officers assigned to CRU will be paid two hundred dollars ($200) per fiscal year clothing allowance.

3. These allowances shall be payable to the employee upon appointment and annually on July 1st of each subsequent year. The City reserves the right to prorate the allowances provided to employees during their first and last fiscal years of assignment. When an employee enters an assignment where a clothing allowance is due, it shall be dispensed as follows:

a. During the first nine months of the fiscal year (July 1 through March 31), the full clothing allowance shall be paid, or

b. During the last three months of the fiscal year (April 1 through June 30), half of the clothing allowance shall be paid.

4. An employee may receive only one clothing allowance per fiscal year, but shall receive the higher amount if the employee works in an assignment with a higher amount.

D. Damage: When a uniform is returned to the City because of wear or damage, it shall be replaced within a reasonable amount of time.

E. Personal Items: The City agrees to repair or replace personal items of the employee that are damaged, destroyed, or lost while the employee is on duty, unless the damaged or lost personal item is attributed to the negligence of the employee. The repair or replacement of personal items shall not exceed reasonable costs. Expensive items of jewelry or personal property which are over $100 in value, excluding wedding rings and prescription eyeglasses, will not be worn while on duty without prior written approval, and shall not be subject to repair or replacement by the City if the item is damaged, destroyed or lost. Wireless phones will be reimbursed pursuant to City policy.

Section 7.7 Tuition Assistance

A. Tuition Aid Defined: Tuition aid is defined as full or partial payment or reimbursement of the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after regular work hours.

B. Travel Reimbursement: When an employee is assigned by the City to attend, on a part-time basis, designated courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses. Employees will cooperate in pooling rides when such pooling is available.

C. Tuition Aid: Contingent upon the availability of funds that have been budgeted for this purpose, tuition aid will be provided for one-half the cost of the course tuition to employees who successfully complete classes with a grade of C or better, for the purpose of self-development, when such training will also be beneficial to the employer as determined by the City. Presentation of the employee's grades from the school shall be sufficient proof. The petitioning employee shall submit request for tuition aid to the City for approval or disapproval prior to enrollment. The City's obligation shall be limited to one half of the hourly tuition cost for an undergraduate degree course at Western Oregon University, not the promised rate.

Section 7.8 Personal Wireless Phone Allowance

Employees are eligible for personal wireless phone allowances (stipends) as outlined in City policy.

Section 7.9 ORPAT Incentive

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off-duty and without compensation (includes both members taking test and ORPAT instructors conducting test). However, members scheduled to be on duty at the time scheduled for testing will be provided the opportunity to participate while on duty if requested. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped and the employee will not be eligible for an incentive.

Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars ($250.00). An employee may take the ORPAT twice per fiscal year, with a maximum incentive of $500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this Agreement, the minimum standard for passing will be the time established as passing by DPSST for an entry level Police Officer.

If an employee fails to pass the ORPAT on the first date for testing that employee may retake the test at the next scheduled ORPAT testing.

If an employee is unable to participate in the scheduled ORPAT test due to court, bona fide illness or injury or other reasonable conflict, the employee may make-up the test during any ORPAT testing conducted at DPSST (with DPSST permission) without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the employee and the Chief of Police.

Employees who choose not to participate or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined-in this Agreement will not be subject to discipline.

Employees who choose not to participate in the ORPAT have the option to participate in the City's Health & Wellness Program. Such employees may request to switch programs at approximately

six (6) month intervals based on the ORPAT testing schedule, ensuring they are participating in only one program at a time.

ARTICLE 8 – INSURANCE AND RETIREMENT

Section 8.1 Health Insurance and Dental Insurance

A. The City will pay ninety five percent (95%) of the premium to provide medical and dental insurance coverage for full-time members who are participating in the City's current Health Net Plan and Guardian Dental Plan.

   Employees participating in those plans shall be responsible for paying the remaining five percent (5%) of the premium, irrespective of level of coverage through payroll deduction or, in the event of unpaid leave through direct payment.

   Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in the above plans. Any premium costs in excess of that amount shall be the employee's responsibility.

B. For regular part-time employees, the City will split the cost of employee-only medical and dental insurance using the same ninety-five/five percent (95%/5%) split as described above.

C. All employee contributions shall be paid through payroll deductions. The City will provide an IRC Section 125 flexible spending account plan.

D. The City may select a different plan or provider of health and/or dental insurance benefits which are, on the whole, substantially comparable to those currently provided. The City and the Association shall consult within fourteen (14) days of the City's written notice to the Association E-Board, but need not bargain over a change in plans permitted by this Article. If the Association believes a change in health and/or dental insurance benefits is not substantially comparable, then the Association may demand to bargain over the change.

   Notwithstanding the above, the City reserves its right to change carriers without bargaining, consistent with PECBA.

E. This Section shall be automatically reopened in the event the excise tax will be triggered, in accordance with Article 17 of the Agreement.

Section 8.2 Life Insurance

The City agrees to provide $60,000 24-hour life insurance protection to all regular and probationary full-time employees covered by this Agreement.

Section 8.3 Retirement

A. The City agrees to participate in the Oregon Public Employees Retirement System (PERS) Plans for all members of the bargaining unit and will not reduce employee compensation in order to generate funds needed to pay the contribution.

B. Employees may contribute voluntarily to one deferred compensation plan administered for the City. The City shall match the employee's contribution up to six (6%) percent of the employee's gross salary.

   This Section shall not obligate the employee or the City to contribute more than twenty-five (25%) percent of wages or such other amount as is imposed as a maximum contribution by the Internal Revenue Code or the retirement plan.

Section 8.4 Workers Compensation

All employees are covered for on-the-job injuries and occupational illnesses under the state workers' compensation law. When an employee must take time off by reason of an occupational illness or on-the-job injury, the employee will receive workers compensation in accordance with state law.

In addition, for the first one hundred and eighty (180) days following such illnesses or injuries or an aggravation of an original occupational illness or on-the-job injury, notwithstanding whether the illness or injury has been accepted by the City's workers' compensation carrier, the City agrees to supplement the employee's workers' compensation time loss benefits up to the employee's regular salary after taxes. After one hundred and eighty (180) days following an occupational illness or on-the-job injury or aggravation, the employee shall use available sick leave or, at the employee's option, another paid leave bank (adjust time, shift time, holiday banks or accrued vacation) to make up the difference between workers' compensation time loss payments and his or her regular salary after taxes, until such time as the employee is eligible to receive disability benefits under PERS or the City's long- term disability insurance policy. In the event the employee does not elect to use another paid leave bank in advance of issuance of his or her first paycheck following the commencement of the absence, the employee's sick leave bank will be used first. If the employee's sick leave is exhausted, his or her paid leave accruals will be used to make up the differential between the employee's workers' compensation benefits and the employee's regular salary after taxes until such time as the employee is eligible to receive disability benefits under PERS or the City's long-term disability plan or the employee's paid leave banks have been depleted. Employees may designate the order in which they want to use other paid leave accruals. In the event an employee fails to make such a designation in advance of issuance of his or her first paycheck following the commencement of the absence, the City will use his or her sick leave, followed by adjust time, shift time, holiday banks, then accrued vacation.

Employees may be allowed to use other paid leave accruals, as described above, before depleting sick leave with the City's approval.

In the event the City makes supplemental wage payments to an employee for an injury or illness that is later denied as a workers' compensation claim by the City's carrier, the City will deduct the equivalent number of hours for which supplemental wage payments were made, including any payment for the three-day waiting period, if applicable, from the employee's sick leave bank. If the employee's sick leave bank is not sufficient to recoup those hours the City will deduct the remaining amount hours from the employee's paid leave accruals. Employees may designate the order in which they want to use other paid leave accruals for the overpayment, with the City reserving the right to use adjust time first, followed by shift time, holiday banks, then accrued vacation, if no designation is made in advance. Deductions in sick leave or other paid leave banks will be made within fourteen (14) calendar days of the City's receipt of notification of denial from the workers' compensation carrier or by the end of the next subsequent pay period. The City will not be required to pay sick leave and/or other paid leave that duplicates Temporary Total Disability (TTD) time loss benefits paid to an employee.

In the event an employee timely objects to denial of a workers' compensation claim pursuant to ORS 656.319, and the denial is reversed, the City will restore the employee's sick leave and/or other paid leave banks no later than the end of the pay period following receipt of notice of reversal.

In the unlikely event that the hours cannot be recouped from an employee's sick leave and/or other paid leave banks, the City will notify the Association of the amount of the overpayment and will bargain with the Association regarding the method of repayment of the balance of overpayment due.

Employees who must take time off from work due to on-the-job injuries and occupational illnesses are entitled to reinstatement for up to three (3) years, consistent with applicable law.

Section 8.5 Long Term Disability Insurance

The City will pay the full premium to provide salary protection for long-term disability as a result of illness or injury to full-time employees. Employees shall be eligible for long-term disability coverage ninety (90) calendar days from the date of injury of disability. Eligibility for benefits is governed by the terms of the City's long-term disability insurance policy.

Section 8.6 Modified Duty

The parties recognize that the nature of law enforcement restricts the City's ability to accommodate employees who, for medical reason, are unable to perform all of the duties of a police officer.

When an employee who is recovering from an injury or illness is certified as fit for modified duty, but not full-duty, the City may assign modified duty work within the employee's medical restrictions, subject to the Department's determination that actual modified duty work suited to employee's medical limitation is available.

Generally, to be eligible for a modified duty assignment, an employee must be temporarily unable to return to his or her regular duties as the result of an injury or illness and not medically stationary. Once an employee becomes medically stationary, that employee is no longer eligible to participate

in modified duty assignments. The City will, however, comply with its obligation to assign modified duty work to employees who qualify as disabled due to on-the-job or off-the-job injuries or illnesses, as required under the reasonable accommodation provisions of the ADA and state disability discrimination law.

It is understood that the City may assign an employee who is on modified duty assignment to a different shift or assignment without regard to seniority, and if the employee is a sworn officer who is not expected to immediately respond to calls for service, their meal period will not be paid. The City may require a medical verification of the employee's ability to safely perform the modified duties as a condition to placing an employee in a modified duty assignment. The City shall have the right to obtain a second medical opinion at its own expense in order to verify any medical opinion it has received from the employee's healthcare provider.

In the event modified duty assignments are granted as a result of a nonwork-related injury or illness, the employee will receive his or her regular rate, including incentive pay. However, employees shall not receive special assignment premium pay pursuant to Section 7.3.E if they are placed on modified duty as the result of a nonwork-related injury or illness and are not performing those duties. During the time an employee is on modified duty, sick leave, holiday pay and vacation pay will continue to accrue at the employee's regular rate. There shall be no charge to the employee's sick leave, holiday or vacation pay banks for the time spent working in a modified duty capacity.

Section 8.7 Continuation of Coverage

Employees shall continue to receive medical, dental, long term disability and life insurance benefits during the time they are on paid leave (holiday, vacation, sick leave, etc.) or during the time they are on FMLA leave, whichever is greater. Benefit coverage through the City's payment of the premiums will continue until the last day of the month in which the employee's paid leave is depleted or FMLA leave expires, whichever occurs later, except as otherwise required by law.

Section 8.8 Retirement Health Savings Account (HSA)

The City shall contribute one percent (1%) of employee base wage rates into an HSA account for employees covered by this Agreement until June 30, 2019. The City shall contribute two percent (2%) of employee base wage rates into an HSA account for employees covered by this Agreement effective July 1, 2019.

ARTICLE 9 – LEAVE WITH AND WITHOUT PAY

Section 9.1 Sick Leave

A. Accrual: All employees accrue sick leave as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of 96 hours per calendar year and will be accrued at the rate of 3.7 hours of sick time per pay period (96 hours divided by 26 pay periods = 3.7). Accrual shall begin upon commencement of employment and shall continue to accrue while an employee is on paid leave, including leave for which an employee is receiving workers' compensation benefits. Paid sick leave benefits do not accrue during periods an employee is on unpaid leaves of absence or long-term disability. Unused sick leave shall accumulate to a maximum of 2,520 hours. Part-time employees shall accrue sick leave on a pro-rata basis up to a maximum of 1,260 hours in accordance with Section 1.2.

B. Use of Sick Leave: Employees may utilize their earned sick leave for the following purposes:

1. When the employee is unable to perform his or her work duties by reason of off-the-job illness, injury or pregnancy, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily deal with would be endangered by attendance of the employee.

2. When the employee is unable to perform his or her work duties by reason of on-the-job injury or illness in the amount of the differential between the employee's time loss benefits and his or her regular wage.

3. For medical or dental appointments when, due to the employee's work schedule, the employee is unable to schedule such appointments outside of work hours. In this instance, appointments will be scheduled to minimize interference with the work schedule; it is recognized that each employee has the responsibility to make every effort to schedule appointments during off-duty hours.

4. When required to provide care for an ill or injured member of the immediate family in order to make arrangements for alternative care. For the purpose of this Section, "immediate family" includes the employee's spouse, parents or children as defined in the federal Family Medical Leave Act, the employee's parents-in-law, grandparents, grandchildren and domestic partner as defined in Section 1.3, as well as the parents, children, grandparents and grandchildren of such domestic partner.

5. When an employee who is eligible for leave under the Oregon Family Leave Act (OFLA) is absent for an OFLA qualifying reason, including caring for a minor child.

6. When otherwise required by applicable law.

C. Donation of Sick Leave: An employee may donate up to forty (40) hours of sick leave or vacation leave per calendar year to a donated leave bank administered by the City, as long

as they maintain at least 40 hours in both their sick and vacation leave banks on an ongoing basis. To be eligible to apply for donated leave, an employee must:

1. have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work (anticipate to be absent from work at least two weeks beyond exhaustion of all leave banks);

2. have exhausted all sick leave and other accrued time; and

3. not be eligible for disability benefits under PERS or the City's long-term disability benefits prior to receipt of any donated sick leave.

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance. Donated sick leave will be based on a two (2) hours for one (1) hour (2:1) exchange. Donated vacation leave will be based on a one (1) hour for one (1) hour (1:1) exchange. Donations will be made without regard to differences in the pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay.

Employees do not accrue sick leave, vacation pay or other benefits during the time they are on donated leave. Donated time cannot be used to extend the employment of an employee who will not be returning to work.

D. Substantiation: The City may require an employee to submit verification of eligibility for sick leave from an employee's doctor or healthcare professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the City can articulate a good faith concern (e.g. questionable patterns of absence, suspicious explanations, etc.), regarding the employee's eligibility to receive sick leave. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket cost billed by the doctor or healthcare professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee or to substantiate that the employee's attendance is needed to care for an ill or injured family member or otherwise when the City determines necessary to ensure compliance with applicable laws regarding time off from work, consistent with applicable law.

E. Reporting Absence: Any employee who is ill and unable to report to work shall notify the on-duty supervisor or, in the event the on-duty supervisor cannot be reached, his or her immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness or injury, the employee shall keep his or her immediate supervisor advised of his or her inability to report to work on a daily basis. However daily notice will not be required in situations where the employee has submitted written verification from

his or her doctor or health care professional of his or her need to be absent from work for a definite period or as otherwise approved by his or her supervisor.

F. Sick Leave on Retirement: Upon retirement of an employee, as permitted by applicable law, fifty percent (50%) of an employee's unused sick leave shall be credited to retirement. Employees who are in the PRSRP retirement program shall be paid upon retirement an amount equal to fifty percent (50%) of their unused sick leave.

Section 9.2 Family and Medical Leave

The City will comply with the Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, to care for a child who needs home care but does not have a serious health condition, to provide care to an immediate family member or next of kin who is recovering from serious injury or illness incurred in the performance of military service or for absences due to "qualifying exigencies" arising out the fact that an immediate family member has been called or notified of a call to active military duty.

The employee may be required to have his or her healthcare provider complete a medical certification form to substantiate eligibility for FMLA and OFLA Leave and as necessary to obtain a second and/or third opinion. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of such certifications. Employees may be required to provide a fitness for duty certification before returning from family leave, except in the case of childbirth or adoption, and only if the employee has taken leave for a serious health condition or if the City believes the employee is not fit or may be unable to perform duties as assigned.

When sick leave is used for FMLA/OFLA qualifying purposes, the leave will be counted against the employee's FMLA and/or OFLA entitlement, as permitted by applicable law.

While out on such leave, an employee shall utilize any accrued sick leave he or she is eligible to receive under Section 9.1.B above until such time as the employee is eligible to receive disability benefits under PERS or the City's long-term disability insurance policy. Employees who are absent from work for FMLA or OFLA qualifying reasons, but who are not eligible receive sick leave benefits or have depleted sick leave benefits may designate the order in which they want to use other paid leave accruals. In the event an employee fails to make such a designation in advance of issuance of his or her first paycheck following the commencement of the absence, the City will make the designation, using accrued vacation as the last choice. After using all paid time, the employee may take leave without pay for the remainder of the family leave year designated by the City. Except as provided by law, family leave shall not exceed twelve (12) weeks within the family leave year specified by the City.

Section 9.3 Other Leaves

A. Jury Service and Appearances: Employees may be granted leave with or without pay as follows:

1. Service with Jury: Employees may be granted leave with pay to appear for jury service. Employees who are excused from jury service before the end of their regularly scheduled work shift shall immediately report their availability for assignment to their supervisor.

   Pay for jury service shall be limited to the pay an employee would receive for his or her regularly scheduled work shift. Employees are not entitled to overtime pay for jury service. All monies received for jury service will be surrendered to the City.

   Employees who are scheduled to work a regular work schedule that does not fall within the same hours of their jury service may be allowed to use administrative leave to take a portion of their regular work schedule off prior to their jury service, after their jury service, or both, to allow for at least eight (8) hours of rest prior to their jury service, after their jury service, or both, with written approval of their supervisor.

2. Appearances on Non-City Related Business: Employees who appear on non-City related business before a court, legislative committee or administrative agency as a party or a witness in response to a subpoena or other order by proper authority may be granted leave without pay or the employee may choose to use any accrued leave, except sick leave.

3. PECBA Related Appearances: Employees subpoenaed or compelled to appear for PECBA related proceedings, including interest and grievance arbitrations, shall be paid for their time testifying, as well as their travel time to and from the Department to the hearing. The City and the Association agree that all reasonable steps will be taken to subpoena witnesses in PECBA proceedings to testify during their regular work schedule and to limit the time employees are called to testify to periods when their testimony is expected to occur. Employees who are subpoenaed or compelled to appear for PECBA procedures are not entitled to minimum call back pay for their appearances. The City may also adjust the work schedules of employees who are scheduled to appear in PECBA related proceedings with seven (7) days written notice in order to avoid overtime.

B. Personal Unpaid Leave: Employees may be granted leave of absence without pay when the work of the Department will not, in the view of the City, be handicapped by this absence. Requests for such leaves must be in writing and must establish justification for the approval by the Chief of Police or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the Chief of Police. Leaves of absences for longer than two (2) weeks must be approved by the City Manager.

C. Military and Peace Corps Leave: Military and Peace Corps leave shall be granted in accordance with applicable law.

D. Bereavement Leave: Following a death in the employee's immediate family, the employee is entitled to a maximum of three (3) days bereavement leave with pay, plus two (2) additional days available chargeable to any accrued leave at the discretion of the Chief of Police. For the purpose of this subsection, immediate family includes: mother, father, son, daughter, siblings, husband, wife, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent. It also includes domestic partners, as defined in Section 1.3, as well as the mother, father, son, daughter, siblings, grandparents and grandchildren of such domestic partners. Employees may utilize sick leave for additional time off in accordance with OFLA.

E. Extended Medical Leave: Additional leave without pay may be offered as a reasonable accommodation to an employee who is also a qualified individual with a disability, unless it would be an undue hardship on the City in accordance with the ADA and state law. The City may impose conditions or restrictions as permitted by Oregon or federal law.

Section 9.4 General Rules

A. Failure to Return from Leave: Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned employment with the City and the position shall be declared vacated, except and unless the employee, prior to the expiration of the employee's leave of absence or as allowed by family leave laws, has furnished evidence that the employee is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond the control of the employee.

B. Absence Without Leave: Except as allowed by family leave laws with respect to unanticipated need for family leave, an absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized or taken pursuant to a leave of absence, shall be deemed to be an unauthorized absence. An employee who has an unanticipated need for family leave must comply with the notice requirements under applicable law. Unauthorized absences shall be without pay and may subject an employee to disciplinary action.

ARTICLE 10 – VACATION AND HOLIDAYS

10.1 Vacation

A. Accrual of Vacation Benefits: Regular and probationary full-time employees shall accrue vacation time on a monthly basis. The amount of an employee's vacation accrual will be adjusted for the City's bi-weekly payroll periods. Vacation pay is earned from an employee's first day of employment, but cannot be used until completion of twelve (12) months of continuous employment, except at discretion of the Chief of Police or designee. Regular and probationary full-time employees shall earn vacation pay as follows:

1. From one (1) through two (2) years of employment at a rate of six point seven (6.7) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 3.10 hours.

2. Commencing with the third (3rd) year of employment at a rate of eight (8) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 3.70 hours.

3. Commencing with the fifth (5th) year of employment at a rate of ten (10) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 4.62 hours.

4. Commencing with the tenth (10th) year of employment at a rate of twelve (12) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 5.54 hours.

5. Commencing with the fifteenth (15th) year of employment at a rate of sixteen point seven (16.7) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 7.70 hours.

B. Accrual for Regular and Probationary Part-Time Employees: "Regular part-time" employees shall accrue vacation in accordance with Section 1.2.

C. Eligibility for Continued Accrual: Regular and probationary full-time and part-time employees will continue to accrue vacation pay, as long as they are actively employed or on paid leave.

D. Maximum Accrual: An employee may accrue a maximum of 400 hours of vacation time. Any excess hours over 400 will be forfeited without compensation.

E. Effect of Separation: Any vacation owed to a terminating employee shall be added to the employee's final pay.

F. Pay in Lieu of Vacation: An employee, subject to availability of budgeted funds and approval from the Chief of Police, may elect to be paid 40 hours of vacation pay in lieu of

taking 40 hours of vacation time off, if such pay is taken concurrently with 40 hours of vacation time off.

G. Vacation Selection: Employees shall be permitted to request vacation time off either on a split or an entire basis. Employees shall have the right to determine the vacation time, subject to scheduling required for public service. The Chief of Police or designee shall make the determination of whether an employee's request for vacation time off will be granted based upon the needs of an efficient operation, the availability of vacation relief and the City's right to arrange the schedule so that each employee who is eligible has an opportunity to take vacation time off.

   Vacation time shall be selected on the basis of bargaining unit seniority within the employee's work unit provided, however, that employees will be permitted to exercise their right of seniority only once annually for a one (1) block of time period (i.e. member may select one consecutive period, one time), not to exceed four (4) consecutive calendar weeks, unless otherwise approved by the Chief of Police. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Each employee must make a good faith effort to schedule at least one (1) block of time, at least one (1) week off, during each year.

   One (1) officer per patrol team will be allowed to be on vacation at any one time, unless more are approved by the Chief of Police or designee. This limitation shall not apply if an officer with previously approved vacation is reassigned to a different patrol team provided, however, that vacation may be disapproved or canceled in the event of a staff reduction or an unforeseen emergency.

H. Concurrent Leaves: If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be counted against the employee's family leave entitlement. In such a case, upon request, the employee shall provide health care provider certifications, including second and third opinions and fitness for duty certifications, as provided by family leave laws.

Section 10.2 Floating Holidays

A. Affected Members. All sworn members, except those assigned as School Resource Officers and those assigned to regular business hours (as defined in Section 5.9) shall accrue floating holidays.

B. Floating Holiday Accrual Rates. Members accruing floating holidays shall be entitled to accrue twelve (12) floating holidays per year, accrued at the following rates, based on their work schedules:

   1. A member assigned to a twelve (12) hour work schedule will accrue twelve (12) hours of floating holiday time off per month (5.54 hours per pay period).

2. A member assigned to a ten (10) hour work schedule will accrue ten (10) hours of floating holiday time off per month (4.62 hours per pay period).

3. A member assigned to an affected eight (8) hour work schedule will accrue eight (8) hours of floating holiday time off per month (3.70 hours per pay period).

C. Floating Holiday Time Off

1. Scheduling, Generally. Scheduling floating holiday time off is a member's responsibility. Floating holiday time off may be requested up to ninety (90) days in advance, and will be granted on a first come, first served basis.

   Members will schedule floating holidays in good faith based on days available and must receive their supervisor's approval. Supervisory approval can be withheld only to meet operational and staffing needs. Floating holiday time off not taken in accordance with this Section will be lost, unless it is not taken or is cancelled by the Department for operational reasons, in which case it will be paid. Members may not accrue more than twenty-four (24) hours of floating holiday time.

2. Scheduling 4/10 Work Schedule. Except for police officers assigned to a patrol unit, members working a 4/10 schedule shall recognize and take off each holidays recognized in Section 10.3.A, unless they request and receive their supervisor's approval to work on a recognized holiday.

Section 10.3 Holidays for Members Not Accruing Floating Holidays

A. The following days shall be recognized and taken off as guaranteed paid holidays. On these holidays, the business office will be closed.

1. New Year's Day
2. Martin L. King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

B. Personal Leave: The purpose of personal leave is to give two (2) additional days off to members who work regular business hours and who do not accrue floating holidays. This matches them day-for-day with other members who accrue the equivalent of one holiday off per month.

   Members who work regular business hours and who do not accrue floating holidays shall receive 16 hours of personal leave per fiscal year. Nonsworn members who work regular business hours and who do not accrue floating holidays shall receive twenty-four (24) hours of personal leave per fiscal year. At the completion of 15 years of service with the Keizer Police Department, nonsworn members who work regular business hours and who do not accrue floating holidays shall receive thirty-two (32) hours of personal leave per fiscal year. Personal leave will be granted on July 1 of each fiscal year and must be utilized by June 30

of the same fiscal year. Employees are to request time off with their supervisor in advance. Time off will be granted on the following basis: for each unit of time off requested, an equal amount of time must be given (for example: for one-hour off, one-hour advance notice must be given, for two-hours off, two-hours advance notice must be given, etc.).

Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not considered to be vested compensation and are not paid at separation.

C. Weekend Holiday: For members working regular business hours and who do not accrue floating holidays, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Section 10.4 Effect of Holidays During Time Taken Off

For employees working regular business hours who do not accrue floating holiday hours, whenever a holiday falls during paid leave (e.g., vacation or sick leave), the holiday shall be observed and no charge shall be made against the employees' paid leave account(s) for that day.

Section 10.5 Holiday Pay

For employees not accruing floating holidays, work performed on any holidays recognized in Section 10.3 shall be paid at overtime rates, in addition to holiday pay in accordance with Section 5.4.D.4. For purposes of holiday compensation, an employee whose shift begins on the holiday shall receive holiday pay for the full regular shift.

Sworn employees whose regularly scheduled shift begins on Thanksgiving Day and/or Christmas day (i.e. shifts beginning between midnight and 2359) will be compensated at time and one half (1.5) for all hours worked on that regularly scheduled workday.

ARTICLE 11 – PROBATION

Section 11.1 Probation

All new hires and rehires shall serve a probationary period. The probationary period for sworn personnel may be any time period up to eighteen (18) months and may be extended to a maximum of twenty-four (24) months, if mutually agreed to by the Chief of Police and the Association. Non-sworn personnel shall serve a probationary period of up to twelve (12) months and may be extended to a maximum of eighteen (18) months, if mutually agreed to by the Chief of Police and the Association.

The probationary period shall be a part of the training and evaluation process and shall be used to evaluate the skills and abilities of the newly hired or rehired employee to be assigned to regular employee status. Probationary employees serve at the will of the City and may be disciplined, suspended or discharged without cause and without appeal through the grievance and arbitration procedures set forth in Article 15 of this Agreement.

ARTICLE 12 – SENIORITY

Section 12.1 Seniority

A. Seniority Defined: Bargaining unit seniority is determined by the length of an employee's continuous service with the Department in the bargaining unit from last date of hire. Classification seniority is determined by the length of an employee's service in the employee's current classification, as described by Section 12.5, below and is used for the purpose of patrol schedule rotation and vacation bidding in accordance with Articles 5 and 10.

B. Seniority List: The City will make electronic copies of bargaining unit and classification seniority lists available to the Association and employees upon request.

Section 12.2 Layoff and Recall

A. Layoff: The City may lay off an employee when the City determines it necessary to eliminate a position or that a shortage of funds or work exists. Layoff shall be by specific job classification as listed in Appendix A. Probationary employees in the classification(s) affected by layoff will be laid off first. In the event the City determines that it is necessary to layoff regular employees, employees in the classification(s) affected shall be in laid off in ascending order (bottom to top) based on bargaining unit seniority.

   An employee shall be given written notice at least fifteen (15) days before the effective date stating the reasons for the layoff.

B. Recall: Employees shall be recalled from layoff to the classification held at the time of layoff in inverse order of layoff according to their bargaining unit seniority. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled or have otherwise suffered a break in seniority, as set forth in Section 12.3 below.

C. Layoff List: Layoff status shall be maintained for a two (2) year period. It shall be the obligation of the employee to maintain a current address with the City during this period.

D. Bumping: An employee scheduled to be laid off may utilize his or her bargaining unit seniority to bump the employee with the lowest bargaining unit seniority in a lower classification, if the employee is presently qualified and certified to perform, immediately, all of the duties and responsibilities of the different classification. Employees who wish to exercise bumping rights must notify the City in writing within ten (10) calendar days of receipt of layoff notice.

Section 12.3 Continuity of Service

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

A. Employees will continue to accrue seniority. Seniority will be broken and the employment relationship will be severed if any of the following events occur:

1. Voluntary resignation or retirement;

2. Discharge of a regular employee for just cause or a probationary employee at will;

3. Layoff or absence from work due to off-the-job illness or off-the-job injury for more than twenty-four (24) months' duration;

4. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within ten (10) business days of delivery;

5. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off- or on-the-job injury or illness, failure to report for available work within seven days of receipt of notice of a limited or a full medical release to return to work;

6. Absence from work due to an on the-job-injury or on-the-job illness in accordance with ORS Chapter 659A.

7. Failure to return from military leave, in accordance with applicable law.

Section 12.4 Retention of Seniority for Promotions

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City will return with the seniority they had accrued at the time of their promotion restored. The time an employee spends in such a position will not, however, be applied toward his or her seniority. Instead, the employee's bargaining unit and classification seniority date will be adjusted by an amount equal to the time he or she served in the non-bargaining unit position.

Section 12.5 Retention of Classification Seniority upon Reemployment

In the event an employee voluntarily resigns from employment with the City, but is rehired within one (1) year from the date of the resignation, the classification seniority the employee had on the date of resignation will be restored.

ARTICLE 13 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINE

Section 13.1 Complaints, Investigations and Discipline

All discipline and termination actions shall be only for just cause using the principles of progressive discipline and adhering to the procedure set forth in Appendix B and Appendix C. Appendices B and C shall not be changed without bargaining. Any dispute shall be resolved by the procedure set forth under PECBA.

ARTICLE 14 – PERSONNEL RECORDS

Section 14.1 Personnel Record

The City shall maintain a personnel record of each employee in the City service. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, Guardian Tracking, etc., relating to the employee's performance and employment status.

Section 14.2 Inspection of Record

An employee may inspect the contents of the employee's personnel record, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except confidential reports from previous employers. Should the employee's personnel record contain a psychological or psychiatric report which could be harmful for the employee to review, the City may elect to disclose the report to the employee's physician of choice.

Section 14.3 Critical Entries

No disciplinary action, evaluation document, or complaint will be placed into an employee's personnel file without a copy being provided to the employee. The employee will be asked to acknowledge receipt by signing a copy of the document. Such a signature is not to be construed as indicating agreement with the contents thereof.

Section 14.4 Rebuttal Material

If an employee believes that there is material in the personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as a part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to the City.

Section 14.5 Entries Dated

Each entry into the employee's personnel file shall be dated.

Section 14.6 Removal

An employee may request the removal of disciplinary documents from the employee's personnel file as follows: If the disciplinary document the employee is seeking to remove is a verbal or written reprimand, the employee may request removal after eighteen (10) months from the issuance of the discipline, if the employee has not engaged in the same or similar conduct during that period. If the disciplinary document the employee is seeking to remove is a suspension or other economic sanction, the employee may request removal after three (3) years from the date of issuance of the discipline, if the employee has not engaged in the same or similar conduct during

that period. In the event materials are required to be kept for a longer period under the Oregon Administrative Rules, the materials shall be removed and kept in a sealed file. Any such request shall be made to the Chief of Police in writing and, if denied, the decision may be appealed to the City Manager in writing. Requests for removal will not be unreasonably denied.

Documents removed from an employee's personnel file will not be used against an employee for the purpose of establishing progressive discipline, but may be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, compliance with legal obligations and to defend against legal actions.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1 Grievance Procedure

Grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Such grievance shall be settled in the following manner:

Step One: Should an employee believe that an employee's rights under this Agreement have been violated, within twenty-one (21) calendar days of the date of such grievance or knowledge thereof, the employee shall report the matter in writing to the employee's immediate supervisor. The written grievance shall be on a form approved by the City and Association and shall include:

1. A statement of the grievance and relevant facts;
2. Provision of the Agreement violated; and
3. Remedy sought.

Within twenty-one (21) calendar days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit an answer in writing to the employee.

Step Two: If the grievance still remains unsettled, within twenty-one (21) calendar days after the reply of the immediate supervisor is received or the date that such reply is due, the Association may submit the grievance in writing to the Police Chief. The Chief shall respond in writing to the employee within twenty-one (21) calendar days.

Step Three: If the grievance still remains unresolved, within twenty-one (21) calendar days, the Association may submit the matter in writing to the City Manager. The City Manager shall respond in writing to the employee within twenty-one (21) calendar days.

Step Four: If the grievance still remains unsettled, within twenty-one (21) days after the reply of the City Manager is due, the Association may serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

After the grievance has been so submitted, the Association may request from the Oregon Employment Relations Board a list of seven (7) Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit the decision within thirty (30) days of the date of the hearing.

Section 15.2 Cost of Arbitrator

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost for the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. The arbitrator shall designate the "losing party." The arbitrator's designation of the "losing party" shall be final and binding. The cost of a court reporter is contingent on both parties having agreed to utilize the services of a court reporter.

Section 15.3 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limit shall permit the grievance to proceed to the next step. The grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved through Step Three of the Grievance Procedure.

ARTICLE 16 – SAVINGS CLAUSE

Section 16.1 Savings Clause

Should any Article, Section or provision of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon, or federal government, or issuance of a final regulation by an administrative agency, such decision, legislation or regulation shall apply only to the specific Article, Section or portion of the Agreement directly affected. Upon issuance of any such decision, legislation or administrative regulation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion of the Agreement, in accordance with PECBA. All other portions of this Agreement, and the Agreement as a whole, shall continue in effect. Nothing in this Article constitutes a waiver of the right of either party to assert that the Article, Section or provision in question is not unlawful or unenforceable.

ARTICLE 17 – TERM OF AGREEMENT

Section 17.1 Term of Agreement

Any specified Article or Articles of this Agreement may be opened for negotiation by mutual written consent of both parties at any time during the life of the Agreement.

Except as set forth in Section 17.2 below, this Agreement commences on July 1, 2018, and terminates on June 30, 2021. The parties will commence negotiations for a successor Agreement on or about January 2021. This Agreement will remain in full force and effect during the period of negotiations.

Section 17.2 Insurance Re-opener

In the event the insurance and insurance benefits provided under this Agreement trigger the excise ("Cadillac") tax under the Affordable Care Act, the parties agree to automatically reopen Sections 7.1 and 8.1 of this Agreement.

CITY OF KEIZER, OREGON		**KEIZER POLICE ASSOCIATION**	
Chris Eppley City Manager	Date	Darsy Olafson President	Date
John Teague Chief of Police	Date	Kevin DeMarco Vice President	Date

APPENDIX A

Keizer Police Association Bargaining Unit Employees Pay Schedule - 3.0% COLA Effective July 1, 2018											
Range	**Classification**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**
15	Police Support Specialist	20.12	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48	26.24
		1,609.60	1,657.60	1,707.20	1,758.40	1,811.20	1,865.60	1,921.60	1,979.20	2,038.40	2,099.20
		3,487.47	3,591.47	3,698.93	3,809.87	3,924.27	4,042.13	4,163.47	4,288.27	4,416.53	4,548.27
16	Property & Evidence Specialist	21.15	21.78	22.43	23.10	23.79	24.50	25.24	26.00	26.78	27.58
		1,692.00	1,742.40	1,794.40	1,848.00	1,903.20	1,960.00	2,019.20	2,080.00	2,142.40	2,206.40
		3,666.00	3,775.20	3,887.87	4,004.00	4,123.60	4,246.67	4,374.93	4,506.67	4,641.87	4,780.53
17	Community Service Officer	22.18	22.85	23.54	24.25	24.98	25.73	26.50	27.30	28.12	28.96
	Investigative Services Specialist	1,774.40	1,828.00	1,883.20	1,940.00	1,998.40	2,058.40	2,120.00	2,184.00	2,249.60	2,316.80
		3,844.53	3,960.67	4,080.27	4,203.33	4,329.87	4,459.87	4,593.33	4,732.00	4,874.13	5,019.73
20	Crime Analyst	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.51
		2,054.40	2,116.00	2,179.20	2,244.80	2,312.00	2,381.60	2,452.80	2,526.40	2,602.40	2,680.80
		4,451.20	4,584.67	4,721.60	4,863.73	5,009.33	5,160.13	5,314.40	5,473.87	5,638.53	5,808.40
								*10 Yr			
PO	Police Officer	27.57	28.95	30.40	31.92	33.52	35.20	36.08			
		2,205.60	2,316.00	2,432.00	2,553.60	2,681.60	2,816.00	2,886.40			
		4,778.80	5,018.00	5,269.33	5,532.80	5,810.13	6,101.33	6,253.87			
											*Refer to Article 7.1.B

APPENDIX B

PERSONNEL COMPLAINTS AND INVESTIGATIONS

Version 100716 — Also appears in Policies and Procedures Manual as PPM 810

810.1 POLICY

It is the policy of the Keizer Police Department that personnel complaints and investigations will be fair, impartial, and thorough in order to provide accountability to the public, discover improper conduct or performance, protect members from false accusations, assess training needs, facilitate re-evaluation, and/or to promote the formation or reformation of policies and procedures.

810.2 PURPOSE

The purpose of this policy is to explain how and why personnel complaints and investigations are investigated, recorded, disposed, and retained.

810.3 SUBJECT TO BARGAINING

This policy is subject to the Collective Bargaining Agreement between the City of Keizer and Keizer Police Association. For members covered by the CBA, the CBA shall control in the event of any conflict between this policy and the CBA.

810.4 OBJECTIVES

Personnel investigations shall seek the following three objectives:

- Determine if a member's actions conformed with department policy and, if the member's actions did not conform, attempt to determine why.
- Determine if department policy needs to be changed.
- Determine if a training need exists or if current training needs to be changed.

810.5 DEFINITIONS

Administrative Inquiry (AI) – (1) A complaint, usually requiring more investigation or documentation than a Supervisor Inquiry, and which, if sustained, will normally be resolved with counseling or a reprimand, whether oral or written. (2) An investigation, required or requested by Command Staff, to determine if a member's actions comply with policy.

Incomplete Complaint – A complaint in which the complainant either refuses to cooperate (e.g., an anonymous letter) or the complaint is received from a third party and it is impractical to investigate.

Internal Affairs Investigation (IA) – An investigation which, if sustained, may lead to suspension, demotion, or termination.

Management – Management consists of the Chief of Police, Deputy Chief of Police, all lieutenants and sergeants, and the Support Services Supervisor.

Personnel Complaint – An allegation of misconduct or improper job performance regarding a department member.

Statement – Includes any statement, whether written or oral.

Supervisor – A person who supervises others, whether in a permanent or acting capacity; usually does not refer to Command Staff.

Supervisor Inquiry – A complaint which a member's supervisor has the discretion to handle quickly and informally with very little investigation and which, if sustained, experience and common sense indicate would normally be resolved with counseling.

810.6 ACCEPTANCE AND INVESTIGATION, GENERALLY

A. ACCEPTANCE AND INVESTIGATION. All complaints shall be accepted regardless of the medium, shall be acknowledged as soon as practicable, and shall be investigated, and the complainants shall be advised of the dispositions as described in PPM 810.14, Disposition of Personnel Complaints. Written complaints are unnecessary, except as described in PPM 810.7(A)(4).

B. THIRD-PARTY AND ANONYMOUS COMPLAINTS. Third-party and anonymous complaints shall be accepted if, after review by the supervisor, it is decided that there is reasonable suspicion to believe that a violation of policy or procedure has occurred. Command Staff shall be advised of all third-party or anonymous complaints whether accepted or not.

C. MEMBERS RESPONSIBLE TO REPORT MISCONDUCT. A member who becomes aware of alleged misconduct, including violations of department policies, shall notify a supervisor, a Division Commander, or a member of Command Staff without delay.

D. INTERNAL PERSONNEL COMPLAINT. A member who thinks he or she is being treated unfairly may report the problem; however, to facilitate communication among members, members are encouraged to seek an informal resolution to such problems. If the problem is not resolved, the member shall notify a supervisor, a Division Commander, or a member of Command Staff who will ensure a timely investigation.

E. COMPLAINT OF BIASED POLICING. See PPM 108.7, Complaints of Biased Policing, for special reporting requirements.

F. ASSIGNED INVESTIGATOR. Complaints regarding a specific member shall be forwarded to that member's supervisor or another, uninvolved, member of management; however, a complaint of conduct that is conspicuously bad or offensive, including

complaints of biased policing, shall be forwarded or copied to the Chief of Police or Deputy Chief of Police.

810.7 SUPERVISOR RESPONSIBILITIES UPON RECEIVING A COMPLAINT

A. CONSIDERATIONS BEFORE FURTHERING A COMPLAINT

1. Generally, complaints will not be further investigated unless the alleged misconduct is of a nature which, if true, would normally result in counseling or disciplinary action.
2. When a complainant is satisfied that his or her complaint required nothing more than an explanation of department policy or procedure, a complaint need not be further investigated.
3. When a complainant's credibility can be documented as unreliable and the complaint is patently unfounded on its face, the complaint need not be further investigated; nevertheless, the complainant's contact information shall be collected, and management shall be advised of the complaint.
4. A personnel complaint of criminal activity shall, when possible, be recorded or reduced to writing and signed by the complainant.

B. INVESTIGATOR RESPONSIBILITIES

1. The investigator shall contact the complainant as soon as practicable, even if only to let the complainant know the complaint is being investigated.
2. Investigators shall respect the accused member's due process and procedural rights.
3. If a complaint prompts a Supervisor Inquiry, the supervisor shall advise the accused member of the complaint and investigate it in a timely manner. If in the course of investigation it is determined that more significant investigation may be required or the conduct, if sustained, would normally result in more discipline than counseling, the inquiry should be reclassified as an Administrative Inquiry or Internal Affairs investigation, as appropriate.
4. If a complaint prompts an Administrative Inquiry, the supervisor shall notify the accused member of the complaint, the member's immediate supervisor and Command Staff, and shall commence the Administrative Inquiry.
5. If a complaint may require an Internal Affairs investigation, the supervisor shall notify his or her division commander or a member of Command Staff as soon as practicable.
6. Before reporting the disposition of an investigation to a complainant, see PPM 810.16, Confidentiality of Personnel Investigations.

810.8 MEMBER RESPONSIBILITIES DURING AN INVESTIGATION

A. Members interviewed pursuant to a personnel complaint shall cooperate fully with the investigation and shall completely and truthfully answer all questions. (A member may be compelled to give a statement, subject to PPM 810.12, Garrity Rights and Criminal

Investigations of Members.)

B. Members shall not interfere with or compromise the integrity of a personnel investigation.

810.9 ADMINISTRATIVE LEAVE

At the discretion of a supervisor or the Chief of Police, a member may be placed on paid administrative leave pending the outcome of a personnel complaint investigation. This action is administrative and does not constitute discipline.

A member placed on administrative leave may be subject to the following:

A. Under such circumstances, a member placed on administrative leave shall continue to receive regular pay and benefits pending the imposition of any discipline.

B. A member placed on administrative leave may be required to relinquish any badge, official department member identification, weapon(s), and other equipment.

C. A member placed on administrative leave may be ordered to refrain from taking any action as a department member or in an official capacity; however, the member shall be required to continue to comply with all policies and procedures and all orders from a supervisor.

D. A member placed on administrative leave may be temporarily assigned to normal business hours during the investigation and the member may be required to remain available for contact at all times during such shift and report as ordered.

E. If a supervisor places a member on administrative leave, the supervisor shall promptly notify the member's immediate supervisor and a member of Command Staff.

810.10 INTERNAL AFFAIRS INVESTIGATION PROCEDURES, GENERALLY

810.10.1 INITIATION OF INVESTIGATION

Any member of management, including supervisors, may initiate an Administrative Inquiry, but only the Chief of Police may initiate an Internal Affairs investigation.

810.10.2 INTERNAL AFFAIRS INVESTIGATION PROCEDURES, GENERALLY

A. The Chief of Police, or the investigator at the Chief's direction, shall cause the accused member to be notified of the investigation in a timely manner. This will be done by distribution of one copy of the complaint, provided the allegations are not criminal in nature and such notification will not hinder the investigation. It will also include any other witness statements or reports that state facts on which the charges are based, unless doing so will compromise the investigation. This notification shall include the nature of the investigation, and the member will be informed of other information necessary to reasonably describe the nature of the allegations under investigation. Information will be provided at least 24 hours prior to the interview.

B. Prior to the interview, if there is the potential for discipline against the member, the investigator shall advise the member of the following:

1. The nature and circumstances of the subject matter of the interview.
2. The member may have an Association representative present to witness the interview, provided the representative does not interfere with the interview, asking only clarifying questions. See also PPM 810.13, Association Representation.
3. The member or representative may suggest witnesses and evidence favorable to the member.
4. The member or representative may record any and all portions of the interview.
5. That failure to cooperate with the investigation may subject the member to disciplinary action.

C. Interviews will be conducted when the member is on duty unless the seriousness of the investigation or other circumstances dictates otherwise.

D. Ordinarily, interviews will take place at the police department, but the nature of the situation or the need for a walk-through or reenactment may necessitate another location.

E. Interviews shall be conducted under circumstances conducive to obtaining an accurate account of what occurred and with respect for the member interviewed, including allowing the member to take care of his or her personal needs.

F. The complete interview of a member may be recorded consistent with applicable laws. If a recording is made of the interview, a member under investigation shall have access to the recording. If a transcription of the interview is made, the member under investigation shall be provided a copy of the transcription.

810.11 ADMINISTRATIVE SEARCHES

A member of the department shall not be subject to having his or her residence, private place of business, or personally owned private vehicle searched without the member's consent unless a valid search warrant has been obtained.

Members who are subject to the CBA may be ordered to submit to a blood, breath, or urine test for alcohol or drugs when there is reasonable suspicion that the member may be or have been under the influence of alcohol or drugs as defined in the Drug and Alcohol Policy incorporated into the CBA. Members who are not subject to the CBA may be ordered to submit to a blood, breath, or urine test for alcohol or drugs in accordance with City's Personnel Policy Manual.

The use of compelled testing results shall be restricted to the personnel investigation.

Members shall have no expectation of privacy in or while using offices, desks, lockers, vehicles, telephones, computers, radios, or other communications provided by the department.

Assigned lockers, offices, desks, vehicles, and storage spaces are the property of the City and may be administratively searched by a supervisor for work-related purposes (e.g., obtaining necessary paperwork or a radio); however, an investigative search of such areas should only be conducted with the approval of the Chief of Police or a designee upon reasonable suspicion that a violation of policy or procedure has occurred.

All other non-assigned areas (e.g., shared desks, common office space, and shared vehicles) may be searched at any time for any reason.

810.12 GARRITY RIGHTS and CRIMINAL INVESTIGATIONS OF MEMBERS

Garrity (Garrity v. New Jersey, 385 US 493 (1967)) protects a member from incriminating him- or herself in a criminal investigation, while allowing the City to conduct a personnel investigation.

A. PERSONNEL INVESTIGATION OF ALLEGED CRIMINAL ACTIVITY

If a member exercises his or her Fifth Amendment right not to incriminate him- or herself in a personnel investigation of the member's alleged criminal activity, the member may be ordered (compelled) to give a statement, and the statement(s) may not be used against the member in a criminal investigation. If ordered, the member shall first be given a Garrity admonition.

When a statement is obtained based on Garrity, care shall be taken to ensure that confidentiality of the statement is maintained. It shall not be shown or communicated by the investigator to any person except the Chief of Police, other members of Command Staff, the Human Resources Director, the City's legal counsel or as otherwise necessary for the investigation for so long as the criminal investigation is ongoing.

B. UNEXPECTED ADMISSION OF CRIMINAL ACTIVITY DURING INTERVIEW

If during an interview a department member unexpectedly admits involvement in activity that the investigator believes may be criminal in nature, the member shall be advised of his/her Garrity rights before the interview continues.

C. GARRITY RIGHTS STATEMENT

When Garrity rights are given, the following statement shall be copied and signed and dated by the investigator and the member interviewed:

> As part of a personnel investigation, you are about to be questioned. You will be asked questions specifically and narrowly related to the performance of your official duties, compliance with department policies and standards or fitness for duty.
>
> You are entitled to all the rights and privileges guaranteed by the laws and constitutions of the State of Oregon and the of United States, including the right not to be compelled to incriminate yourself; however, if you refuse to provide a statement or answer questions relating to the performance of your official duties, compliance with department policies and standards or fitness for duty, you will be subject to department discipline which may result in the termination of your employment with the police department.
>
> Neither the statements you provide after receiving this Garrity rights notice nor any

information or evidence that is gained from them can be used against you in any subsequent criminal investigation, other than a criminal proceeding for perjury.

D. CONCURRENT PERSONNEL AND CRIMINAL INVESTIGATIONS

If a member is investigated for criminal charges, Command Staff may ask another agency to conduct that investigation, and the Keizer Police Department's personnel investigation may occur at the same time as the criminal investigation—even working in concert with it—until the interview of the accused member, at which point the investigations must split.

The criminal investigator should interview first, followed by the personnel interview (though not necessarily immediately afterwards). The disposition of a personnel investigation may precede the conclusion and disposition of a criminal investigation.

An investigator conducting a personnel investigation, which is also being criminally investigated or involves the possibility of a criminal act may compel a response from a member if the member is given his Garrity rights. The investigator also may choose not to compel a response. During such an interview the following may occur:

1. Having been given Garrity Rights, a member gives a compelled statement, which cannot be used in a criminal investigation, except a criminal proceeding for perjury; or
2. Having been given Garrity Rights, a member refuses to give a compelled statement, and he or she may be subject to discipline for such refusal, up to and including termination; or
3. The personnel investigator may choose not to give the member his or her Garrity Rights (not to compel a statement) and, in such case, shall discontinue the interview pending discussion with the Chief of Police or designee regarding whether a Garrity Rights notice should be issued.

810.13 ASSOCIATION REPRESENTATION – WEINGARTEN

If a member is represented by the Association and reasonably believes he or she may be subject to discipline, the member has a right to have an Association representative present during a personnel investigation interview.

The role of the Association representative, if present at an interview, may be limited as follows:

- The representative may inquire at the outset of the interview regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
- During the questioning of the member, the representative may participate only to the extent of clarifying questions asked of the investigator.
- After the investigator has finished interviewing the member, the representative may ask the member questions designed to clarify previous answers or to elicit further relevant information.

- Before the end of the meeting, the representative may suggest to the investigator other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on deliberations concerning discipline.

810.14 DISPOSITION OF PERSONNEL INVESTIGATIONS

A. Generally, a personnel investigation will be classified with one of the following dispositions:

- Unfounded – When the investigation discloses that the alleged act(s) did not occur or did not involve department members. Complaints which are determined to be frivolous will fall within this classification.
- Exonerated – When the investigation discloses that the alleged act occurred but the act was justified, lawful, or proper.
- Not Sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint.
- Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.
- Incomplete – When the investigation is not completed, most often because the member no longer works for the department and there is no compelling reason to finish it.
- Policy Issue – When the investigation discloses that the alleged act occurred but arguably should not have and the member acted according to policy, the disposition of the complaint shall be Not Sustained and the policy issue shall be addressed without delay.

B. Boards of Inquiry (see PPM 810.18 and PPM 620) shall find one of the following dispositions, although the boards may make qualifying statements or recommendations.

- The member's actions complied with department policy.
- The member's actions did not comply with department policy.

810.15 DOCUMENTATION, NOTIFICATION, AND RECORD KEEPING

All personnel complaints shall be documented, the affected member shall be notified of the disposition, and the documentation shall be appropriately retained as described below.

A. <u>INCOMPLETE COMPLAINT and SUPERVISOR INQUIRY</u>

1. Shall be reduced to writing. An email or memorandum is sufficient.
2. Documentation of sustained complaints shall be kept in the supervisor's working file no less than twelve months.
3. The accused member shall be advised of the disposition of the complaint and, upon

request, provided with a copy of all investigation materials unless otherwise prohibited by law.

4. All investigation materials shall be forwarded to the Deputy Chief, who shall make a record of the complaint, disposition, and discipline, if any, in a location separate from the member's personnel file
5. The Deputy Chief shall retain all investigative materials for no less than two years from the date of the complaint, until any window of liability has passed, or as required by state records retention laws.

B. ADMINISTRATIVE INQUIRY and INTERNAL AFFAIRS INVESTIGATION

1. Shall be documented with a *Fact Finding Report* and submitted to the Chief of Police for disposition.
2. The Chief of Police will advise the accused member of the disposition and, upon request, with a copy of all investigation materials unless otherwise prohibited by law.
3. The Deputy Chief shall maintain a record of the complaint, disposition, and discipline, if any.
4. The Deputy Chief shall retain all investigative materials for no less than two years from the date of the complaint, until any window of liability has passed, or as required by state records retention laws.
5. Documentation of written reprimands, suspensions, and termination shall be maintained in the member's personnel file, subject to the Collective Bargaining Agreement and as required by state records retention laws.

810.16 CONFIDENTIALITY OF PERSONNEL INVESTIGATIONS

All personnel investigations are confidential and are not subject to disclosure except in accordance with applicable law.

Complainants should be advised of the disposition of their complaints; however, other information, including discipline greater than counseling shall not be disclosed without the approval of Command Staff.

In the event an accused member (or the representative of such member) makes false representations regarding any internal investigation and such false representations are communicated to any media source, the department may disclose sufficient information to refute the false representations.

Notices of disciplinary action resulting from sustained complaints shall be maintained in the members' personnel files. The underlying complaints and subsequent documentation shall be maintained by Command Staff in a location apart from the members' personnel files. The contents of such files shall not be revealed to persons other than Command Staff, the investigated member, Association representatives, and City legal representatives, except as permitted by law. Disclosure of the contents of such files may also be made pursuant to a member's written consent, e.g. background investigations, etc. Nothing in this section is intended to prevent the City, the

Association, or the member from using disciplinary actions and investigatory materials as evidence in a legal proceeding.

810.17 ANNUAL REVIEW OF PERSONNEL COMPLAINTS

During the first quarter of each year, Command Staff will review the personnel complaints from the preceding year, focusing upon complaint trends, training needs, and policy changes.

810.18 BOARD OF INQUIRY

At the discretion of the Chief of Police, a Board of Inquiry may be established for the purpose of reviewing a member's actions and the relevant policies and procedures.

The composition of the board will be determined by the Chief of Police based upon expertise, objectivity, and other traits deemed desirable. Objectives, the operational guidelines, and the necessary authority to complete the assignment will be provided to the board in writing by the Chief of Police.

The Deadly Force Review Board, PPM 620, is a Board of Inquiry.

APPENDIX C

DISCIPLINE

Version 060518 — Also appears in Policies and Procedures Manual as PPM 812

812.1 POLICY

It is the policy of the Keizer Police Department that discipline will be fair and when determined appropriate rooted in the desire to help the member succeed in meeting job expectations and complying with departmental standards.

812.2 PURPOSE

The purpose of this policy is to provide an understanding of what discipline is and how it might be exercised with regard to member conduct as it relates to the mission and values of the department.

812.3 AFFECTED MEMBERS

This policy may affect some department members differently depending upon their status (e.g., regular, probationary, volunteer) or membership in a bargaining unit. Nevertheless, nothing in this policy should be interpreted to convey a property or liberty interest except other than what is described in a Collective Bargaining Agreement, in the City Personnel Policy Manual, or in law.

812.4 INDEMNITY

This policy is intended for internal use only and shall not be construed to increase or establish a member's civil or criminal liability. Nor shall it be construed to create or establish a higher standard of safety or care. A violation of any portion of this policy may only serve as the basis for internal disciplinary and/or administrative action.

812.5 CAUSES FOR DISCIPLINE

Violation of any of the directives and rules contained in this manual, violations of any general or special order, or failure to meet standards which the department may reasonably expect of a professional police officer or other member may be cause for disciplinary action.

The type and severity of disciplinary action depends on the nature of the offense, the totality of circumstances, the number and frequency of previous acts of misconduct, the quality of overall performance, the need to maintain discipline and public trust, and other relevant factors.

Complaints against members, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are separate and distinct from discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

Generally, causes for discipline are violations of the *Performance Standards* presented in PPM 808.

812.6 RESPONSIBILITIES FOR DISCIPLINE PROCESS

812.6.1 CHIEF OF POLICE

Final disciplinary authority and overall responsibility for personnel administration rests with the Chief of Police. Except for oral and written reprimands, disciplinary actions must be taken or approved by the Chief of Police or his designee. Supervisors and other managers have shared responsibility to ensure that training, counseling and appropriate discipline occurs.

812.6.2 SUPERVISORS AND OTHER MANAGERS

Supervisors are responsible for taking action to ensure the performance and conduct of subordinates adheres to department directives, policies and procedures.

Supervisors are authorized to exercise their independent judgment to take disciplinary action up to and including written reprimand. Supervisors may suspend with pay where the suspension is administrative and not as discipline.

Imposition of other disciplinary action may be recommended and will be reviewed and approved in advance by the Chief of Police.

812.6.3 ALL MEMBERS

Any member of the department who commits an offense contrary to law or violates the policies of the department or City, who demonstrates incompetence in his or her duties, or otherwise demonstrates unsuitability for further service is subject to discipline. Furthermore, members shall cooperate with the discipline process, including answering all questions regarding the performance or conduct of any other department member.

812.7 MEMBER RESPONSE TO DISCIPLINE

The pre-discipline process is intended to provide the accused member with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline involving loss of pay, reduction in pay or rank, or discharge. The member shall consider the following:

A. This response is not intended to be an adversarial or formal hearing.
B. Although the member may be represented by an uninvolved Association representative and/or the Association's legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
C. The member may suggest that further investigation could be conducted or the member may offer any additional information or mitigating factors for the Chief of Police to consider.

D. In the event that the Chief of Police elects to cause further investigation to be conducted, the member shall be provided with the results of such subsequent investigation prior to the imposition of any discipline.

E. The member may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issue(s) of information raised in any subsequent materials or investigation.

F. Once the member has completed his/her response or, if the member has elected to waive any such response, the Chief of Police shall consider all information received in regard to the recommended discipline. The Chief of Police shall thereafter render a timely written decision to the member imposing, modifying or rejecting the recommended discipline. In the event of a termination, the final notice of discipline shall also inform the member of the reason(s) for termination and the process to receive all remaining fringe and retirement benefits.

G. Once the Chief of Police has issued a written decision, the discipline shall become effective; however, if the decision is for termination, the decision must first be ratified by the City Manager after which it will become effective.

812.8 ADMINISTRATIVE LEAVE, SUSPENSIONS, AND DISCHARGE

812.8.1 ADMINISTRATIVE LEAVE

Administrative leave is not discipline. See PPM 810.9, Administrative Leave.

812.8.2 SUSPENSION WITH PAY

Supervisors and Command Staff may suspend a member with pay, when it is in the interest of the member, the department, or the public. A member suspended with pay shall remain in ready communication during normal business hours and shall report to the Chief of Police or his designee as directed.

812.8.3 SUSPENSION FOR DISCIPLINE

A member suspended for discipline shall have no department authority, nor shall any such member engage in any police or duty-related function while suspended, except when required by law (e.g., in compliance to a subpoena), for which the member shall be compensated. A member relieved from duty or suspended for discipline shall not be permitted to wear the uniform of the Keizer Police Department nor permitted to use or wear any department clothing, equipment or other items except as otherwise directed by the Chief of Police and shall immediately surrender the badge, identification card, and other issued equipment as directed.

812.8.4 DISCHARGE

After the probationary period is completed, employees shall not be discharged except as provided in the applicable policies or in the Collective Bargaining Agreement. This policy provides disciplinary procedures and shall not be construed as conferring on any employee any right or

expectation of continued employment. Such rights are found in the City personnel policies and the Collective Bargaining Agreement.

812.9 JUST CAUSE AND DUE PROCESS REQUIRED

812.9.1 JUST CAUSE

A member of the Association who has completed the initial probationary period may not be disciplined except for "cause" or "just cause." A number of factors may be taken into account and given appropriate weight. They include the following:

- To what extent has the member been trained in the proper conduct or manner of performance?
- Has the member had the same kinds of performance problems in the past (repeat offender)?
- Has the member been disciplined for the same or similar conduct in the past?
- If the member has been disciplined in the past, how has the member responded to the discipline?
- How serious is the offense? Is it just an annoyance? Has the member caused personal injury or property damage? Has the member done something illegal, engaged in a serious violation of departmental policies or standards or engaged in conduct that renders himself/herself unable to perform the essential functions of the job?
- Have other members had similar performance problems? If so, how have their situations been addressed?
- Are there acceptable explanations for the member's conduct which should be taken into account?
- How has the member performed in other aspects of employment?
- Are there personal problems that account for the conduct?
- Has the department taken reasonable steps to help the member correct the problem?

812.9.2 PRE-DISCIPLINARY, DUE PROCESS (LOUDERMILL)

Prior to taking disciplinary action involving loss of pay, reduction in pay or rank, or discharge, the Chief of Police or designee shall provide an opportunity for a due process hearing as follows.

A. Notification And Right To Respond. The Chief of Police or designee shall notify the member in writing of the nature of the charges and the disciplinary options that are being considered. The notification shall include a copy of the complaint against the member and any other witness statements or reports which state facts on which the changes are based, unless confidential and disclosure would compromise another investigation. The Chief of Police or designee shall identify the directives, policies, procedures, work rules, regulations, or other order, of the department which are alleged to have been violated.

The member shall have the right to answer the charges against him or her, which may include written or oral evidence and statements by the member. The member shall have an informal opportunity to respond to the charges (orally or in writing), normally within three business days from receiving such written notice, which shall be extended upon request up to two additional business days. Extensions beyond this time period must be approved by the Chief or designee and will only be granted if determined necessary to enable a member to provide a meaningful response.

B. Conduct Of Hearing. The opportunity to respond may occur at a meeting. If so, the meeting must be presided over by the person who will determine whether the discipline will be imposed and, if so, what disciplinary action will be issued. The meeting shall be informal and sufficient to assure the member full opportunity to be heard, refute the charges, and have his/her position considered prior to the imposition of discipline. The meeting shall be recorded. The Chief of Police or other person having authority to preside over the meeting will determine when the conference is concluded, who may be present, may request further documentation, and may consider any information deemed pertinent and necessary to assist in reaching a logical determination.

   In the event an employee has been issued a Garrity notice prior to the meeting, any responses made by the employee to questions presented by the Chief of Police or other person having authority to preside over the meeting will be considered compelled statements and will be Garrity protected.

   The member may make any presentations they believe relevant to their case. However, the meeting is not a full hearing and witnesses are not subject to call or examination. The member may provide written statements. Testimony of witnesses or cross-examination of witnesses will not occur at this meeting.

   The Chief of Police or other person having authority to preside over the meeting will issue a written decision exonerating the member, imposing discipline, or taking any other action deemed appropriate.

812.10 APPEAL OF DISCIPLINE

A. BARGAINING UNIT MEMBERS. Members of the bargaining unit have the right to appeal as is specified in the collective bargaining agreement. The union agreement provides the sole and exclusive appeal procedure for covered bargaining unit employees.

B. NON-BARGAINING UNIT MEMBERS. Members who are not covered by the collective bargaining agreement may appeal discipline as described in the City Personnel Policy Manual.

C. MEMBERS ON PROBATION. Members on probation who are terminated for unsatisfactory performance or failure to meet department standards have no right to appeal.

812.11 NAME-CLEARING HEARING

A name-clearing hearing is a hearing in which a terminated member has an opportunity to clear his or her reputation from potentially stigmatizing information prior to a public disclosure of the reasons for termination.

812.11.1 REQUEST FOR HEARING

Whether or not a terminated member requests a name-clearing hearing, the department or City may offer a name-clearing hearing prior to or near the same time as the public disclosure of potentially stigmatizing information.

812.11.2 PROCEDURES

While there are no predetermined procedures for name-clearing hearings, the following are guidelines:

- The terminated member may attend the hearing in person or may submit a written response.
- Witnesses should provide their testimony in writing and are not required to attend in person.
- The hearing should be scheduled for a period of time intended to enable the member to be heard but will generally be scheduled for no more than two hours.
- The hearing should be recorded.
- The member may present any evidence but it must be relevant to the basis for the termination.
- No one who attends or provides statements at the hearing should be placed under oath or cross-examined.
- The department or City should not be expected to and may not present evidence or "respond" to the information presented.

812.11.3 AFTER A NAME-CLEARING HEARING

All a name-clearing hearing requires is an opportunity for a terminated member to be heard, thus no action is required during or after a hearing; however, a record of the hearing and any evidence presented to the department or City should be kept with the personnel investigation. Furthermore, if the member gives consent, the department or City should consider giving a copy of the member's presentation along with the public disclosure.

APPENDIX D

DRUG AND ALCOHOL POLICY

PURPOSE. The City considers its employees to be its most valuable asset and is concerned about their safety, health and wellbeing. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health and may jeopardize the safety of co-workers and the general public. The City is committed to maintaining a safe and health work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

The parties also recognize the City's responsibilities pursuant to the Drug Free Work Place Act of 1988. The Association and the City acknowledge that employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees understand that the use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance as defined by federal law, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public is strictly prohibited, except for alcohol or medically prescribed controlled substances off-duty, and possession of controlled substances while in the course and scope of employment and the possession of seized evidence while on-duty. The parties recognize that conduct in violation of this policy may result in disciplinary action and/or criminal investigation if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this Section.

PROHIBITED CONDUCT. The following conduct is strictly prohibited:

A. The buying, selling, distributing, transporting, possessing, manufacturing, consuming or using illegal drugs per federal law, including marijuana, or alcohol while on City property or in City vehicles or equipment or during work hours, including paid rest and meal periods, except as necessary in the performances of duties (confiscated evidence; approved undercover operations, etc.)

B. Reporting to work or returning to duty under the influence of alcoholic intoxicants, except as necessary in the performance of an official special assignment or if directed otherwise. For the purpose of this Policy, an employee will be considered to be under the influence of alcohol if his or her blood or breath tests .02% BAC or higher. The City may also consider other evidence in determining whether an employee is "under the influence."

   It is recognized that employees may be called back to duty during normal off-duty hours. To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within four (4) hours of responding to the callback or, for any reason, believe they may be impaired from performing the duties of the callback are required to notify the supervisor upon being contacted for callback and provide the

supervisor with complete information regarding such consumption. The supervisor will determine whether the employee can safely report for work. The callback of employees who have consumed alcoholic beverages during off-duty hours to perform patrol duties is prohibited, unless the employee's blood alcohol content is less than .02%.

C. Being at work under the influence of illegal drugs, including marijuana. An employee shall be deemed to be "under the influence" of cannabinoids (marijuana or hashish) and will be considered to have tested "positive" for cannabinoids (marijuana or hashish), if the employee's urine test indicates fifty (50) or more Nano grams THC metabolites/ml. An employee shall be automatically presumed to be "under the influence" of other illegal drugs, if such substances are "present in the body" (excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse.) The City may also consider other evidence in determining whether an employee is "under the influence."

D. Failing to fully cooperate with any aspect of the City's enforcement of this Policy, including but not limited to, refusing to promptly submit to required testing, giving false, diluted or altered urine samples, failure to authorize the release of information to the City and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.

E. Failure to promptly report conviction, arrest or plea-bargaining for an alcohol or drug related criminal offense. All drug and alcohol related convictions, arrests and plea-bargaining arrangements must be reported to the Chief on the workday immediately following the conviction, arrest or plea-bargaining arrangement.

For purposes of this Policy, the term "drug" shall be defined in accordance with the definition of "controlled substance" set forth in ORS 475.005(6).

Employees who engage in any prohibited conduct will be subject to discipline including discharge.

MEDICAL MARIJUANA

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act. If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating Departmental standards.

DISCLOSURE OF MEDICATIONS

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Each employee who is using over-the-counter or prescribed medications under circumstances where he or she knows or should know that the use of the medication may produce side effects that will affect his or her ability to safely perform all essential job duties must notify the Human Resources Director of the substance taken and the side effects before reporting to work or returning to duty. Medical verification of ability to safely perform job duties may be required before the employee is allowed to work. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification. In the event sick leave benefits are depleted, the employee may utilize other accrued time. In the event the employee does not designate a paid leave account, the City will make the designation, using accrued vacation as the last choice.

Although the use of prescribed drugs or non-prescription medications, which contain controlled substances as part of a prescribed medical treatment program, is not grounds for disciplinary action, failure to report the use of such substances as described above, illegally obtaining the substance or use which is inconsistent with a prescription or label, may subject the employee to discharge.

MANDATORY TESTING. Employees will be required to undergo mandatory testing as follows:

A. Reasonable Suspicion Testing Where the City has a reasonable suspicion that an employee has reported to work or returned to duty under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a control substance including marijuana present in the body, the City may require that the employee immediately submit to field impairment tests, blood, urine or breathalyzer test or any combination thereof. The City shall pay for the costs of the tests.

   "Reasonable suspicion" will be based on observations of an employee's other reliable indicators that would cause a reasonable person to believe that an employee has reported to work or returned to duty with alcohol or drugs in his or her system. Whenever practicable, reasonable suspicion will be established by the observations of two or more supervisors or managers.

   Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisor or management employee will provide transportation.

B. Random Testing: The City may test no more than three (3) Police Officers for drugs on a random basis. Testing shall be conducted twice yearly at unannounced times. Employees subjected to random testing will be selected from a pool of identification numbers by the City's contract testing service and tested in accordance with Random Drug Testing Protocols set forth below. Employees selected for random testing will be tested at the Keizer Police Department using a mobile testing unit at times designated by the City.

In the event that an employee who is randomly selected for testing is on vacation, sick leave, FMLA/OFLA leave or is absent from work due to training or other reasons, that employee's random testing may be deferred by the City. However, any employee whose test is deferred may be required to submit to unannounced testing at any time within ninety (90) days of the date he or she would otherwise have been required to submit to testing.

C. Individualized Suspicionless Testing: The City may also require an employee who has requested assistance to address a drug and/or alcohol dependency or who has been placed on a "Last Chance" or "Rehabilitation and Return to Work Agreement" to undergo rehabilitation assistance to submit to individualized, suspicionless testing.

When the employee is notified that the employee is required to consent and submit to such tests or searches as set forth in this Policy, the employee may request the presence of an Association representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. In the event the City reasonably believes that a delay may affect test results, the right to an Association representative to witness the test or search may be denied. The absence of a representative shall not be grounds for the employee to refuse to submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.

Urinalysis testing will be conducted for all types of drug testing. Breathalyzer or blood testing will be conducted for all types of alcohol testing, with the employee selecting the testing option. In the event the employee does not specify a testing option, the City may make the selection.

SAFEGUARDS. In the event that the blood or urine test results are positive for controlled substance(s) including marijuana, the City shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in the employee's body.

If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at the employee's own expense at a laboratory approved by the City.

The procedure followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

VOLUNTARY REHABILITATION. The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. Although the City will support voluntary treatment efforts for employees with drug and/or alcohol dependency problems, it is up to each employee to pursue treatment before dependency problems result in unsatisfactory performance, attendance, violations of safety or other standards and before the employee violates this policy. If, an employee notifies a supervisor that he or she has drug or alcohol problem that requires treatment prior to violating Departmental standards or this Policy, the employee may, as recommended by a Substance Abuse Professional (SAP), be placed on a leave of absence or adjusted work schedule to allow for in-patient or out-patient rehabilitation.

Employees who voluntarily inform the City prior to a Policy violation or testing requirement that they have a drug or alcohol-related problem will be removed from their duties to allow for rehabilitation and treatment. The employee will not be permitted to return to their regular duties until such time as the authorized Substance Abuse Professional provides the City with appropriate documentation verifying that the employee is complying with all rehabilitation and after care requirements. The City may also require written documentation from a Health Care Provider confirming that the employee can safely perform his or her job duties.

Employees who claim drug or alcohol dependencies after violating this Policy are subject to discipline, consistent with this policy, irrespective of such dependencies.

The City may, however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, or other disciplinary action, provided the employee agrees to all treatment, rehabilitation, testing and other conditions as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Such Agreements will be effective for no longer than five (5) years from the date signed. Any employee who violates the terms of the Agreement is subject to immediate termination.

An employee may be required to participate in a drug and/or alcohol treatment program and follow-up care because of disciplinary action arising from a drug and/or alcohol problem, or as a condition of continued employment. A Substance Abuse Professional (SAP) must first evaluate an employee who is so required and determine any necessary assistance.

SEARCHES. The City reserves the right to conduct searches for any reason of City equipment or facilities generally; and may search anything or area in which the employee has an expectation of privacy (i.e. desk or locker or clothing or personal property) to the extent permitted by the law. Refusal by the employee to submit to a lawful search can result in termination.

CONSEQUENCES OF SEARCH RESULTS. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation. The employee shall be informed of such search results.

Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained

for the purpose of abuse), shall result in those consequences specified in this Policy, as though a positive blood or confirmed urine test had been administered.

RANDOM DRUG TESTING PROTOCOLS.

The procedures for random drug tests required pursuant to this Policy are as follows:

A. A listing of all participating employees will be sent to the City's contract testing service.

   Each employee will be issued a unique identifying number and identification card. Corresponding numbers will be entered into a database at the testing facility.

B. At semi-annual intervals, the computer program will randomly select from the KPA EMPLOYEE (KPA) POOL who are to be tested. Names are not "drawn" only the identifying number. At that time, the HR office is notified of these employees who have been randomly selected for testing.

C. HR will provide notice to the employee who has been selected for a random test advising them to report to the testing facility to provide a urine sample. Those employees who have been selected will have 24 hours after receiving notification to report for testing. When they report to the testing facility they will be required to show the notice and photo identification to ensure that they are the person whose name has been drawn. In addition, they will be required to provide a phone number(s) where they can be contacted. If they fail to appear within the 24 hour testing period HR will be notified. Testing shall be conducted on City paid time.

D. The sample is handled under strict chain-of-custody requirements and is sent to an independent laboratory for analysis using a Gas Chromatography Spectrometry (G.C./M.S) testing process (the laboratory that is used is certified by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). If the test is "negative," the laboratory notifies the testing facility who in turn notifies the City of the negative results.

E. Same scenario as D, except the laboratory detects a questionable substance. The laboratory sends the sample to a Medical Review Officer (MRO). An MRO is defined as, a person who is a licensed physician (Doctor of Medicine) and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO acts as an independent and impartial "gatekeeper." He or she is an advocate for the accuracy and integrity of the drug testing process. The MRO contacts the employee and discusses the test. If the employee is for instance, taking a prescription medication, the MRO will obtain the name of the prescribing physician and verify the prescription. Upon verification, the testing facility is advised of a "negative" test result. The City does not know any more that the fact that a "negative" result was obtained.

F. Same scenario as D, except employee does not have a valid reason for the substance (i.e. took spouse's pain medication or . . .). After the MRO has or repeatedly tried to contact

the employee, the MRO will notify the City's designated representative that this employee has tested positive for substance.

G. A confirmatory test can be done- same sample – not a different one. In addition to the confirmatory test, if there is enough sample, it is possible for the testing facility to send a portion of the sample to another independent lab for testing. The City will pay for the initial screening test and one (1) required confirmation test. If an employee wants additional verification test conducted, the employee is responsible for payment of all associated costs. Should the employee-ordered verification test produce a false positive, the employee will reimbursed for the cost of said test.

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEIZER AND THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, OREGON SOUTHERN IDAHO DISTRICT COUNCIL LOCAL 737**

The City's Collective Bargaining Agreement (CPA) with the Laborers International Union of North America, Local 320 (now Laborers International Union of North America, Oregon Southern Idaho District Council Local 737) (Local 737) is set to expire on June 30, 2018. City staff and Local 737 have negotiated a new CBA. Such agreement is attached to the enclosed Resolution.

The Resolution provides for City Manager and Public Works Director authorization to sign Memorandum of Understanding without additional Council authorization for individual new-hire vacation/sick leave bank and/or accruals as long as it is budgeted.

RECOMMENDATION:

Adopt the attached Resolution Authorizing City Manager and Public Works Director to Sign 2018-2021 Collective Bargaining Agreement with Laborers International Union of North America, Oregon Southern Idaho District Council Local 737.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING CITY MANAGER AND PUBLIC WORKS DIRECTOR TO SIGN 2018-2021 COLLECTIVE BARGAINING AGREEMENT WITH LABORERS INTERNATIONAL UNION OF NORTH AMERICA, OREGON SOUTHERN IDAHO DISTRICT COUNCIL LOCAL 737

WHEREAS, the City Council authorized the City Manager and Public Works Director to enter into a Collective Bargaining Agreement with the Laborers International Union of North America, Local 320 by Resolution R2015-2625;

WHEREAS, such Collective Bargaining Agreement was effective from July 1, 2015 through June 30, 2018;

WHEREAS, the City desires to enter into a new Collective Bargaining Agreement with Laborers International Union of North America, Oregon Southern Idaho District Council Local 737 for the period of July 1, 2018 through June 30, 2021;

WHEREAS, from time-to-time amendments need to be made to the Collective Bargaining Agreement to modify provisions and change job classifications as authorized by the Council;

WHEREAS, such amendments are made with the use of Memoranda of Understanding;

WHEREAS, Memoranda of Understanding must be authorized by the City Council;

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

WHEREAS, the City Council desires to allow the City Manager and Public Works Director to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further authorization by the City Council except for amendments relating to provisions that relate to wages, benefits, budgetary matters, or job classification additions, except as noted below;

WHEREAS, the City Council desires to allow the City Manager and Public Works Director to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further authorization by the City Council relating to classification additions if such job classification additions have been budgeted for by Council;

WHEREAS, the City Council desires to allow the City Manager and Public Works Director to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further authorization by the City Council relating to individual new-hire vacation/sick leave beginning bank and/or accrual;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager and Public Works Director are authorized to sign the attached 2018-2021 Collective Bargaining Agreement with the Laborers International Union of North America, Oregon Southern Idaho District Council Local 737.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City Manager and Public Works Director are authorized to sign Memoranda of

Keizer City Attorney
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PO Box 21000
Keizer, Oregon 97307
503-856-3433

Understanding relating to the 2018-2021 Collective Bargaining Agreement without further Council authorization unless such Memoranda pertain to provisions that relate to wages, benefits, budgetary matters, or job classification additions, except as noted below.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City Manager and Public Works Director are authorized to sign Memoranda of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further Council authorization relating to job classification additions if Council has budgeted for the job classification addition.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City Manager and Public Works Director are authorized to sign Memorandum of Understanding relating to the 2018-2021 Collective Bargaining Agreement without further Council authorization relating to individual new-hire vacation/sick leave beginning bank and/or accrual as long as any changes are budgeted.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KEIZER, OREGON

AND

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, OREGON SOUTHERN IDAHO DISTRICT COUNCIL LOCAL 737

2018 – 2021

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CITY OF KEIZER

PREAMBLE

This Agreement is entered into as of the by and between the CITY OF KEIZER, OREGON, hereinafter referred to as the "City" and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 737, affiliated with OREGON & SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS, hereinafter referred to as the "Union".

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to rate of pay, hours of work, fringe benefits and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to all utility workers employed by the City of Keizer, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City.

ARTICLE 1
RECOGNITION

The City recognizes the Union as the exclusive bargaining agent as certified by the Employment Relations Board for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all utility workers employed by the City of Keizer Public Works Department, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City. Seasonal employees are those hired for 1040 hours or less in a calendar year.

ARTICLE 2
UNION SECURITY AND CHECKOFF

Section 2.1
Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong to the Union shall make a payment in lieu of dues to the Union. Such payment shall be equal to and shall in no event exceed periodic Union dues uniformly required. Should such "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, the preceding sentences shall be inoperative. It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the City. The Union agrees that no disciplinary or other action will be taken by the Union against employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 2.2
The City agrees to deduct from the paychecks of each employee who has so authorized it the regular initiation fee (for new employees) and regular monthly dues uniformly required of members of the Union or monthly "payment in lieu of dues," as the case may be. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employees on forms furnished by the Union. The performance of this service is at no cost to the Union.

The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provision for dues deductions and "fair share" deductions. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal of the deductions.

The Union agrees to refund to the City any deductions and dues paid to it in error as soon as it is practicable. Such refunded money shall then be returned to the employee(s) as appropriate. The City agrees to provide to the Union the names of new employees within 30 days of the first day of employment of each new employee represented by this Agreement.

Section 2.3
Any employee who objects to Association dues or "fair share" payments on the basis of bona-fide religious tenets or teachings of a church or religious body of which such employee is a member or sincerely held religious beliefs in accordance with applicable law, shall not be required to make dues or "fair share" payments. Any such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity which has been mutually agreed upon by the employee affected and the Association. The employee must provide written verification of such payments to the City's Finance Department on a monthly basis.

Section 2.4
All employees covered by this Agreement shall within 30 days of employment either (1) become a member of the Union, (2) tender to the Union his/her fair share payment in lieu of dues, or (3) come to agreement with the Union on payment to a charitable organization based upon the religious grounds described in Section 2.3.

The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

ARTICLE 3
MANAGEMENT RIGHTS

The City retains all the customary, usual, and exclusive rights connected with the responsibility to manage the affairs of the Department. The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

1. To determine the governmental services to be rendered to the citizens of the City's service area.

2. To determine financial, budgetary, accounting and organization policies and procedures. Reimbursements that qualify under the Internal Revenue Tax Code will be taxed according to IRS regulations.

3. To oversee personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of the Agreement.

4. To manage and direct the workforce, including the right to:
   - Determine the methods, processes and manner of performing work;
   - Establish new positions and to determine their proper classification;
   - Determine the duties and qualifications to be assigned or required and determine job classifications;
   - Hire, promote, demote, transfer and retain employees;
   - Discipline and discharge;
   - Lay off and the right to abolish positions or reorganize departments or divisions;
   - Determine schedules of work;
   - Purchase, dispose and assign equipment or supplies: and
   - Contract or subcontract any work.

This article shall not preclude the Union and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto. Each party shall advise the other at least seven (7) working days prior to such meeting as to the subject matter to be discussed.

The exercise of management rights, except where modified by specific provision of this Agreement or by law, is not subject to negotiation during the term of this Agreement.

ARTICLE 4
STRIKES AND LOCKOUTS

Section 4.1
The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross such picket line in the fine of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 4.2
In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other individual choice or collective employee conduct, the Union will, upon notification, secure an immediate and orderly return to work. This obligation and the obligations set forth in Section I above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of the Agreement.

Section 4.3
There will be no lockout of employees in the unit by the City as a consequence of any dispute covered by the terms of this Agreement arising during the period of the Agreement.

ARTICLE 5
HOLIDAYS

Section 5.1 - Eligibility
All bargaining unit members shall receive regular compensation for each authorized holiday, except when the employee is on leave without pay. All regular part-time and job share employees' compensation shall be prorated based on the number of hours they are regularly scheduled to work.

Section 5.2 - Holidays Observed
The following holidays are considered compensable holidays:

▪ New Year's Day	January 1
▪ Martin Luther King Jr.'s Birthday	3rd Monday in January
▪ President's Day	3rd Monday in February
▪ Memorial Day	Last Monday in May
▪ Independence Day	July 4
▪ Labor Day	1st Monday in September
▪ Veterans' Day	November 11
▪ Thanksgiving Day	4th Thursday in November
▪ Day after Thanksgiving Day	4th Friday in November
▪ Christmas Day	December 25

Whenever a holiday falls on a Sunday, the following Monday shall be recognized as a holiday. If such holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. An authorized holiday that occurs during vacation or sick leave shall not be charged against such leave.

Section 5.3 - Rescheduling a Holiday
When an authorized holiday falls on an employee's regularly scheduled day off, the holiday may be subsequently rescheduled, if possible, to another day within the same pay period, or employee may be compensated in direct wages at the manager's discretion.

Section 5.4 - Personal Leave
In addition to the above authorized holidays, employees shall receive 16 hours of Personal Leave per fiscal year. Personal Leave will be granted on July 1st of each fiscal year and must be utilized by June 30th of the same fiscal year.

Personal leave may be taken in one-hour increments. Employees are to request time off with their supervisor in advance. Time off will be granted on the basis for each unit of time off requested, an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advanced notice, etc.). Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not compensable and are not paid at separation.

ARTICLE 6
VACATIONS

Section 6.1 - Eligibility
All continuing full-time employees are eligible for vacation time. Continuing employees shall accrue vacation time on a monthly basis. After six months of employment, a continuing employee is eligible to take accrued vacation leave.

Section 6.2 - Accrual
The amount of vacation time an employee is entitled to earn depends upon the employee's length of service with the City. Except when a department head or City Manager determines that use of vacation leave is inappropriate, an employee shall use at least forty (40) hours of vacation leave each calendar year. Vacation leave shall accrue per month as follows:

- 10.00 hours commencing with the first month through the 48th month (1-4 years) and will be reflected on the employee's bi-weekly pay stub as 4.62 hours;
- 12.00 hours commencing with the 49th month through 108th month (5-9 years) and will be reflected on the employee's bi-weekly pay stub as 5.54 hours;
- 13.33 hours commencing with the 109th month through the 168th month (10-14 years) and will be reflected on the employee's bi-weekly pay stub as 6.15 hours;
- 16.67 hours after the 168th month (15 years and up) and will be reflected on the employee's bi-weekly pay stub as 7.70 hours.
- Part-time employees shall accrue vacation leave on a prorated basis.

Section 6.3 - Maximum Accrual
The maximum number of hours of vacation an employee may accrue is 400 hours.

Section 6.4 - Pay for Vacation
An employee may elect to cash in vacation pay with the approval of the department head, either in conjunction with or after taking forty (40) hours of vacation leave.

Section 6.5 - Effect of Holiday
When an authorized legal holiday occurs during the vacation period, that day shall be observed as a holiday and not be deducted from earned vacation leave.

Section 6.6 - Vacation Scheduling
Vacations may be taken any time during the calendar year with advance approval of the employee's supervisor and based on City needs. For vacation leave greater than three (3) days, employees must provide their supervisors with two (2) weeks written notice of their intention to take vacation leave. Requests for vacation leave less than three (3) days will be granted on the basis for each unit of time off requested, an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advanced notice, etc.). Vacations may be taken in increments of hourly, daily, or weekly.

Section 6.7 - Concurrent Leaves
No vacation time will accrue during a period while an employee is on an unpaid leave of absence that exceeds thirty days in duration, or is receiving workers' compensation benefits.

If the leave is for a qualified FMLA or OFLA purpose, all leaves of absence shall be counted against the employee's family leave entitlement.

Section 6.8 - Effect of Separation
Employees who have not completed six months employment will not be paid for accrued vacation hours. Employees who separate from the City, either voluntarily or involuntarily, after six months of continuous employment, will be entitled to all accrued unused vacation pay calculated according to the accrual schedule.

ARTICLE 7
HOURS OF WORK

Article 7 is intended as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 7.1 – Regular Hours
The regular hours of work each day shall be consecutive except for interruptions for rest periods and an unpaid meal period.

Section 7.2 – Workweek
Currently, a regular work schedule normally incorporates fourteen (14) calendar days. Every reasonable effort will be made by the City to provide a regular schedule and two consecutive days off for employees involved in continuous service operations. The City may change schedules to the extent consistent with operating requirements of the City.

Section 7.3 – Hours
Currently, the two-week schedule, for the Street, Storm and Water Division workers, consists of eight nine-hour shifts and one eight-hour shift, with every other Friday off work. The schedule for the Parks Division workers currently consists of five eight-hour shifts per week. The City may change the hours of work to the extent consistent with operating requirements of the City.

In addition to the two-week schedules above, the City reserves the right to select employees to complete the annual water main flushing project based on its determination of relative skills, abilities and operational needs. All employees selected for this project will be reassigned to a night shift, with starting and quitting times to be designated by the City for the duration of the project. No employee will be scheduled to work their normal day shift schedule in addition to their night shift. In the event any employee assigned to the project is absent or otherwise unavailable to perform required project work, the City reserves the right to designate alternate workers to complete the project.

Section 7.4 - Work Schedules
All employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Except for emergency situations, as set by the City and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted. Work schedules will be posted as soon as practical.

Section 7.5 - Duty Hours
All employees will be required to complete a 7-day duty shift beginning at 5:00 p.m. Monday and ending the following Monday at 5:00 p.m.

Section 7.6 - Rest Periods
All employees shall be granted a 15-minute rest period during each half shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each half-shift. Rest periods shall be taken at the jobsite at which work is being performed or at a City facility.

Section 7.7 - Meal Periods
All employees shall be granted a lunch period of not less than one-half hour for 9-hour shift days or more than one hour for 8-hour shift days, except in emergency situations. The lunch period shall be without pay, and shall be taken at approximately the middle of the work shift.

ARTICLE 8
SICK LEAVE

Section 8.1 –Eligibility
All employees shall accrue sick leave at the rate of eight (8) hours leave for each calendar month of service.

Section 8.2 – Accrual
Sick leave accrues from the date of employment and is available for use from the date of hire. Unused sick leave will be carried forward to the next year. Employees shall be entitled to unlimited sick leave accrual. Sick leave cannot be used for vacation. If an employee runs out of sick leave, any additional sick time missed will automatically be deducted from the employee's available accrued leave. If no leave is available, the leave will be without pay.

Section 8.3 - Donation of Sick and Vacation Leave
An employee may donate up to 40 hours of unused sick leave or vacation leave per calendar year to a donated leave bank administered by the City as long as they maintain at least 40 hours in both their sick and vacation leave banks on an ongoing basis. To be eligible to apply for donated leave, an employee must**:**

1. Have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work (anticipate to be absent from work at least two weeks beyond exhaustion of all leave banks);
2. Have exhausted all sick leave, compensatory time, vacation, and holiday time; and
3. Not be eligible for disability benefits under PERS or the City's long term disability benefits prior to receipt of any donated sick leave.

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance. Donated sick leave will be based on a two (2) hours for one (1) hour (2:1) exchange. Donated vacation leave will be based on a one (1) hour for one (1) hour (1:1) exchange. Donations will be made without regard to differences in pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay.

Employees do not accrue sick leave, vacation pay or other benefits during the time they are on donated leave. Donated time cannot be used to extend the employment of an employee who will not be returning to work.

Section 8.4 - Sick Leave upon Separation
No payment for accrued sick leave will be paid upon separation.

Section 8.5 – Retirement
Upon retirement of an employee, fifty percent (50%) of unused sick leave shall be credited toward retirement benefits.

Section 8.6 - Sick Leave without Pay
Upon written application, a leave of absence without pay for non-job related medical reasons may be granted by the City Manager for the remaining period of disability after earned sick leave and other accrued leaves have been exhausted. At the end of one year, an extension must be requested in writing and approved by the City Manager, who may require that the employee submit a certificate from the attending physician.

Section 8.7 – Procedure
Employees are expected to call their immediate supervisor on each occasion of absence from work stating the reason for his/her absence as soon as practically possible. The City may require a written statement from a physician after three days absence. A physician's release will be required when the City has reason to believe the employee's return to work would present a health hazard to either the employee or coworkers in their work place.

ARTICLE 9
OTHER PAID LEAVES OF ABSENCE

Section 9.1 - Jury Duty
Employees shall be granted leave with pay for serving on a jury. Upon being excused from jury service for any reason an employee shall immediately contact the department head or the immediate supervisor for work assignment for the remainder of his regular workday. Employees shall tender to the City any jury duty pay.

Section 9.2 - Required Court Appearances
Leave of absence with pay shall be granted for attendance in any court in connection with an employee's officially assigned duties, provided that the requirement to appear in court in as a result of a subpoena filed with the City. The period of such authorized absence shall include the time required for travel (to the court and return to the employee's wok site or The City of Keizer), whichever is appropriate. This provision does not apply in any case where the Union or the employee is a complainant in a case against the City.

Section 9.3 - Military Leave with Pay
A full time employee who has completed his required period of probation and who is a member of the Oregon National Guard or of any reserve component of the Armed Forces of the United States, is entitled to a leave of absence with pay from the duties for a period not exceeding 15 calendar days in any single calendar year. Such leave shall be granted without loss of pay and without impairment of other benefits to which he is entitled, except that such leave shall not be construed as official City business. Military leave with pay may be granted only when an employee receives bona fide military orders to active duty for a temporary period. A copy of the appropriate military orders must be furnished to the City when the employee receives same in order for the City to make whatever shift scheduling will be required during the affected employee's absence. Any employee on military leave with pay shall not be paid for such leave by the City unless the employee returns to his position with the City immediately following expiration of the period for which he was ordered to temporary active duty Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

Section 9.4 - Bereavement Leave
All employees in the bargaining unit will be entitled to the same bereavement leave benefits as the unrepresented employees as offered and changed by the City. For purposes of this section, the immediate family includes: Mother, Father, Son, Daughter, Sibling, Husband, Wife, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparent and Grandchild. It also includes domestic partners, as defined in City Policy as well as the Mother, Father, Son, Daughter, Siblings, Grandparents and Grandchildren of such domestic partners.

ARTICLE 10
UNPAID LEAVES OF ABSENCE

A regular employee may be granted a leave of absence without pay up to thirty (30) days when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. An employee's position will be held open until the ending time approved in the leave request subject to the operational needs of the City.

ARTICLE 11
COMPENSATION

Section 11.1
The City agrees to pay bargaining unit members during the term of this Agreement as per the City of Keizer Pay Matrix.

A. The City Council recognizes that fluctuations in the state's economy will affect the market value of salaries. The Pay Matrix shall automatically be amended each year of this Agreement in July as follows:

1. Effective July 1, 2018 through June 30, 2019, pay shall be increased by 3.0%.
2. Effective July 1, 2019 through June 30, 2020, pay shall be increased by 2.5%, unless the CPI-W Western Region Size B-C index average increase for the prior calendar year is more than 3%. Such an increase will trigger a reopener of this section only.
3. Effective July 1, 2020 through June 30, 2018 2021, pay shall be increased by 2.5% unless the CPI-W Western Region Size B-C index average increase for the prior calendar year is more than 3%. Such an increase will trigger a reopener of this section only.

Effective July 1, 2018 through June 30, 2021, wages shall be increased as set forth above, unless the reopener is triggered pursuant to Section 19.2 of this Agreement.

B. Salary survey for all classifications will be completed and available in conjunction with contract negotiations, unless otherwise agreed to by both parties at commencement of bargaining.

C. An employee is eligible to receive a Spanish language differential of 5.0 %. Such differential is available if the employee is required to acquire this skill or if the City Manager determines that the second language is of benefit to the City. Employee must be fluent in the language as determined by the City based on a standard and testing program approved by the City.

D. ADVANCED CERTIFICATION. Upon submittal of evidence that the employee has received certification above their level of classification and approved by management, the employee shall receive an additional fifty-five (55) cents per hour over and above their hourly base pay for holding one certification above their level of classification. This pay shall cease when and if the employee moves into a higher Municipal Utility Worker classification.

Section 11.2
Employees shall be reimbursed for non-voluntary official use of an employee's personal automobile at the current IRS rate. The employee must obtain prior authorization before using their personal automobile for official City business. The employee shall provide an official City Reimbursement Request Form to the City prior to payment of reimbursement.

Section 11.3 - Reading the Pumps
Employees assigned to read the pumps on weekends and holidays will be paid three hours of overtime.

Section 11.4 – Callback
Callback is defined as hours a full-time employee is called back to work. Overtime will be paid for a minimum of two hours on a callback. The two hour minimum callback only applies when the callback results in hours worked that are not contiguous to the beginning or end of an employee's regular work schedule. Because of the possibility of multiple calls in a short period of time, the following is offered as a clarification of the two-hour minimum.

- If the call takes, for example, 1.5 hours to complete, the employee will be paid for 2 hours.

- If, while the employee is in the first two hours of the callback, additional calls are received and are completed within the two hours, the employee will be paid for two hours.
- If the call(s) in the first two hours of the callback takes over two hours to complete, then the employee will be paid for the number of hours worked, rounded up to the next whole hour. For example: for work over two hours, but less than three hours, the employee will be paid for three hours; for work over three hours, but less than four hours, the employee will be paid for four hours; and so on.

Section 11.5 - On-Call Duty Pay

Any employee assigned by his supervisor to be On-Call Duty time, after regular business hours, shall be compensated at the rate of $350 for the 7 day period of On-Call Duty for the first two years of the contract (July 1, 2018 through June 30, 2020). The rate will increase to $400 for the 7 day period of On-Call Duty the third year of the contract (July 1, 2020 through June 30, 2021). Scheduled On-Call Duty means that the employee will be required to respond to "pager calls" for work situations requiring the assigned employee's immediate attention.

Section 11.6 - Emergency Callback

Staff who are not on regularly scheduled On-Call Duty and are called back to work after their regular scheduled shift day ends will be compensated at the rate of one and one-half times the regular rate of pay for a minimum two (2) hours.

Section 11.7 - Water Main Flushing Project Pay

All employees assigned to the project will be paid a premium of two dollars ($2.00) per hour for all work performed on the project. In addition, the City will designate a lead worker for the project. The lead worker shall be paid the two dollars ($2.00) premium, plus five percent (5%) out-of-classification pay computed on the total of his/her regular rate and the two dollar ($2.00) premium.

Section 11.8 - Overtime

1. Except as provided for herein, employees shall be compensated at the rate of one and one-half times the regular rate of pay under the following conditions, but in no event shall such overtime compensation be received twice for the same hours:
    a. All assigned hours worked in excess of nine (9) hours per day in a five day work week, or eight (8) hours per day on the ninth day of the two week schedule, for the Street, Water and Stormwater Division employees, or eight (8) hours per day for the Park Division employees (authorized meal times shall not be counted);
    b. All hours worked in excess of 80 hours in a two-week period.

2. Employees may accumulate compensatory time in lieu of overtime at the rate of one and one-half times the amount of actual time worked in excess of their regular hours and will be entitled to take said time off from work. A maximum of 60 hours may be accumulated, with no time limit on when this time must be used. Any amount accumulated over 60 hours will be paid to the employee on the next regular pay period.

3. All work in excess of the regularly scheduled shift shall be paid at the overtime rate of 1.5 times the regular rate of pay for overtime hours worked.

Section 11.9 - Form of Compensation

Compensation for authorized overtime, callback, and all holiday work may be paid or accrued as compensation time at the discretion of the City. All overtime must have prior approval of the department head or designated supervisor.

ARTICLE 12
DISCIPLINE AND DISCHARGE

All employees will be subject to the "Standards of Conduct" set forth in the City Personnel Policy Manual. The City may impose disciplinary action including but not limited to oral reprimand, written reprimand, demotion, discipline or discharge based on the circumstances of the incident. No regular employee shall be suspended, demoted, or discharged except for cause, nor shall any such employee be suspended, demoted, or discharged arbitrarily. Any discipline action imposed on any bargaining unit employee may be appealed only through the grievance procedure set forth in Article 13 of this Agreement.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1
Any grievance or dispute, which may arise between the parties concerning the application, meaning, interpretation or enforcement of this Agreement, shall be resolved in the following manner and sequence. The grievant may be represented by the Union at each step of this procedure.

Step 1. The affected employee shall first attempt to resolve the dispute informally with the employee's immediate supervisor within seventy-two (72) hours of its occurrence excluding Saturday and Sunday. The immediate supervisor shall then attempt to resolve the matter within ten (10) working days of their discussion with the employee.

Step 2. If the grievance has not been settled between the affected employee and the immediate supervisor, the employee shall present the grievance in writing to the Director of Public Works within ten (10) working days, following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the employee/Union shall include:

(a) a statement of the grievance and the factual allegations upon which it is based;

(b) the Article and Section(s) of this Agreement alleged to have been violated;

(c) the remedy sought;

(d) the name and signature of the individual(s) submitting the grievance or the signature of an authorized union representative in the event the grievance is filed on behalf of an employee(s); and

(e) The date the informal discussion occurred with the immediate supervisor.

Within ten (10) days of receipt of the grievance, the Director of Public Works will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the Director's receipt of the grievance. The Director of Public Works shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance has not been settled between the affected employee/Union and the Department Head, the employee/Union shall present the grievance in writing to the City Manager within ten (10) working days, following the Department Head's response.

Within ten (10) days of receipt of the grievance, the City Manager will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the City Manager's receipt of the grievance. The City Manager shall render a written decision within ten (10) days following the referenced meeting.

Step 4. If the grievance is not resolved at Step 3, the City and the Union, by mutual agreement, may move to an optional step of a Labor/Management Committee. If this option is not selected within ten (10) days from the issuance of the Step 3 decision by the City Manager, the parties shall automatically proceed to Step 5, below. The Labor/Management Committee shall consist of two representatives appointed by the Union and two representatives appointed by the City. None of the representatives shall be directly involved in the dispute. The Labor/Management Committee shall hear the matter at a mutually convenient time and it shall issue a written decision within two days after hearing the matter. The majority of the Labor/Management Committee shall determine the decision and the decision will be final and binding on all parties. Each member of the Labor/Management Committee shall be entitled to one vote. In the event that the Labor/Management Committee is deadlocked, that result will be noted in writing and the grievance will be deemed to have been denied, allowing the parties to proceed to Step 5.

Step 5. If the grievance is not resolved at Step 4 above and if the Union wishes to pursue the grievance further, the Union shall file a written notice of intent to arbitrate the grievance with the City within fifteen (15) calendar days of the date the decision of the City Manager was received, not including the date of receipt. The parties shall request a list of seven (7) Oregon and Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator

Section 13.2

The powers of the arbitrator shall be limited to interpreting this contract and to determine if it has been violated. The arbitrator shall have no power to alter, modify, add to, subtract, or detract from the terms of this contract. The arbitrator shall have no authority to substitute judgment for that of the City where the City has retained the right or discretion to act. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear argument and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear argument and evidence of the merits of the grievance. If requested by either the Union or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the grievance merits. Within the scope of authority granted under this contract, the decision of the arbitrator shall be binding upon both parties to this contract. The selected arbitrator shall render a decision within thirty (30) calendar days after the close of the hearing. The costs of the arbitrator shall be borne equally by the Union and the City. Each party shall be responsible for costs of presenting its own case to arbitration. Should arbitration be canceled due to a settlement, the parties will split equally any cancellation fees.

Section 13.3

If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and nonarbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be deemed to be denied and the grievant and the Union may proceed to the next step of the procedure. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

Section 13.4

An authorized Union representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay if such meetings occur during their respective duty periods. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to the immediate supervisor.

ARTICLE 14
PROBATIONARY PERIOD

Section 14.1- Purpose
The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions and by providing an opportunity to reject the employee.

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which the employee shall be considered a regular employee and granted seniority back to the date of the most recent date of hiring. The Union recognizes the right of the City to terminate probationary employees for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 13.

Section 14.2 - Allocation of Probationary Period
The Union recognizes the right of the City to exercise all functions not specifically modified by this Article with respect to probationary employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training or other classifications, the requirement that such employees attend training programs on their off-duty.

Section 14.3 - Promotional Probationary Period
Regular full time employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the City to demote an employee on promotional probationary status to the previous classification for any reason, without prejudice to the City's position that demotion of a probationary employee to the employee's previous classification is a right which may be exercised at the option of the City. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure.

ARTICLE 15
GENERAL PROVISIONS

Section 15.1 - Bulletin Boards
The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Public Works Shop area to be used exclusively by the Union. The Union shall limit its postings of notices and bulletins to such spaces on the bulletin board. The City may limit this privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 15.2 - Nondiscrimination/Employee Rights
The City agrees to post on the bulletin board described in Section 15.2, the rights of employees to be free from discrimination based upon protected classifications and the rights of the employees to form, join, and participate in activities of a labor organization.

Section 15.3 – Seniority
Seniority shall be the employee's length of continuous service within the bargaining unit dating from the last date of hire. Seniority shall be broken or terminated if any employee quits, is discharged for cause, is laid off and fails to report to work within three days after being recalled or voluntarily waives an opportunity to return to work from lay off, is laid off from work for any reason for more than nine months (except that in the case of an industrial accident and employee's seniority rights shall continue for only one year), while on leave of absence, accepts another employment without permission, or is retired.

Section 15.4 - Union Representative
Authorized representatives of the Union shall be allowed reasonable access to members of the bargaining unit during normal City business hours so long as there is no interruption of the City's work and so long as the employees are on

an authorized break period or lunch period. The Union's representatives are expected to announce their presence to a supervisory employee of the City. No Union representative shall contact a bargaining unit member while on duty without the express, prior approval of the City. In addition, the Union's representatives shall be allowed reasonable access to the City's conference rooms, when they are not otherwise in use by the City, for a place to meet with bargaining unit members before or after the normal workday. Special exceptions to these restrictions may be granted at the discretion of the City.

Section 15.5 - Layoff and Recall

1. Layoff: In the event a reduction in personnel is determined to be necessary by the City, length of service shall be the determining factor in such layoff, providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City.

2. Recall: In the event a recall is determined to be necessary to the City, length of service shall be the determining factor in such recall providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City. An employee's refusal to accept an offered position from layoff obviates the City's responsibility to make further offers. For the purposes of recalling employees, notice of recall from a layoff period exceeding five regular City work days shall be by certified mail, return receipt requested, sent to the employee at his last known address of record as furnished by the employee to the City. For layoff periods of less than five days, a personal visit by a City representative or a telephone call will suffice.

Section 15.6 - Outside Employment

Employees shall not accept outside employment that will interfere with their employment with the City.

Section 15.7 - Authorized Travel, Training and Conference Attendance

All employees in the bargaining unit will adhere to the same Travel Policy as provided to the unrepresented employees of the City. The City shall pay the tuition and instructional material costs for any employee required by the City to attend a course of instruction.

The City will pay for any special certifications and exams required by the City that pertains to their work.

Section 15.8 – Clothing

Where the City presently furnishes protective and/or work clothing, it shall continue such practice. Each employee shall receive a clothing allowance of $400 at the beginning of each fiscal year (July 1). Employees will be required to launder and maintain uniforms. Uniforms must be worn whenever an employee is on duty. Required protective clothing will be provided.

Section 15.9 - Personal Use of Cellular Telephones

All employees in the bargaining unit will adhere to the same Computers, Telecommunication Devices and Other Electronic Equipment Policy as provided to the unrepresented employees of the City.

ARTICLE 16
INSURANCE AND RETIREMENT

The City agrees to provide a contribution to a package of employee benefits program for all employees covered under this Agreement.

Section 16.1 - Insurance
Effective July 01, 2015, the City will pay ninety-five percent (95%) of the premium to provide medical and dental insurance coverage for full-time employees who are participating in the City's current Health Net Plan #101097 and Guardian Dental Plan. Employees participating in those plans shall be responsible for paying the remaining five (5%) percent of the premium, irrespective of level of coverage. Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in Health Net Plan #101097 and Guardian Dental Plan as stated above. Any premium costs in excess of that amount shall be the employee's responsibility.

For regular part-time employees, the City will split the cost of employee-only medical and dental insurance using the same 95%/5% split as describe above.

All employee contributions shall be paid through payroll deductions.

The City will continue to provide an IRC Section 125 flexible spending account plan.

This Section shall be automatically be reopened in the event the excise tax will be triggered or potentially triggered, in accordance with Article 19 of this Agreement.

Section 16.2
The City will pay the full premium, for the long-term disability insurance program covering employees in high-risk positions (municipal utility workers). The City will pay the full premium for the $60,000 life insurance benefit for all regular full-time members of the bargaining unit.

Section 16.3 – Retirement
All employees in the bargaining unit will be afforded the same retirement plan options as are provided to the unrepresented employees of the City.

ARTICLE 17
SAVINGS CLAUSE, FUNDING & WAIVER

Section 17.1 - Savings Clause
Should any portion of this Agreement be declared invalid by any court of competent jurisdiction or any agency of the state acting under specific authority of statue, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

Section 17.2 – Funding
The parties recognize the revenue needed to fund pay and benefits provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such pay and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of cutting pay rates and benefits specified in this Agreement because of budgetary limitations, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request(s) amounts sufficient to fund the pay and benefits provided by this Agreement, but it makes no guarantee as to passage of such budget requests or voter approval thereof and City action thereunder shall not be subject to the grievance procedure.

Section 17.3 – Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 18
PERSONNEL RULES

The Union agrees to accept the personnel rules and regulations adopted by the City. It is expressly understood that in the event of any conflict between the collective bargaining agreement and the personnel rules, the Agreement shall prevail; provided, however, that every effort shall be made to carry out the purposes of this agreement and the City Personnel Policy Manual.

ARTICLE 19
TERMINATION AND RECOGNITION

Section 19.1 - Length of Contract
Except as set forth in Section 16.4 above, this Agreement shall commence on July 01, 2018 and shall remain in full force and effect until the 30th day of June, 2021.

Either party to this agreement may initiate negotiation for renewal, amendment and or revision of this agreement ninety (90) days prior to termination of this agreement.

Section 19.2 – Insurance Re-opener
In the event the insurance and insurance benefits provided under this Agreement trigger the excise ("Cadillac") tax under the Affordable Care Act or there is any potential that the tax will be triggered, the parties agree to automatically reopen Sections 11.1.A and 16.1 of this Agreement.

Section 19.3 - Mutual Reopeners
Any specified Article or Articles of this Agreement may be opened at any time upon mutual written agreement of both the City and the Union during the life of the Agreement.

Executed on _____

CITY OF KEIZER, OREGON

_____
Chris Eppley Date
City Manager

_____
Bill Lawyer Date
Public Works Director

OREGON SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS

_____
Greg Held, Business Manager Date

_____
Zack Culver, Date
Business Manager Local 737

_____
Brandon Buchheit Date
Local 737 Shop Steward

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **FIELD MAINTENANCE AGREEMENT**

The City of Keizer owns the real property and improvements located adjacent to Keizer Rapids Park at 1590 Chemawa Road North, Keizer, Oregon. Such property consists of a residence, outbuildings and farm land. The farm land previously had a filbert orchard on it and it was leased to a farmer so that the City could gain income and the ground would be maintained. Over the last eight years, the City has had two different farm leases. The income from the orchard has been minimal. The last lessee terminated the lease and the trees were 20 years past maturity. Therefore, staff determined it would be appropriate to remove the trees and find a farmer that would put in a crop to maintain the ground. This would eventually allow an easy transition to park uses when the City has the resources to move forward with that phase.

Staff issued a Request for Proposals to farm the land, but no proposals were received. When asked, two of the potential farmers said that the property was too small to farm economically, and adjacent neighbors and park users cause some concern with regard to farming operations. The Public Works Director spoke with Bob Zielinski, a local farmer. Bob indicated he would be willing to maintain the property in exchange for keeping the proceeds from the crop. The parties negotiated an Agreement in this fashion. Such agreement is attached to the Resolution.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager enter into the field maintenance agreement with Scenic Valley Farms LLC.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIELD MAINTENANCE AGREEMENT FOR FARM LAND LOCATED AT 1590 CHEMAWA ROAD NORTH, KEIZER, OREGON WITH SCENIC VALLEY FARMS LLC

WHEREAS, the City of Keizer owns real property and improvements located adjacent to Keizer Rapids Park;

WHEREAS, such property is located at 1590 Chemawa Road North, Keizer and consists of a residence, outbuildings and farm land;

WHEREAS, the farm land requires upkeep and maintenance;

WHEREAS, a Request for Proposal was issued and no proposals were received;

WHEREAS, staff approached a local farmer who indicated he would maintain the property and the attached agreement has been negotiated between the parties;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to enter into the field maintenance agreement attached hereto with Scenic Valley Farms LLC.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all acts necessary to consummate the arrangements as contemplated therein.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

FIELD MAINTENANCE AGREEMENT

DATE: _____, 2018 ("Effective Date")

PARTIES:

CITY OF KEIZER, an Oregon Municipal Corporation ("City")
Attn: E. Shannon Johnson
PO Box 21000
Keizer, OR 97307

SCENIC VALLEY FARMS LLC ("Manager")
12423 River Road NE
Gervais, OR 97026

RECITALS:

A. City owns an approximate 21 acre parcel located adjacent to Chemawa Road North in Keizer Rapids Park (hereinafter "Field").

B. Such Field is not necessary for City purposes at this time, however City has limited resources to maintain such Field.

C. Manager has equipment, personnel and other resources to maintain Field and City wishes to retain the services of Manager to do so.

D. City and Manager wish to enter into this Agreement to provide for the maintenance of Field.

NOW, THEREFORE, in consideration of the promises made herein, the parties agree as follows:

AGREEMENT:

Section 1. Term

The term of this Agreement shall commence upon the signature of all the parties ("Effective Date") and will terminate on June 18, 2021 (the "Term"), unless terminated previously pursuant to Section 17. Manager agrees that during the period of this Agreement, Manager shall regularly maintain the Field consistent with standard farming practices. Manager shall have the option to renew this Agreement for two successive one-year periods provided such renewal is agreed to between the parties.

Section 2. Condition of Field

2.1 Alterations Prohibited. Manager will make no permanent improvements or alterations on the Field of any kind.

2.2 Condition at Termination of Agreement. It is the intent of the parties that Manager will cultivate, harvest and sell wheat and/or grass. At the termination of this Agreement, the Field shall be left in a condition conducive to further development of the Field as a park, all repairs being completed as required in this Agreement.

Section 3. Consideration

The parties anticipate Manager will plant a wheat and/or grass crop in order to maintain and stabilize soil. Manager shall retain any net revenue from the sale of any crop after expenses in compensation for maintenance services performed by Manager. No additional compensation will be paid to Manager.

Section 4. Relationship of the Parties.

City and Manager have entered into this Agreement for the purpose of establishing an independent contractor relationship between City and Manager for the purposes of Manager providing a service by maintaining the Field. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between City, its successors or assigns on the one part, and Manager, its successors or assigns on the other part. Manager is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

Section 5. Costs of Maintenance

Manager shall be responsible for and pay all the costs of maintaining the Field. City shall not be responsible for any costs whatsoever, other than the real property taxes as set forth in Section 13. Manager shall provide an accounting of costs and gross revenues no later than January 31 each year for the previous year.

Section 6. Manner of Maintenance and Conservation Laws

Manager shall maintain the Field consistent with the best agricultural practices employed by the farming industry in the area where the Field is located. Manager shall refrain from practices that will cause unusual erosion to the Field. Manager shall maintain the Field in compliance with all federal, state, and other governmental laws, regulations, and directives.

Section 7. Manager to Comply with Environmental and Hazardous Materials Laws.

Manager, at its sole expense, will operate and maintain all fuel and other hazardous materials storage equipment, and will dispense and use fuel and other hazardous materials in compliance with all applicable laws. Placement or building of permanent or semi-permanent fuel storage and/or dispensing equipment on the Field by Manager is prohibited.

7.1 Manager, at Manager's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Manager's use of the Field, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, Hazardous Materials as defined in Section 7.4 below, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters.

7.2 Other than fuel and oil contained in equipment and mobile servicing vehicles and chemicals and fertilizers as provided in Section 8 below, Manager shall not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Field by Manager, Manager's agents, employees, contractors, or invitees.

7.3 Manager shall indemnify and defend City against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Field, damages arising from any adverse impact on marketing of the Field, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) that arise during or after the Agreement term due to contamination by Hazardous Materials as a result of Manager's use or activities or of Manager's agents or contractors. This indemnification of City by Manager includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous Materials present in the soil or groundwater or under the Field. Without limiting the foregoing, if the presence of any Hazardous Material on the Field caused or permitted by Manager or Manager's agent or contractor results in any contamination of the Filed, Manager shall promptly take all actions at Manager's sole expense as are necessary to return the Field to the condition existing prior to the release of any such Hazardous Material onto the Field, provided that City's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the Field. This agreement to indemnify shall survive the expiration or earlier termination of this Agreement.

7.4 As used in this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Section 8. Chemicals and Fertilizers

Manager shall not, without City's prior written consent, use fertilizers or chemicals on the Field. Manager shall provide to City a list of all proposed chemicals and fertilizers that may be applied during any given crop year for City's approval. After the list has been approved by City, Manager shall give City 24 hour notice prior to application. Manager shall provide 24 hour notice when Manager's deems it necessary to close the "Big Toy" due to chemical application exposure. City will alert and notify the neighborhood of the application and will close the "Big Toy" when Manager deems it required due to chemical application exposure.

Manager shall provide the 24 hour notice by email to: LawyerB@Keizer.org, JohnsonR@Keizer.org and JohnsonS@Keizer.org.

Section 9. Use of Field

9.1 Unless permitted otherwise in writing, the Field shall only be used to grow wheat and/or grass.

9.2 Manager shall maintain the Field in good condition and shall not commit, permit, or suffer waste to the Field. Manager shall first obtain City's prior written permission to change the Field in any way, which permission City may withhold in City's sole discretion. If City gives its permission to change the Field, any such changes must comply with all applicable laws, rules and regulations. Manager shall indemnify and defend City from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Field, damages arising from any adverse impact on marketing of the Field, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) that arise during or after the Agreement term due to or as a result of Manager or any of Manager's agents or contractors changing the Field in any way.

9.3 Manager shall not erect its own buildings and other improvements on the Field without express written consent of City.

Section 10. Access

Manager acknowledges and agrees that access to the Field shall be directly from Chemawa Road North. Manager and City agree that Manager may store harvesting equipment on the Field only while harvesting the crop.

Section 11. Agricultural Programs

11.1 Crops to be raised on the Field may be the subject of USDA or other federal or state government programs. Manager shall enter and comply with all mandatory government programs for crops raised on the Field. Manager shall determine which voluntary government programs shall be entered into. City shall have the right to object to long term voluntary government programs that would affect the Field.

11.2 If payments are made under any government programs in which the Field is enrolled, the payments applicable to the term of this Agreement shall be paid to Manager subject to the security interest in favor of City described below.

Section 12. Irrigation

Manager acknowledges and agrees that there are no wells, irrigation equipment, pumps, lines, or other water delivery equipment located upon the Field. If Manager chooses to irrigate the Field, Manager shall be responsible for providing water from off-premise sources for purposes of Manager's maintenance activities.

Section 13. Taxes

City shall pay all the real property taxes, if any, levied on the Field and Manager shall pay all taxes on any of Manager's personal property used on the Field.

Section 14. Liens

Manager shall pay when due all claims for work done on the Field, and for services rendered or material furnished to Manager to grow Manager's crops on the Field or incurred for Manager's repair responsibilities for the Field and improvements; and Manager shall keep the Field and the crops free of any liens arising out of the failure to pay such claims or arising out of any other activity of Manager. If the Field, improvements, or crops are subjected to any lien because of the activities of Manager, and a lien is not discharged within 10 days, City may discharge the lien and recover the cost from Manager on demand, plus interest at the rate of 6% per annum from the date of expenditure. Such action by City shall not constitute a waiver of any right or remedy that City may have on account of Manager's default. If Manager in good faith elects to contest the lien, then Manager shall, on City's written request, deposit with City cash or sufficient corporate surety bond or other security satisfactory to City to discharge the lien plus costs and interest.

Section 15. Indemnity; Liability Insurance

15.1 Manager shall indemnify and defend City from any claim, loss, or liability arising out of or relating to any activity of Manager on the Field. This agreement to indemnify shall survive the expiration or earlier termination of this Agreement.

15.2 Within ten (10) days of the Effective Date, Manager shall procure, and during the term of this Agreement shall continue to carry, public liability and property damage insurance, including but not limited to insurance to cover liability, indemnity, and defense responsibilities set forth in Section 7 above naming City as an additional insured, with liability limits of not less than $1,000,000.00 for injury to persons or property in one occurrence. Such insurance should be provided by an insurance carrier reasonably acceptable to City. Manager shall deliver to City certificates evidencing such insurance with an endorsement requiring 10 days' notice to City before the cancellation of such insurance coverage.

Section 16. Default; Remedies

16.1 Time is of the essence of this Agreement. The following shall be events of default:

(a) Dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labor disputes), appointment of a receiver of any of the Field, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Manager.

(b) Failure of Manager to comply with any other term or condition, or fulfill any other obligation of this Agreement within 30 days after written notice by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if Manager begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible.

16.2 In the event of default, City shall have the right to any and all legal and equitable remedies available to City under applicable law.

Section 17. Right to Terminate Agreement

After the first year of this Agreement, Manager may terminate this Agreement for any reason upon thirty (30) days' written notice to City. City may terminate this Agreement upon fifteen (15) days' notice to Manager if the Field is disqualified from its taxable special farmland assessment or exempt status. After the first year of this Agreement, City may terminate this Agreement for any reason upon thirty (30) days' written notice to Manager. In the event this Agreement is terminated pursuant to this Section, City will allow Manager to complete the harvest of that year's crop.

Section 18. City's Right of Entry

City may go on the Field at any time, provided City does not harm the growing crops or interfere with Manager's maintenance activities.

Section 19. Assignment

Manager may not assign this Agreement under any circumstances.

Section 20. Successor Interests

Subject to the limitation on assignment by Manager, this Agreement shall be binding on and inure to the benefit of the parties, their successors, and assigns.

Section 21. Nonwaiver

Failure by either party at any time to require performance by the other of this Agreement shall in no way affect that party's right to enforce any Agreement provisions; nor shall any waiver of any breach be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

Section 22. Notices

All notices required or permitted to be given shall be in writing and shall be deemed given when delivered by personal service or, if mailed, when deposited as certified mail directed to the address stated on the first page of this Agreement or to such other address as either party may specify by notice to the other party.

Section 23. End of Agreement

Manager shall remove any equipment from the Field at the termination or earlier expiration of this Agreement.

Section 24. Attorney Fees

If litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal there from.

Section 25. Remedies; Mediation

In the event of a breach of any agreement herein, each party is entitled to all remedies provided by applicable law. Before commencing a legal action, the party seeking relief must give the other party written notice of the matters in controversy and designate three proposed mediators from the mediation/arbitration panels of the State court of Marion County. The other party, within 10 days of receiving the notice, must select a mediator, and the parties must immediately thereafter enter into good-faith mediation. If the matter is not resolved by mediation within 45 days after the mediator is selected, the mediation must cease and either party may seek a judicial resolution. The cost of mediation must be shared equally by the parties.

Section 26. Proprietary Crops

Manager shall not plant any proprietary variety of crop (the "Crop") on the Field.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

City:

CITY OF KEIZER

By:_____
Christopher C. Eppley,
City Manager

Dated:_____

Manager:

SCENIC VALLEY FARMS LLC

By:_____
Robert A. Zielinski, Jr.,
Manager

Dated:_____

APPROVED AS TO FORM:

_____
Keizer City Attorney

COUNCIL MEETING: **June 18, 2018**

AGENDA ITEM NUMBER: _____

TO: **MAYOR CLARK AND CITY COUNCILORS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **TIM WOOD, FINANCE DIRECTOR**

SUBJECT: **DELINQUENT SEWER ASSESSMENTS**

ISSUE:

The City of Keizer collects sewer fees from residents and businesses of Keizer. The attached list marked as exhibit "A" represents an itemized list of delinquent accounts from March 1, 2017 through February 28, 2018. Each resident (and property owner, if different) has been notified by certified letter and given a sufficient amount of time to remit payment for their accounts. ORS 454.225 authorizes the City to certify the delinquent amounts to the County Assessor for the amounts assessed against the premises serviced. The statute also allows the City to collect penalty, interest or costs associated with the delinquencies. A 10% delinquent amount has been added as a penalty and a $37.00 administration fee has been added to cover the City's costs.

FISCAL IMPACT:

Delinquent assessments total $3,952.04 for tax year 2018-2019. This compares to $7,138.67 for tax year 2017-2018.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution, which certifies the delinquent sewer accounts to the County Assessor for collection.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

CERTIFICATION OF DELINQUENT SEWER ACCOUNTS

WHEREAS, the City of Keizer is responsible for the collection of sewer fees from the residents of Keizer;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer that the attached Exhibit "A" is an itemized list of delinquent sewer charges through and including February 28, 2018 that the City has been unable to collect through the usual collection procedures.

BE IT FURTHER RESOLVED that ten percent (10%) of the delinquent amount has been added as a penalty and that a $37.00 administration fee has been added to cover the City's costs.

BE IT FURTHER RESOLVED that the amounts certified on the attached Exhibit "A" shall be added to the appropriate tax accounts as indicated pursuant to ORS 454.225.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

CITY OF KEIZER

DELINQUENT SEWER ACCOUNTS

EXHIBIT A

Property ID	Service Address	Owner's Name	Sewer	Sewer Admin	Total Billing	Penalty 10%	Chg $37.00	Total
R20087	7225 WHEATLAND RD N	ROBERT & BARBARA HASKINS	368.04	37.50	405.54	40.55	37.00	$483.09
R20126	7495 WHEATLAND RD N	PATRICK & TANA BRYANT	368.04	37.50	405.54	40.55	37.00	$483.09
R20048	6995 RIVER RD N	DONALD & TAMARA PALMER	368.04	37.50	405.54	40.55	37.00	$483.09
R20342	1060 HARMONY DR NE	COLLEGE-ANYONE LLC / STACY BROWN	369.89	37.50	407.39	40.74	37.00	$485.13
R20577	5625MCLEOD LN NE	JUSTINDER & ALICIA SINGH	239.23	24.38	263.61	26.36	37.00	$326.97
R20573	5540 ST CROIX WY NE	E-VILLAGE LLC C/O CHARLES SIDES	369.89	37.50	407.39	40.74	37.00	$485.13
R65528	1551 SIEBURG DR NE	LAURA SCOTCH	369.89	37.50	407.39	40.74	37.00	$485.13
R20580	5580 ST CROIX WY NE	E-VILLAGE LLC C/O CHARLES SIDES	165.43	16.67	182.10	18.21	37.00	$237.31
R20164	7029 FIR GROVE LN N	SHANNON & SCOTT WHITE	368.04	37.50	405.54	40.55	37.00	$483.09

$3,952.04

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: ***STREET SWEEPING CONTRACT***

A request for proposals for street sweeping services was prepared by the Public Works Director. That request for proposals for street sweeping services was issued on April 13, 2018. Two proposals were received and independently evaluated by the three evaluators identified in the Request for Proposals. The evaluators used criteria and evaluation guidelines set forth in the request for proposals to determine the appropriate provider to recommend to Council. Based on the evaluators' recommendation, a notice of intent to award the street sweeping services contract was issued.

A Resolution authorizing the City Manager to enter into the street sweeping contract with Wheat, LLC has been prepared for your consideration. (The map referenced in the beginning of the Contract is too large to attach. It will be available at the Council meeting.)

RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Enter Into Street Sweeping Contract.

If you have any questions in this regard, please feel free to contact me. Thank you.

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO STREET SWEEPING CONTRACT

WHEREAS, the City of Keizer has requested proposals for a Street Sweeping Contract for the cleaning of city streets and other designated areas;

WHEREAS, the proposals were independently evaluated by the three evaluators identified in the Request for Proposals and the evaluators recommended that Wheat, LLC be awarded the contract;

WHEREAS, a Notice of Intent to Award the Contractor to Wheat, LLC was issued to the two proposers;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the Street Sweeping Contract with Wheat, LLC, as set forth in Exhibit "A", attached and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the map referred to in the attached Street Sweeping Contract be attached to the fully executed Contract and kept in the City Recorder's files.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

STREET SWEEPING CONTRACT

PARTIES:

CITY OF KEIZER, an Oregon municipal corporation (hereinafter "City")

WHEAT, LLC, an Oregon Limited liability company (hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

A. DEFINITIONS AND GENERAL INFORMATION

1. The City of Keizer, hereinafter referred to as the "City", desires to contract a professional street cleaning service for the period beginning August 1, 2018 and ending July 31, 2021, subject to the optional extension as provided herein. The City and Contractor may extend the Contract for two additional two (2) year terms upon mutual consent of the parties.

2. The City has approximately 112 miles of roadway to be swept, equaling approximately 205 curb miles and 35 miles of non-curbed bike paths and center turn lanes, in accordance with the attached map. Leaf pick up is an integral part of this Contract, and the cost thereof is to be included in the contract price.

3. The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, cans and other materials. "Debris" also includes large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.

4. The term street shall mean the paved area between the normal curb line of a roadway whether or not an actual curb line exists on it. It shall not include any ways that would cause damage to the equipment used. It <u>does</u> include bikeways adjacent to the roadway.

B. SCOPE OF WORK

1. The Contractor will clean all the streets designated by the City on the attached map. The Contractor will divide the City into scheduled sweeping areas on a map and provide days of the week in which the sweeping area will be completed. Additional streets to be cleaned may be added by the City from time to time.

2. The Contractor will sweep each designated street twelve (12) times per year at the times designated by the City. However, River Road, Chemawa Road, Cherry Avenue, Keizer Station Blvd, Wheatland Road, Dearborn NE, and Lockhaven Drive will be swept twenty-four (24) times per year at the times designated by the City.

3. Sweeping will not be done after 6:00 p.m. or before 8:00 a.m. in residential areas. Any request for change in these hours shall be submitted in writing for written approval by the City Public Works Director prior to change. Contractor may be called in and must be available at unscheduled times for street clean-up.

4. The Contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping will be supplied by the City at a designated location.

5. The Contractor will dump at a certified landfill site approved by the City; however the City shall not provide or maintain such sites. All materials collected and dumped need to be reported to the City in cubic yards quarterly, with the year end report due June 30.

6. The City shall pay Contractor $34.97 per swept mile including disposal and $115.00 per hour including the cost of disposal for special sweepings, payable on a monthly basis. The Contractor may request an increase in the per swept mile charge and special sweeping charge at the time of renewal. Granting of such request is voluntary and solely within City's discretion.

7. The Contractor may be required to sweep additional areas other than as set forth on the attached map. Such additional areas shall be charged at $34.97 per curb mile for one curb mile or greater, or at an hourly rate of $115.00 for additional street cleaning of less than curb mile.

8. All streets shall be swept with the normal flow of traffic.

C. EQUIPMENT SPECIFICATIONS

1. The Contractor must have proof of ownership, or a signed lease for at least the duration of the Contract, of a regenerative air sweeper suitable for meeting the requirements of this Contract. The Contractor should include evidence of available equipment to handle leaf pick up.

2. Machines must be equipped with an effective water spray system for dust control, and this spray system must be maintained in good operating condition.

3. Machines must be properly registered and insured in accordance with motor vehicle laws of Oregon.

4. Machines must be in good working condition and kept that way throughout the life of the Contract.

5. Equipment must be capable of removing litter, leaves, and debris sufficiently to meet City cleanliness standards.

6. Equipment must conform to all federal, state, and local safety regulations.

7. Vehicles must be equipped with dual gutter brooms capable of sweeping at minimum a nine foot path. Vehicles must be of the air regenerative sweeping type and have final emissions meeting all applicable state and federal environmental regulations.

D. ENVIRONMENTAL SPECIFICATIONS

1. The Contractor shall supply upon request to City regular maintenance records for all equipment.

2. Equipment must be operated in a manner that reduces discharge of water to the stormwater system by using minimal water, and for dust suppression only.

3. The Contractor must report equipment failure involving fluid leaks or other spills on public streets to the City within one hour of the identified incident.

4. All equipment must carry City approved spill abatement materials such as oil absorbent pads.

E. WORKMANSHIP

The Contractor shall, at all times, endeavor to use good sweeping practices and will be responsible to make adjustments to the equipment as directed by the inspector. Good sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter line and touching the curb.

2. Set main broom in level position to assure adequate debris pick up.

3. Replace gutter broom if excessively worn or if sections of the broom are gone.

4. Adjust spray nozzles to keep dust caused by sweeping to a minimum.

5. Center guides and main broom guides shall be properly maintained and adjusted.

6. Sweep entire radius on all designated routes, unless it is impossible or impractical to do so due to the size or configuration of the street.

7. No collected debris shall be left on the street right of way at any time, except during heavy leaf times, and this shall be limited to collection sites specified by the City.

8. Specified collection sites shall be cleaned thoroughly by the end of the sweeping day.

9. Operate sweeper as close to parked cars and other obstacles as safety allows.

10. Use common sense and good judgment at all times.

11. Operate sweeper at a minimum rate of speed to assure maximum debris pick up is attained on each street swept.

F. TECHNICAL REQUIREMENTS

1. The Contractor shall furnish to the City a written schedule for sweeping services on all streets within the City to be swept. Such schedule shall be approved by the Public Works Director or designee. Contractor shall substantially comply with the approved schedule.

2. The Contractor is reminded that he or she is an integral part of a continuing City service to which the citizens are accustomed. Therefore, the Contractors will be expected to cooperate with the City and its citizens in carrying out the basic task of removing debris from the City streets.

3. The Contractor shall exercise all reasonable care and diligence in street sweeping. The Contractor shall take all actions necessary to prevent any spilling, scattering, or dropping of refuse through the sweeping activities. If any debris or refuse is spilled, the Contractor shall immediately clean up such spills.

4. The City shall verbally contact the Contractor to forward any complaints which relate to the Contractor's operations. Upon the receipt of a complaint, the Contractor shall investigate and resolve the complaint with the complainant if possible. The Contractors will then notify the inspector of the action taken on the next scheduled work day.

Should the Contractor not render this service within forty-eight (48) hours, excluding weekends, after a complaint is reported to the Contractor or an authorized representative, the contract administrator may make whatever arrangements are necessary, in the contract administrator's opinion, to satisfy the valid complaint. For any costs incurred by the City for these arrangements, the Contractor shall be made liable and reimburse the City immediately upon demand. Contractor agrees that City may deduct any unpaid cost incurred by the City from future payments due to Contractor from City.

5. The Contractor may, during periods of heavy leaf fall, establish temporary disposal sites within the working area. The location(s) must be submitted in writing for approval of the contract administrator prior to any dumping at these temporary sites. As a prerequisite for use of these sites, the Contractor shall agree to clean and remove all debris from these sites before the end of each working day.

6. The Contractor shall notify the City twenty-four (24) hours prior to sweeping any area, of the streets to be swept and the approximate time of the sweeping in order to allow the City the opportunity to immediately inspect the suitability of the job. If the job is found to be not acceptable, the City, at its option, may require the Contractor to reclean the job area at the Contractor's expense.

G. CITY'S OBLIGATIONS

1. The City will designate a location within the City for filling water spray systems.

2. The City will not provide or maintain disposal sites for dumping debris picked up by the Contractor.

3. The City may provide safety efficiency checks.

H. CONTRACTOR'S OBLIGATIONS

1. The Contractor must be able to meet all requirements of this project.

2. The Contractor must comply with the provisions of state and federal requirements, including but not limited to ADA, Civil Rights Act, OSHA, and EEO requirements.

3. The Contractor will provide fuel and maintenance for all vehicles and for equipment. The Contractor may request annually fuel cost surcharges which may be granted by the City in its sole discretion.

4. The Contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the City or its designee any problems that occur.

5. The Contractor shall meet the agreed upon dates for sweeping as closely as possible.

6. The Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of the City.

7. The Contractor is responsible for disposing of debris. The Contractor must obtain the City's approval of the Contractor's plan for disposal of debris prior to beginning work under this Contract. The Contractor may request annually dumping fee cost charges which may be granted by the City in its sole discretion.

I. BREACH OF CONTRACT

If the Contractor cancels this Contract or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that the Contractor shall pay to Keizer as damages for its cancellation or breach of this Contract the sum of $5,000.00 which the parties have negotiated recognizing the difficulty of accurately estimating the harm to Keizer caused by the Contractor’s prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to the City for that harm.

J. ENFORCEMENT PROVISIONS

In the event that the City is required to employ an attorney to enforce the provisions of this Contract, the Contractor agrees to pay the City's reasonable costs of enforcement, including attorney fees, and if the City is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding or appeal plus the costs and disbursement awarded therein.

K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to the City indicating miles swept, time spent on special sweeping and the charges for that service and the special disposal cost, if any. The City shall pay the Contractor within thirty (30) days of accepting the work and receipt of invoice.

L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

   All such insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than $1,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than $1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than $1,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Wheat, LLC
1141 Chemawa Road N
Keizer, OR 97303

O. WAIVER

It is expressly understood and agreed that any waiver granted by City of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by City nor the payment of all or any part of the sum due Contractor hereunder shall constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

P. INDEMNITY

Contractor shall defend and indemnify City, City's agents and employees from and against all losses and all claims, demands, payments, suit actions,

recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work.

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

S. CONTRACT TERMINATION

1. City may terminate this agreement with thirty (30) days prior written notice. In such case, the City shall be liable only for the services rendered through date of termination at the contract rate.

2. The City reserves the right to rebid or obtain competitive proposals or quotes on any renewal or extension of this Contract or any additional sweeping requested under this Contract.

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IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

CITY OF KEIZER:

Dated: _____

By:_____
Christopher C. Eppley,
City Manager

WHEAT, LLC:

Dated:_____

By:_____
Wayne Thackery,
Member/Manager

Address: 1141 Chemawa Road N
Keizer, OR 97303

Approved As To Form:

Dated:_____

_____
City Attorney

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS**

The City has had an Intergovernmental Agreement with the Salem-Keizer School District 24J for the purpose of providing police services to the schools. The goal of the services is to establish a positive working relationship in an effort to prevent juvenile delinquency and assist in student development, and to promote positive attitudes regarding law enforcement's role in society.

The School District presented us with a new agreement for the 2018-19 school year and it is before the Council for review and approval. The payment from the School District to the City in the amount of $180,154.00 roughly covers one-half the salary, benefits and a portion of the overhead for the school resource officers for the school year, and one-quarter the cost of the supervisory sergeant. This is in line with the long-standing arrangement with the District.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the Intergovernmental Agreement for the purpose of providing police services to the schools.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING CITY MANAGER TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH SALEM-KEIZER SCHOOL DISTRICT 24J (SCHOOL RESOURCE OFFICERS)

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City of Keizer and the Salem-Keizer School District 24J wish to establish a positive working relationship in an effort to prevent juvenile delinquency and assist in student development;

WHEREAS, the City and the School District wish to promote positive attitudes regarding law enforcement's role in society and to inform students of their rights and responsibilities as lawful citizens;

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

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the Intergovernmental Agreement attached and by this reference incorporated herein.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

INTERGOVERNMENTAL AGREEMENT
A2012-100-7

This Agreement is made between

THE CITY OF KEIZER,
an Oregon municipal corporation
("Agency"),

and

SALEM-KEIZER SCHOOL DISTRICT 24J,
an Oregon school district
("District"),

for the purpose of providing police services for the Salem-Keizer public schools during the 2018-2019 school year

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RECITALS

A. The District is a public body engaged in providing educational services; and

B. The Agency is a public body engaged in providing municipal services, including law enforcement, to its citizens; and

C. The parties wish to establish a positive working relationship between themselves in a cooperative effort to prevent juvenile delinquency and assist in student development; and

D. The parties have a public interest in maintaining a safe and secure environment on school campuses which is conducive to teaching and learning; and

E. The parties wish to promote positive attitudes regarding law enforcement's role in society and to inform students of their rights and responsibilities as lawful citizens; and

F. The parties find that the performance of this Agreement will benefit the public; and

G. This Agreement is entered into pursuant to ORS 190.010, *et seq*.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereby agree as follows:

1. AGENCY OBLIGATIONS:

1.1 Provide law enforcement services of the Agency's School Resource Officer Unit, as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in District schools, including

School Resource Officers officed at schools as agreed upon in writing between the Agency and District.

2. DISTRICT OBLIGATIONS:

2.1 The District shall compensate the Agency for all services provided under this Agreement by payment of the total sum of $180,154.00 Payment will be divided into three installments of $60,051.33 each. The first payment is due the first day of September 2018. The second installment shall be due and payable on the first day of December 2018, and the third and final installment shall be due and payable on the first day of June 2019. Payments will be adjusted to cover absences of SROs, pursuant to Exhibit A and B (Section A.4. and B.2.).

2.2 Compensation shall be for all personnel and services as described in Exhibit "B" which is attached hereto and incorporated herein by this reference. Compensation for coverage of extracurricular events or activities sponsored by the District or any specific school within the District is **not** a part of this Agreement. (See Exhibit A, Section B.3.)

2.3 The City shall bill the District for the equivalent of fifty percent (50%) of all overtime incurred by the City's School Resource Officers for overtime that is a direct result of the School Resource Officers' assignments to the District's schools. This billing will only apply to overtime that is not covered by other means such as special events and sporting events and will not exceed $1,000 (one thousand dollars) during the term of this Agreement, without the mutual written agreement of the City and the District.

3. TERM AND TERMINATION:

3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective on July 1, 2018, and shall remain in effect up to and including June 30, 2019.

3.2 The Agency and District may terminate this Agreement by mutual agreement at any time.

3.3 This Agreement may be terminated for any or no cause by either party upon not less than thirty (30) days prior written notice to the other party.

4. GENERAL PROVISIONS:

4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors and/or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement.

4.2 To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the same loss or injury were made directly against

the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. “Indemnify” as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at least $2,000,000.00 (two million dollars), which names the other party, its employees, officers, and agents as additional insureds. The Agency and/or the District, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.

4.4 Each party working under this Agreement is either an employer 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.

4.5 This Agreement, including any attachments incorporated herein, 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.

4.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.

4.9 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 a reputable commercial overnight courier, by mailing using 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 Agency: John Teague, Chief of Police
930 Chemawa Rd NE
Keizer, OR 97303
Fax: 503-390-8295

If to the District: Michael D. Wolfe
Chief Operations Officer
PO Box 12024
Salem, OR 97309-0024
Fax # (503) 399-5579

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States 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.

4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the District and Agency as set forth in this Agreement.

4.11 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent

breach, violation, or default of that or of any other provision, term, condition or covenant.

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.

CITY OF KEIZER:	SALEM-KEIZER SCHOOL DISTRICT 24J:
By: _____ Christopher C. Eppley	By: _____ Michael D. Wolfe
Title: City Manager	Title: Chief Operations Officer
Date: _____	Date: _____

Exhibit "A"
Memorandum of Understanding
Between
THE CITY OF KEIZER POLICE DEPARTMENT (AGENCY)
and
SALEM-KEIZER SCHOOL DISTRICT 24J

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICERS (hereinafter "SRO")

1. Before September of each year, the Agency's SRO supervisor and the District's Director of Safety and Risk Management Services (SRMS) will develop a prioritization of the District's middle and high schools for SRO assignment.

2. In the event the SRO is absent from work, the SRO or SRO's supervisor will notify the school principal or designee of his / her assigned secondary schools (primary campus administrators), as well as SMRS. The Agency will identify an alternate contact when an SRO is not available.

3. In the event of any SRO absence, the District and the Agency will collaboratively determine if the temporary placement of another officer assigned as an SRO to a school is warranted.

4. In the event an SRO is physically absent from his/her school duties for five (5) or more consecutive days, the Agency will work with the District to, as soon as practical, but no more than ten (10) days after the first day of absence, provide a replacement officer to fill the role of the absent SRO until such time as the SRO returns to his/her assignment or is replaced by another SRO. If Agency is unable to provide a replacement SRO in this timeframe, District will deduct the prorated cost based on the number of days over ten (10) the SRO is absent.

5. SROs will remain employees of the Agency and will not be employees of the District. However, for purposes of information sharing, the SRO will be considered part of the school district administration team. The SRO shall agree to sign a confidentiality agreement in compliance with FERPA in a form reasonably acceptable to Agency. The District and the Agency acknowledge that the SROs remain responsive to the command of the Agency.

6. SROs report to the chain of command in their agency, but also must coordinate with campus administrators for mutually approved routine schedules to include campus presence during student peak times (i.e., arrival/departure times, peak activity times, and other student contact times). SROs shall communicate with their administrators, SRMS, and their back up SROs regarding planned training, time off, and other off campus non SRO duties to ensure coverage is maintained as much as practicable.

7. SROs will meet at least monthly with campus administrators to discuss any changes to schedules or other SRO related duties, including school operations, teaming and ongoing collaboration.

B. SCHEDULE AND SPECIAL EVENTS

1. Each SRO shall be assigned to one or more schools as needed. A mutually agreed upon operational plan outlining SRO assignments will be established between the Agency and the District. The SROs shall report in by phone or other means to their assigned school principal or designee. During regular school hours, SROs may be off campus performing such tasks as may be required by their assignment (e.g., court, truancy, arrest, traffic enforcement, threat assessment meetings).

2. SROs shall not pursue non SRO related or non-mandatory trainings, or non SRO related operational specialties (i.e., assignments as an instruction in specialties such as SWAT, hostage negotiation, emergency vehicle driving, defensive tactics, range instruction), during student contact times unless approved by their command supervisor collaboratively with the SRMS Director. Should an SRO be accepted into one of these specialties or other non SRO related trainings and require training during student contact time, the agency will work with SRMS to provide a substitute officer or the District may adjust payments to compensate for additional costs incurred as a result of the absence (See Intergovernmental Agreement 2.1)

3. The requesting school shall pay for SRO overtime for special school district events (e.g., dances and sporting events) as agreed upon in advance with the Agency.

4. All SROs shall wear their duty uniform and carry their duty weapon while working at their school pursuant to this Agreement, unless the District and the Agency agree upon another uniform.

C. DUTIES OF THE SRO ARE AS FOLLOWS:

1. Assist the school principal or the principal's designee as well as the District security manager in developing plans and strategies to prevent and / or minimize dangerous situations that may occur on campus.

2. Interact with students on an individual basis and in small groups.

3. Make himself / herself available for conferences involving teachers, parents, and faculty.

4. Become familiar with agencies and resources that offer assistance to youth and their families and make referrals as necessary.

5. Contact the school principal or the principal's designee about the SRO's actions to make them aware when a student is taken into custody or arrested.

6. Notify the school principal or principal's designee before removing a student from school or as soon as practical thereafter.

7. Take law enforcement action against intruders and trespassers who appear on school property as needed.

8. Conduct investigations of crimes that occur at his / her assigned school and using other resources if needed for follow up investigations.

9. Serve as the liaison officer for the Youth Services Team in his / her assigned school.

10. Be present at the request of the school principal, the principal's designee or the District security manager when a school principal, the principal's designee or the District security manager conducts a search.

11. Report any violation of school rules or policies to school administration, but the SRO shall not be the individual responsible for the disciplinary consequences of school rules and policies.

12. Make home visits to investigate students with truancy problems or to check the welfare of a student and his / her family as operational conditions permit.

13. Present programs on various topics to students. Subjects may include, but are not limited to, a basic understanding of law, the role of law enforcement in the school or community, drug awareness, and other law enforcement topics.

14. Attend certain school meetings, such as IEP meetings or expulsions, for security purposes only, if requested by the District.

D. SEARCH, ARREST and INVESTIGATION PROCEDURES

1. Search Procedures

a. When conducting searches on school property, all SRO's shall follow procedures in accordance with the United States Constitution, the Oregon Constitution, statutes of the State of Oregon, and Agency policy.

2. Arrest Procedures For Crimes Committed Off Campus In Transit To And From School.

a. School officials generally have the legal authority or jurisdiction to discipline students for criminal misconduct or juvenile offenses that occur at school bus stops, on school buses, or on public streets as students commute to and from school.

b. Law enforcement officials are responsible for enforcing the laws on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigations of crimes that occur at bus stops, on school buses, and while students are walking to and from school.

3. Investigations Procedures

a. SROs and other law enforcement officials may interview students at school during school hours in the course of official duty.

b. The SRO or investigating officer should contact the school principal or the principal's designee to inform him/her of the reason(s) to conduct an investigation within the school, *unless* such information would jeopardize the investigation.

c. The SRO or investigating officer may, at his / her discretion, attempt to notify the student's parents or guardians regarding the on-going investigation.

d. Parental consent is not required for the SRO or investigating officer to interview a student regarding a criminal matter.

e. With the consent of the SRO or investigating officer, a school official may be present during the questioning of a student.

f. When a school staff or faculty member is a suspect in an investigation, the SRO may call in a SRO from another school or an outside investigator from the local law enforcement agency to conduct the investigation interview.

E. COMMUNICATION:

1. Any District staff or personnel, who become aware of any criminal incident involving students, shall be responsible for sharing that information with their school's SRO and any appropriate law enforcement agency having jurisdiction in accordance with District policies and state law.

2. The Agency shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the SROs and to the District that could have a significant impact on the schools.

3. The District is to communicate with all SROs and/or the Agency when there is a school lock down or critical incident occurring.

F. SRO PERFORMANCE

1. In the event the District determines that a particular SRO is not effectively performing his or her duties and responsibilities and / or has conducted himself / herself in a manner that is inconsistent with continued work in the school environment, the District, through its Security Manager, reserves the right to request that the Agency remove that particular SRO from all school assignments. Any subsequent discipline shall be at the Agency's discretion.

G. EVALUATION

1. It is mutually agreed that the Salem-Keizer School District shall evaluate the SRO Program annually using a process agreed upon in writing by the both the District and the Agency. It is further agreed the Agency retains final evaluation authority.

2. As needed, the SRMS management and law enforcement management will address campus administrators' concerns and questions and provide clear and complete information about SRO roles, availability and duties.

EXHIBIT "B"

PERSONNEL AND SERVICES

In consideration of the annual amount of $180,154.00, the Agency agrees to provide SRO's at the following Salem-Keizer School District 24J schools:

High Schools: McNary High School

Middle Schools: Claggett Creek Middle School, Whiteaker Middle School

The School Resource Officers shall provide services to the District as outlined in the Agreement. The District shall pay fifty percent (50%) of the direct costs of each assigned School Resource Officer and associated expenses and 25% of the direct costs of a School Resource Officer supervisor and associated expenses for the school year (9.5 months.) Cost includes the officer's salary and benefits, supplies, training, vehicle and other incidental expenses.

The names of School Resource Officers assigned to individual schools will be provided to the District in September of each year and will be updated as needed.

The District will provide the SRO an assigned parking space and private office at each assigned school.

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **2018-2019 ANNUAL ACTION PLAN**

This matter was before the City Council for public hearing at its April 16, 2018 meeting and scheduled tonight for adoption. You may recall that the City of Keizer and the City of Salem participate in a joint program that provides funds to low-to-moderate income home owners for the rehabilitation of existing housing stock that is in poor condition. The funding for the program comes from the Federal Housing and Urban Development (HUD) and is associated with the Home Investment Partnership Program (HOME). The City of Salem is in a consortium with the City of Keizer for this program through the Consortium Cooperation Agreement entered into between the cities in 2002.

The City Council reviewed the draft annual action plan at its public hearing April 16, 2018. The City of Salem has now adopted the final 2018-2019 Annual Action Plan and the 2014, 2015, 2016, and 2017 CDBG and HOME Program Amendment #1. It is now time for final adoption by the City Council.

RECOMMENDATION:

Adopt the Resolution approving the 2018-2019 Annual Action Plan and Amendment #1 to the 2014, 2015, 2016, and 2017 CDBG and HOME Program.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

ADOPTING THE HOUSING AND COMMUNITY DEVELOPMENT ACTION PLAN - ONE YEAR USE OF FUNDS – SALEM AND KEIZER 2018/2019 AND 2014, 2015, 2016, AND 2017 CDBG AND HOME PROGRAM AMENDMENT #1

WHEREAS, the City of Keizer has joined with the City of Salem in forming a housing consortium for the purposes of providing housing opportunities and preserving existing housing stock;

WHEREAS, the consortium must adopt a Housing and Community Development Action Plan to apply for federal funds;

WHEREAS, the Comprehensive Housing Affordability Strategy, which was Keizer's first housing plan, was adopted in December of 1993;

WHEREAS, an annual Action Plan for 2018-2019 to implement the Strategic Plan has been prepared;

WHEREAS, Amendment #1 to the 2014, 2015, 2016, and 2017 CDBG and HOME Program has been prepared;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the 2018-2019 Annual Action Plan is hereby adopted.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the 2014, 2015, 2016, and 2017 CDBG and HOME Program Amendment #1 is hereby adopted.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan is submitted to the U.S. Department of Housing and Urban Development as the application for program year 2018 funds from the Community Development Block Grant, and HOME Investment Partnership programs. This is submitted in compliance with regulations found at 24 CFR 91. The Annual Action Plan continues the funding priorities of the 2015 – 2019 Consolidated Plan for Housing and Community Development. Funding will be used to support services for homeless persons, to provide for construction / rehabilitation of affordable housing, small business and microenterprise financial assistance, employment training and readiness services. For program year 2018, a total of **$2,037,087** in CDBG and **$1,580,307,107** in HOME is available to address community development, economic and housing conditions in Oregon's capital city.

Disclaimer

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2015-2019 Consolidated Plan addresses three objectives and three outcomes defined by HUD, through the Community Planning and Development performance measurement framework, to address the needs of the community. The following are the three performance objectives and three outcomes:

Objectives

- Decent Housing
- Suitable Living Environment
- Economic Opportunities

Outcomes

- Availability/Accessibility

- Affordability
- Sustainability

The City's Federal Programs staff utilizes the above objectives and outcomes to determine the eligibility of programs and projects submitted during the application process.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In the 2015-2019 Consolidated Plan, the following priorities were identified and the funded activities have resulted in the following:

PRIORITY # 1: PROMOTE ECONOMIC DEVELOPMENT

The City of Salem (COS) provided funding for the following types of economic development activities that expanded the opportunity for low to moderate-income families to gain capital and increase their socioeconomic status: microenterprise training and technical assistance, micro loans to small businesses, and projects generating jobs for those with disabilities.

PRIORITY # 2: END HOMELESSNESS

The City provided public service funding for programs such as homeless case management to assist social service agencies in capacity building to identify persons at risk of homelessness, their client needs, and client support systems. Direct housing assistance was provided in the forms of security deposits, tenant based rental assistance, and subsistence payments (one-time rent/utility crisis payments) for those at-risk of homelessness. Programs such as self-sufficiency case management, in conjunction with transitional housing, were funded including the major rehabilitation of an existing transitional housing facility.

PRIORITY # 3: EXPAND AND SUSTAIN OWNER AND RENTER AFFORDABLE HOUSING STOCK

Financial support was provided to various multifamily housing projects including the following: rental rehabilitation, rental new construction, tenant- based rental assistance programs, and Community Housing Development Organization (CHDO) operating costs. Funding was provided to the Fair Housing Council of Oregon in an effort to provide awareness and education around fair housing.

PRIORITY # 4: REVITALIZE LOW-INCOME NEIGHBORHOODS

Public facility improvements, funded with CDBG, benefited low and moderate-income residents and included the following: acquisition and rehabilitation of a domestic violence facility, rehabilitation of a

community pool, installation of a community kitchen and repacking equipment at the local food bank, and construction of a clinic. Funding was provided to carry out case management activities for persons fleeing domestic violence, human trafficking, and stalking.

Utilizing qualitative and quantitative information from providers, we assess that our progress in meeting our Consolidated Plan priorities 1, 2, & 3 are on track and that our funds are being used for the correct purposes. This assessment is made within the context of the City's overall budget and other resources available to assist low- and moderate-income persons.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Plan provides for, and encourages, citizens to participate in the planning, development, implementation, and evaluation of the City Housing and Community Development plans and programs. The Citizen Participation Plan focuses on public involvement in the process of developing the City's Housing and Community Development Consolidated Plan (Consolidated Plan), Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). Substantial amendments to the Consolidated Plan and the Annual Action Plan go before citizens for evaluation and comments prior to City Council approval.

The Consolidated Plan relies on multiple planning efforts from a variety of sources to inform the allocations of the Consolidated Plan funds. Most important to this effort is the awareness that the HUD funds are part of a much larger funding picture for housing, human services, and community development in the City of Salem.

<u>Annual Plan Consultation Process</u>

- Public Meetings with Salem Urban Development, Community Services and Housing Commission (CSHC) – March 7 & April 11, 2018
- Public Comment Period – March 21 – April 20, 2018
- Public Comment with Federal Programs Staff – April 2, 2018
- Keizer City Council Public Hearing – April 16, 2018
- Salem City Council Public Hearing – May 14, 2018

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City received two documented comments and several verbal comments at the Keizer Public Hearing. The comments and the responses are included as attachments to the Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were rejected. All public comments received were reviewed and considered. Please see public comments in Attachment A of the AAP.

7. Summary

The Consolidated Plan and subsequent Annual Action Plan take into consideration current planning efforts across the City of Salem including, but not limited to, the Housing Needs Assessment, Economic Opportunity Analysis, and the Community Economic Development Strategy. The Consolidated Plan utilizes coordinated planning, analysis of local, regional, and national data, and citizen input to identify projects of the highest priority over the next five years.

The goals identified for the 2015-2019 Consolidated Plan cycle include:

- Goal #1 - Promote Economic Development;
- Goal #2 - End Homelessness;
- Goal #3 - Expand Affordable Housing; and
- Goal #4 - Neighborhood Revitalization.

This prioritization identifies a shift in the first two goals from the previous Consolidated Plan. This is due, in part, to a national shift to provide an avenue to self-sufficiency beyond meeting an emergency need. A more detailed account of the goals and the subset goals are identified in section SP-45 of the 2015-2019 Consolidated Plan. The goals are set based on eligible activities under the HOME and CDBG entitlement funds received by the City.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SALEM	
CDBG Administrator		City of Salem
HOPWA Administrator		
HOME Administrator		City of Salem
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Managing the Process (Federal Programs)

City of Salem Urban Development Department's Federal Programs Division manages housing and community development activities with CDBG and HOME funds. HOME funds are received through the Salem/Keizer HOME Consortium - an intergovernmental partnership between the cities of Salem and Keizer. The City of Salem receives both CDBG and HOME funds annually and awards funding through an annual competitive application process. These funds provide financing for housing activities, economic development, community development, social services (public services), and public improvements for the benefit of low and moderate income individuals, families, and neighborhoods across the area.

Activities and programs funded by both CDBG and HOME are carried out in cooperation with several partners: community based non-profit organizations, for-profit organizations, faith-based groups, private developers, and other City and State agencies and departments.

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The citizen participation process implemented by the City is developed to encourage input from community stakeholders and citizens of Salem and Keizer. These entities, along with community members are given an opportunity to review and comment on the information contained in this Annual Action Plan and other plans and reports developed by the City.

This APP relies on planning efforts conducted by the Mayor and Council, Oregon Housing and Community Services (OHCS), Salem Housing Authority, and service providers. Staff also participated in national conferences, seminars and policy/strategy sessions to learn about best and promising practices in housing, community sustainability, equity issues and homelessness intervention and prevention.

In October 2017, the City adopted Salem's Strategic Plan. This yearlong planning process included an assessment of current conditions in our community, impacts of anticipated change in the region, and perspectives of residents, community leaders, and Council. More than 600 people shared their views in a survey on priorities for the City - in person at a September 19, 2017 Open House and online. About 300 participated in a June 1 Community Open House, in which more than 750 ideas and suggestions for how the City could address big issues for the community.

Based on input from public outreach efforts, the City Council identified seven priority topics. Work Groups were formed and each held public meetings to define the scope of the issue, desired outcome, and ideas for actions the City may take to address challenges and opportunities. The strategic plan includes:

Goals:

- Implementing a Housing First strategy to provide housing security for Salem residents.
- Accessible health and social services for Salem residents.

Actions:

- Create a sustainable, substantive funding stream for development of affordable housing.
- Enhance neighborhood livability and resident engagement through thoughtful site selection and design for new affordable housing: prioritize access to transit, prox-imity to services, and the creation of a sense of community.
- Maximize resources for and coordination of local social services, and align Salem's existing social service funding with strategic initiatives.
- Continue funding a program for rental assistance for homeless people.
- Partner to establish a sobering and recovery center.

Implementation of the recommendations will begin in 2018 and are expected to drive homelessness and prevention allocations into the next 3 to 5 years.

Council also formed the Downtown Homeless Solutions Task Force. The task force will address specific impacts of homelessness in downtown.

The City of Salem is committed to work alongside the businesses, property owners, private non-profit organizations, and communities of faith, to reduce homelessness and serve the needs of homeless families and individuals.

The framework set by these initiatives will serve as guides for the allocation of federal and local funds via the next Consolidated Plan.

The funding recommendations for the 2018 Action Plan were discussed in a public meeting on March 7, 2018. Members of the Community Services and Housing Commission (CSHC) reviewed and scored the applications. Funding of applications was discussed and actions were taken in the form of a vote.

Staff is working with a number of community-driven efforts to enhance coordination between housing, health (mental and physical), and social services in the City of Salem.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Activities to enhance coordination between social service providers include participation in the Emergency Housing Network (EHN), Mid-Willamette Valley Health and Housing Collaboration, and the North Salem Service Integration Team (NSSIT). Additionally, the City of Salem has strengthen coordination between CDBG / HOME funding and the Salem Keizer School District Federal Programs.

A series of agency meetings were held to encourage private and non-profit developers to apply for resources (Federal, State, and Local) to meet the regions current housing production needs.

The City entered into an Intergovernmental Agreement with the Council of Governments (COG) to hire a regional Homeless Program Coordinator. Other partners include Marion County, the cities of Keizer, Monmouth and Independence. The duties of the position include, but not limited to: convening identified stakeholders on a regular basis, creating specialty subgroups as needed, to facilitate implementation of Mid-Willamette Valley Homeless Initiative (MWHI) plan objectives and tasks including: coordinating an effective supportive service continuum among nonprofit providers, bolstering

data collection and reporting, and increasing use of evidence-based practices. Lead stakeholder meetings using effective agenda planning, issue exploration, policy Discussion (optional), analysis of potential barriers, prioritization of initiatives, conflict resolution, role delegation, and follow-up on designated tasks and projects. Facilitating collaborative decision-making processes by evaluating possible interventions, exploring disagreement, generating consensus, and forecasting potential community impact. Engaging with existing stakeholder efforts to advance homeless services in the Mid-Willamette Valley,

The City of Salem continues to monitor projects that received both City of Salem federal funds and State of Oregon funding (LIFT, LIHTC, Section 8 HAP). This coordination is a streamlining effort to reduce the burden of entry for tenants occupying funded units, and to reduce the administrative burden of monitoring on the City of Salem and the State of Oregon.

The City provided input in the OHCS Statewide Housing Plan. It also is participating on the Multi-family Housing Preservation Rules Advisory Committee (HB 2002) developing the program framework and Oregon Administrative Rules (OAR) for consideration.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care is a community based long-range planning organization that addresses the needs of homeless persons in order to help reach maximum self-sufficiency. The Continuum of Care is comprised of community stakeholders and is based on an assessment of homeless needs and resources. The Mid-Willamette Valley Community Action Agency (MWVCAA) coordinates the local Continuum of Care efforts as a part of the Rural Oregon Continuum of Care (ROCC). The Continuum of Care serves Marion and Polk counties, particularly the cities of Salem and Keizer.

Over the next year, the City's strategy of reducing, preventing, and supporting the elimination of homelessness is to support community agencies providing services needed to help move people from homelessness into permanent housing. This strategy is aligned with HUD's goal of eliminating homelessness. Additionally, the formation of the Mid-Willamette Homeless Initiative is providing an opportunity for the City of Salem to coordinate efforts with Marion County, Polk County, and the City of Keizer.

A variety of homeless programs and services exist in the City and its surrounding area. Many community development agencies, non-profit organizations, and faith based groups have contributed in various capacities to assist the homeless population in the area. The City of Salem will continue to advance the

efforts of the Marion and Polk Counties Plan to End Homelessness through partnerships with members of the Continuum of Care. The City support's the rehabilitation of existing homeless shelters and facilities, and projects and programs that expand both transitional and permanent affordable housing for low and moderate-income residents.

Gap analysis allows the City of Salem to leverage other viable and necessary resources for programs and projects. The City completed a *Housing and Community Needs Survey*, that formulated strategies to provide sustainable housing and supportive services in the 2015-2019 Consolidated Plan. In January 2014, a homeless point in time count was conducted and the results showed there were 566 homeless children in Salem-Keizer School District. The majority of homeless individuals counted were single adults in their 40s and 50s. Across all surveyed, a significant barrier reported is job training and education.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Mid-Willamette Valley Community Action Agency (MWVCAA) administers the McKinney-Vento resources for the City. The MWVCAA, as a member of the Rural Oregon Continuum of Care (CoC), also coordinates the local CoC effort for Marion and Polk counties through the Marion and Polk Counties Plan to End Homelessness. The Marion and Polk Counties Plan to End Homelessness is a community based long-range plan addressing the needs of homeless persons in order to help them reach maximum self-sufficiency.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Salem Interfaith Hospitality Network
	Agency/Group/Organization Type	Services-homeless Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Salem Interfaith submitted applications for a tenant based rental assistance program, Fresh Start, and for homeless case management. The two programs have been awarded funding and will work together to provide coordinated access to housing and self-sufficiency.
2	**Agency/Group/Organization**	NORTHWEST HUMAN SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Education Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Human Services submitted two applications for General Funds dedicated to public services. They have been awarded funding for both programs. One is the Crisis Hotline and the other is the HOST program. Crisis Hotline provides case management and emergency direct assistance to those in crisis. The HOST program provides homeless case management services to youth.
3	**Agency/Group/Organization**	Congregations Helping People
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Congregations Helping People submitted two applications for funding. Both programs were provided funding (one through CDBG and the other through General funds dedicated to public services). The Housing Assistance Program provides one-time subsistence payments to families in crisis for rent. The other program provides one-time utility assistance to households in crisis.
4	**Agency/Group/Organization**	INTERFACE NETWORK, INC.
	Agency/Group/Organization Type	Services-Education Services-Employment Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Interface submitted an application for a microenterprise training program. They have been awarded funding for this program that will assist small business owned by low and moderate income persons.

5	**Agency/Group/Organization**	SALEM HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	SHA submitted both HOME and CDBG applications for Yaquina Hall rehabilitation of affordable rental housing. This project was awarded additional funding. SHA works with Federal Programs staff in review of plans, updates regarding the Housing Authority properties and programs, and in consultation with Federal Programs as needed about overlaying of funding sources and the outcome in regards to income restrictions and rent restrictions. The City reviewed the SHAs Annual and Five year Plan to ensure consistency with the Consolidated
6	**Agency/Group/Organization**	Marion Polk Food Share
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Marion Polk Food Share has been awarded funding for the purchase of emergency food resources through General Fund dollars dedicated to public services. They also submitted an application for a workforce development initiative. Marion Polk Food Share attend the Community Services and Housing Commission regularly.
7	**Agency/Group/Organization**	MicroEnterprise Resources Initiatives and Training
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MERIT has been provided funding for a microenterprise program for low and moderate income business owners.
9	**Agency/Group/Organization**	St. Francis Shelter
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	St. Francis Shelter has been awarded General Funds dedicated to public services for homeless case management for families living in transitional housing.
10	**Agency/Group/Organization**	Center for Hope and Safety
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Center for Hope and Safety has been awarded funding for case management that will be provided to victims of domestic violence, human trafficking, and stalking. In addition CDBG funds to replace windows in the intake facility.
11	**Agency/Group/Organization**	Women at the Well
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Women at the Well Grace House submitted an application for federal funding for case management that would be provided to homeless women. They were funded.
13	**Agency/Group/Organization**	Emergency Housing Network
	Agency/Group/Organization Type	Inclusive Service Network
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Emergency Housing Network was consulted through notification and distributed information via email and at the April 5, 2018 meeting.Federal Programs staff regularly attends the Emergency Housing Network meetings, providing updates and information including opportunities for input and review.
14	**Agency/Group/Organization**	NEDCO
	Agency/Group/Organization Type	Housing Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
15	**Agency/Group/Organization**	Garten Services, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Garten provided tours of recycling facility and discussed need for economic opportunities for specialized populations. They submitted an application for equipment to increase production and add jobs.
16	**Agency/Group/Organization**	Rural Oregon Continuum of Care
	Agency/Group/Organization Type	Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The ROCC local provided updated information in the Annual Action Plan related to the leveraging of McKinney Vento funding within our community.
18	**Agency/Group/Organization**	Mid Willamette Community Action Agency
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Mid-Willamette Valley Community Action Agency, as the local arm of the Rural Oregon Continuum of Care provided information from the Point in Time Count including numbers, updates to questions asked etc. The outcomes of consulting with MWVCAA include more up to date information and the ability for improved coordination in data collection and use.The City also provided 2,000 of General Fund Social Service funds for the Annual Community Connect event hosted by MWVCAA. This event brings service providers together annually in one location for persons experiencing homelessness.

Identify any Agency Types not consulted and provide rationale for not consulting

A wide range of affordable housing agencies, social service agencies, economic development partners, and others were consulted during this Consolidated Plan process and subsequently as listed above for the Annual Action Plan and public meetings.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Mid-Willamette Valley Community Action Agency	The 2015-2019 Con Plan will steer community housing, and economic development programs to ensure that homeless persons recover, and acquire necessary support services that ensure self-sufficiency. This will be achieved by implementing the CoC's 10- Year Plan to End Chronic Homelessness. The objectives of the CoC 10-Year Plan to End Chronic Homelessness include: Create new permanent housing beds for the chronically homeless (60 beds in 10 years); increase the percentage of homeless persons staying in permanent housing over six months to at least 71 percent (increase from 80 percent to 85 percent); increase the percentage of homeless persons moving from transitional housing to permanent housing; increase the percentage of homeless persons employed at completion of the self-sufficiency program (from 33 to 40 percent); decrease the number of homeless households with children (from 292 to at most 155).
Housing Needs Assessment	City of Salem	The HNA validates information collected during the Consolidated Plan process. The goal of more aging in place housing and the increase in job training and job creation programs and projects over the next five years is a shared goal. The HNA indicates the need for additional affordable housing.
Community Economic Development Strategy	Mid-Willamette Council of Governments	The CEDS report contains a shared vision for increased economic opportunities for low to moderate income families. Some of the shared goals include increasing capital for microenterprises, continued development of job creation activities, and increased financial capacity of existing companies to continue adding living wage jobs.
10-Year Plan for Oregon	State of Oregon	The 10-Year Plan for Oregon contains a shared vision for the increase of economic opportunities including job creation and training, better quality of life, and sustainable environmental management through fiscal responsibility.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Mid-Willamette Homeless Initiative	City of Salem, Marion County, City of Keizer, and Polk County	The Mid-Willamette Homeless Initiative Strategic Plan contains a shared vision with a regional approach. As the City of Salem was actively engaged in the Initiative, the City will work collaboratively with the other partners in the Initiative to move the goals in the strategic plan forward. The strategies address affordable housing, transportation, addictions and mental health, veterans, domestic violence, runaway and homeless youth, and seniors.
City of Salem Strategic Plan	City of Salem	Housing First strategy, development of new affordable housing, coordination of local social services, and funding a program for rental assistance for homeless people.
Statewide Housing Plan	Oregon Housing and Community Services	The draft plan includes reliable data that will allow decision makers to consider impacts and alternatives to funding affordable housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Federal regulations require recipients of CDBG and HOME funds follow an approved Citizen Participation Plan in order to receive continued funding. The City of Salem's Citizen Participation Plan sets forth policies and procedures for the City for citizen participation. The citizen participation process implemented by the City is developed to encourage input from community stakeholders and citizens of Salem and Keizer. Local private and public support organizations including social service agencies, state assistance programs, local housing authorities, and citizen boards and commissions, work to meet the needs of the homeless and low and moderate-income persons in Salem and Keizer. These households and individuals are given an opportunity to review and comment on the information contained in this Consolidated Plan, subsequent Annual Action Plan and other plans and reports developed by the City.

Key components of the citizen participation process for this Annual Action Plan include:

1. Notifications in media outlets including English and Spanish publications

1. Informational reports to the Emergency Housing Network and other community groups

1. Presentation of, review by, and recommendation of the plan funding allocation by CSHC

1. Final public comment period and a public hearing on the draft Annual Action Plan

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	The Annual Action Plan was presented at the CSHC public meeting on April 11, 2018 for review and recommendation.	None.	There were no comments not accepted.	
2	Newspaper Ad	Non-targeted/broad community	The Public Notice was posted in the March 11, 2018 Statesman Journal for the comment period of March 21, 2018 through April 20, 2018.	Written public comments were received from two citizens by the April 20, 2018 deadline. The responses are provided as an attachment to the AAP. The comments did not require a substantial deviation from the published draft document.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Social Service and Housing Agencies	Public Hearing on May 14, 2018.	Comments by a citizen was resubmitted to Council. Responses to the original comments are included in Attachment A.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Media Release	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A media release was issued to announce the comment period.Salem, Marion & Polk Media: KBZY, Keizertimes, KMUZ 88.5/KYAC, Salem; LPFM 94.9 Mill City, KSHO 920;KGAL 1580, Salem News, Polk County Itemizer Observer, Dallas, Statesman Journal, Stayton Mail, The Appeal Tribune, Silverton, Woodburn IndependentPortland Metro Multicultural Media:Asian Reporter Portland, El Hispanic News Portland, The Portland Observer, Yuuyake Shimbun PortlandAnd also sent via email to:'lvilla@kwip.com'; 'news@asianreporter.com'; 'noticias@kunptv.com'; 'carmenlu@latinmedianw.com'; 'nvtbnews@aol.com'; 'ktoon@orcities.org'; 'rrivero@bustosmedia.com'; 'alan@cctvsalem.org'; 'contact@ellatinodehoy.com'; 'ddc@lapantera940.com';	None Received	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Mailing to City of Salem Listserves	Non-targeted/broad community	A media release was issued to announce the comment period and public hearing information.	None Received	There were no comments not accepted.	
6	Meeting Attendance	Minorities	Attended monthly meeting. Announced the public comment period. NAACP April 2, 2018.	None Received	There were no comments not accepted.	
7	Public Hearing	Non-targeted/broad community	The Keizer City Council conducted a public hearing on April 16, 2018.	Several comments were expressed during the public hearing held at the Keizer City Council. The responses are provided as an attachment to the AAP. The comments did not require a substantial deviation from the published draft document.	There were no comments not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Community Development Block Grants (CDBG) entitlement program, established in 1974 and administered by HUD, provides metropolitan cities and urban counties with funds to assist in the efforts of providing economic development, assistance to low and moderate-income persons, decent housing, neighborhood revitalization, and the prevention and elimination of slums and blight. In conjunction with the entitlement allocations, the City contributes $400,000 of General Fund dollars for various social service programs and for the annual Salem-Keizer Community Connect. The General Funds will be allocated to support individuals and families in need of essential services such as food, shelter, health care, etc. The 15% CDBG social service allocation works in conjunction with the General Funds toward meeting the same goals.

Eligible CDBG activities include, but are not limited to:

- Economic Development-Microenterprise, special economic development, financial assistance
- Public Services-Job training and employment, health care, and substance abuse services
- Community Facilities-Rehabilitation, construction, or acquisition of neighborhood facilities
- Housing-Rehabilitation for residential purposes, acquisition, lead-based paint testing, and mitigation
- Community Revitalization-Urban renewal activities and the removal of slums and blight

The HOME program addresses a variety of activities such as acquisition, rehabilitation, new construction, tenant-based rental assistance, and homebuyer assistance; these activities are aimed at developing and providing affordable housing for low and moderate-income persons.

Eligible HOME activities include:

- Tenant-Based Rental Assistance- Rental assistance, and Security Deposit programs
- Rental Housing Activities- New construction, rehabilitation, site improvement
- Housing- Homebuyer activities and homeowner rehabilitation

Program Income (PI), reallocation of funds from canceled projects, and past project funding reduction will supplement the entitlement funds received by the City to complete projects. PI is an additional source of funds generated in whole, or in part by repayment of CDBG or HOME loan funds. The City does not participate in a Section 108 loan guarantee program therefore does not receive any loan proceeds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,343,707	175,000	518,380	2,037,087	1,515,707	The expected amount for the remainder includes annual allocation and PI staying the same each year.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	842,139	265,000	473,168	1,580,307	1,107,139	The expected amount for the remainder includes annual allocation and PI staying the same each year.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leveraged Funds

As a result of both federal mandate and local policy, each of the City's entitlement programs requires or encourages some level of "match" or "leveraging" - financing from other sources in addition to the requested entitlement funds. For instance, locally adopted policies for the HOME program require that 25% of the project cost be accounted for by matching funds.

HOME Match

The City will ensure matching contributions from non-federal sources are made to housing that qualifies under the HOME program (other than Tenant Based Rental Assistance).

Possible sources of match may include, but are not limited to private grants, donated real property, value of donated or voluntary labor of professional services, sweat equity, cash contribution by non-federal sources, proceeds from bonds not repaid with revenue from an affordable housing project and/or state and local taxes, charges or fees.

It should be noted that some HOME projects may not yet meet the 25% match requirement at the time of application but future match may be obtained through things such as property tax exemption which is realized once the property is leased up and operating. Currently, Salem/Salem & Keizer Consortium has a surplus of match in its account. Federal funds from other agencies are not considered eligible match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

This is not applicable to the City of Salem. There is no publically owned land or property to use in addressing the needs identified in the Annual Plan.

Discussion

SHA administers nearly 3,000 Housing Choice Vouchers. SHA continues to administer 68 Department of Veteran Affairs Supportive Housing (VASH) vouchers, four of which are project based. They also administer 119 Family Unification Program vouchers through a combination of those from June 2011, 19 from an older program with the Department of Human Services (DHS). Additionally, SHA administers a lottery of five domestic violence vouchers per month. All funding allocations and amounts are based on estimates until final funding approval from HUD is received. Final amounts may differ based on the federal allocations made for the Plan Year.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Promote Economic Development	2015	2019	Non-Housing Community Development	Salem Citywide	Direct Assistance to Microenterprises Microenterprise Training and Technical Assistance	CDBG: $310,785 HOME: $0	Jobs created/retained: 10 Jobs Businesses assisted: 50 Businesses Assisted
2	End Homelessness-Public Service	2015	2019	Homeless	Salem Citywide	Job Training Programs Emergency Shelters: Case Management and Facility	CDBG: $243,070	Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 848 Households Assisted
3	End Homelessness-Subsistence Payments	2015	2019	Homeless	Salem Citywide	Homeless Prevention Subsidies/Subsistence Payments	CDBG: $55,000	Public service activities for Low/Moderate Income Housing Benefit: 84 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	End Homelessness-TBRA and Transistional Housing	2015	2019	Homeless	Salem Citywide	Cooridnated Access to Housing	HOME: $200,000	Tenant-based rental assistance / Rapid Rehousing: 30 Households Assisted
5	Expand Affordable Housing	2015	2019	Affordable Housing	Salem Citywide	Rehabilitation/Conversion Affordable Housing	CDBG: $575,000 HOME: $975,530	Rental units constructed: 42 Household Housing Unit Rental units rehabilitated: 51 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 118 Households Assisted
6	End Homelessness-Public Facility	2015	2019	Homeless	Salem Citywide	Emergency Shelters: Case Management and Facility	CDBG: $387,550	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2675 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Promote Economic Development
	Goal Description	The following programs have been awarded funding under the #1 goal of Promote Economic Development: • MERIT - Microenterprise training and technical assistance • Interface Network - Microenterprise training and technical assistance • Garten Services Inc. - Facility Modernization Project Phase III
2	**Goal Name**	End Homelessness-Public Service
	Goal Description	The following programs have been awarded under goal #2 End Homelessness- Public Service: Case management provided by the following: • Mid-Willamette Valley Family Promise (Salem Interfaith Hospitality Network) (Case Management) • Center for Hope and Safety (Case Management) • MPFS (Vocational Training) • Women at the Well (Case Management)
3	**Goal Name**	End Homelessness-Subsistence Payments
	Goal Description	The following program has been awarded funding under goal #2 End Homelessness-Subsistence Payments: • Congregations Helping People - Interim Housing (one-time rental assistance/Subsistence Payments)
4	**Goal Name**	End Homelessness-TBRA and Transistional Housing
	Goal Description	The following programs have been awarded funding under goal #2 End Homelessness-TBRA and Transitional Housing: • Salem Interfaith Hospitality Network - TBRA in conjunction with supportive services funded by CDBG

5	**Goal Name**	Expand Affordable Housing
	Goal Description	The following are programs and projects included in this Project that have been awarded funding for the 2018-2019 Plan Year: • Salem Housing Authority-Yaquina Hall (rehabilitation of 50 affordable housing units) CDBG & HOME allocation • Salem Housing Authority-Security Deposit Program (118 households served) • Willamette Neighborhood Housing Services - new construction housing (40 units) (CHDO)
6	**Goal Name**	End Homelessness-Public Facility
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The CDBG funding is restricted to use for residents of the City of Salem. The area is outlined by the city limits. This boundary has been applied to a Google Maps and Salem Maps application for a much easier determination of eligibility of projects and clients.

The HOME funding is restricted to use for residents of the cities of Salem and Keizer. This area is also determined by the city limits of the two cities. This boundary has been applied as an area to a Google Maps application for easier determination of eligibility.

The City has a HUD approved Neighborhood Revitalization Strategy Area (NRSA), an area of low-income and minority concentration. This area encompasses the central core of the City of Salem, stretching to the Northeast, to the Southeast, and to the east of downtown. There are many industrial, residential and commercial opportunities in this area. This area has been layered to the jurisdictional map the City created for project and/or client eligibility on the Salem Maps application.

Projects

#	Project Name
1	Promote Economic Development
2	End Homelessness
3	Expand Affordable Housing
4	Administrative Costs
5	108 Loan Payments

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Promote Economic Development
	Target Area	Salem Citywide
	Goals Supported	Promote Economic Development
	Needs Addressed	Microenterprise Training and Technical Assistance
	Funding	CDBG: $310,785
	Description	This project includes all projects/programs funded under Economic Development.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10 jobs will be created. In addition, 50 businesses will be assisted through these programs. All programs are targeted to persons and businesses under the 80% AMI threshold.
	Location Description	These programs will be provided to citizens and businesses within the city limits of Salem.
	Planned Activities	The following projects/programs have been awarded funding for the Plan Year: • MERIT-Microenterprise Training and Technical Assistance • Interface Network- Microenterprise Training and Technical Assistance • Garten Services Inc. (Facility Equipment Purchase)
2	**Project Name**	End Homelessness
	Target Area	Central Salem Salem Citywide
	Goals Supported	End Homelessness-Public Service End Homelessness-Subsistence Payments End Homelessness-Public Facility End Homelessness-TBRA and Transistional Housing
	Needs Addressed	Job Training Programs Cooridnated Access to Housing Emergency Shelters: Case Management and Facility Homeless Prevention Subsidies/Subsistence Payments
	Funding	CDBG: $403,796 HOME: $320,000

	Description	This project includes funding for subsistence payments, case management for TBRA recipients, Case Management for Domestic violence victims, case management for women's shelter, rehabilitation of a coordinated entry Day Resource Center for unsheltered persons, vocational training initiative and rehab of domestic violence support center. awarded funding.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit: 4,675 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 61 Households Assisted.
	Location Description	Funds will be used to provide at the following locations: ARCHES Project located on Commercial Street, Salem Center for Hope and Safety on Center Street, Salem (Facility Rehab and Case Mgmt.) Grace House, Salem Congregations Helping People, State Street, Salem MWV Family Promise (SIHN) Marion Polk Food Share
	Planned Activities	Subsistence payments, case management, and rehab of a homeless day resource center, rehab of a center for domestic violence and a vocational training job preparedness initiative provided by the following: Salem Interfaith Hospitality Network (Case Management) Congregations Helping People (Subsistence Payments) Women at the Well Transitional Housing Center for Hope and Safety (Case Management and Facility Rehab) ARCHES (Facility Rehab) Marion Polk Foodshare (Vocational Job Training)
3	**Project Name**	Expand Affordable Housing
	Target Area	Salem Citywide
	Goals Supported	End Homelessness-TBRA and Transistional Housing Expand Affordable Housing
	Needs Addressed	Homeless Prevention Subsidies/Subsistence Payments Rehabilitation/Conversion Affordable Housing

	Funding	CDBG: $575,000 HOME: $747,706
	Description	This project includes affordable housing projects, including CHDO set-aside, affordable housing. In addition TBRA voucher assistance will be provided.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Rental units rehabilitated: 51 Household Housing Unit Rental Units Constructed: 42 Household Housing Unit Security Deposits Tenant-based rental assistance/Rapid Rehousing: 118 Households Assisted TBRA Vouchers: 30
	Location Description	The projects will take place in the City of Salem.
	Planned Activities	The following are programs and projects included in this Project that have been awarded funding for the 2018-2019 Plan Year: • Salem Housing Authority-Yaquina Hall (rehabilitation of 51 affordable housing units) CDBG & HOME allocation • Salem Housing Authority-Security Deposit Program (118 households served) • Willamette Neighborhood Housing Services - new construction housing (42 units) (CHDO Set-Aside) • SIHN - Family Pomise of MWV - 30 TBRA Vouchers
4	**Project Name**	Administrative Costs
	Target Area	
	Goals Supported	Promote Economic Development End Homelessness-Public Service End Homelessness-Subsistence Payments End Homelessness-TBRA and Transistional Housing Expand Affordable Housing
	Needs Addressed	
	Funding	CDBG: $303,741 HOME: $68,790
	Description	This project is for the payment of administrative costs.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	This project is for administrative costs.
	Location Description	City of Salem and City of Keizer (Keizer included for HOME Program as a Consortium).
	Planned Activities	Payment of Administrative costs associated with the HOME and CDBG program funds.
5	**Project Name**	108 Loan Payments
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	This project is for the payment of 108 Loan Payments.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Payment of 108 Loan Payments.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The CDBG funding is restricted to use for residents of the City of Salem. The area is outlined by the city limits. This boundary has been applied to a Google maps and Salem Maps application for a much easier determination of eligibility of projects and clients.

The HOME funding is restricted to use for residents of the cities of Salem and Keizer. This area is also determined by the city limits of the two cities. This boundary has been applied as an area to a Google Maps and Salem Maps application for easier determination of eligibility.

The City has a HUD approved Neighborhood Revitalization Strategy Area (NRSA), an area of low-income and minority concentration, this area encompasses the central core of the city of Salem, stretching to the Northeast, to the Southeast, and to the east of downtown. There are many industrial, residential and commercial opportunities in this area. This area has been layered to the jurisdictional map the City created for project and/or client eligibility.

Geographic Distribution

Target Area	Percentage of Funds
Central Salem	0
Salem Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Salem is a Community Development Block Grant (CDBG) entitlement community and receives the grant funds from the US Department of Housing and Urban Development (HUD). The annual allocations are determined through specific formulas created by HUD and Congress. The CDBG funds received by the City are utilized within the city limits of Salem. This includes all physical projects and services provided only for those with addresses within the boundary described. Physical addresses are verified against a Google and or Salem Maps boundary map to ensure compliance with this restriction. For microenterprise training recipients, the residential or business address must be within these boundaries.

HOME Investment Partnership (HOME) grant is allocated to both the City of Salem and Keizer through a consortium agreement making both cities and entitlement community. The HOME funds received by the consortium are utilized within the city limits of Salem and Keizer.

The City created a Neighborhood Revitalization Strategy Area (NRSA) in 2009. During the 2015-2019

consolidated planning period, the City renewed the NRSA. Programs and projects submitting applications for funding within the NRSA were given additional points during the application scoring. The City continues to provide outreach and technical assistance regarding the NRSA and the advantages of administering programs and completing projects within this area.

Discussion

Special considerations for projects and/or programs applying within the NRSA are given if they meet one of the goals defined in the Consolidated Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The project/program goals described in the Annual Plan will target the homeless, non-homeless, and special needs households in the tables below. These goals provide affordable housing through rehabilitation of existing affordable housing, conversion of non-housing to affordable housing units, and rental assistance. All projects will target extremely low-income to moderate-income households.

One Year Goals for the Number of Households to be Supported	
Homeless	2,000
Non-Homeless	290
Special-Needs	0
Total	2,290

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	148
The Production of New Units	42
Rehab of Existing Units	51
Acquisition of Existing Units	0
Total	241

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The numbers above represent the funding provided through the HOME and CDBG programs for rehabilitation of affordable housing units, reconstruction of affordable housing, new construction of affordable housing, security deposits, and tenant-based rental assistance.

Yaquina Hall has been funded from both the HOME and CDBG resources. The units are not double counted in the chart.

The numbers included under production of new units include all units that did not previously exist being developed through new construction, rehabilitation, and rehabilitation/conversion.

These numbers do not reflect the additional funding through the CDBG program for interim housing

assistance (subsistence payments) provided through Congregations Helping People.

AP-60 Public Housing – 91.220(h)

Introduction

The Salem Housing Authority (SHA) owns and operates 245 housing units for families, seniors, and persons with disabilities under the HUD Public Housing Program. HUD funds annual operating subsidies for Public Housing, as well as a Capital Fund Grant for capital improvements of the housing stock and management systems.

Actions planned during the next year to address the needs to public housing

Individuals and families benefiting from public housing must be at or below 80% of the area median family income. Households currently being served through the Public Housing Program have average incomes under $22,373, which is well below the allowed income limit. As of December 2017, the Public Housing Program in Salem was serving 239 families. SHA maintains waiting lists for the public housing units and the Section 8 Housing Choice Voucher Program. As of December 2017, SHA's regular voucher leasing was 2,698 of the 2,909 allotment. This is a 93% lease-up rate with rents continuing to escalate higher. Families remain on the voucher waitlist up to three years. The majority of households on the waiting lists are comprised of families with children. Section 8 Voucher current household income averages $14,794 annually.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

SHA has a Central Resident Council/Resident Advisory Board that meets several times a year to review the annual Public Housing Authority (PHA) Plan, as well as other topics including how to use resident participation funds. SHA solicits resident input on the capital needs assessment each year, and alerts tenants of potential policy changes to allow opportunity for tenant comment. The bylaws of both the SHA Commission and the Housing Advisory Committee (HAC) require at least one tenant serve on the Commission. All tenants are always welcome to attend meetings without actually serving on the Committee or Commission. A resident advisory board is comprised of tenants who review the Family Self-Sufficiency Program Action Plan, and review any proposed changes. Tenants are sent newsletters and other correspondence to ensure awareness of SHA activities, and are encouraged to provide feedback to staff. All tenants are given a 30-60 day period to comment on updated utility allowances, changes made to the security deposits, updates to maintenance charges, modifications to the Admissions and Continued Occupancy Policy, as well as revisions to leases and addendums or other items that could directly affect them. Housing Commission and HAC meetings are open to the public with meeting details included on the City of Salem website under Meetings of Interest.

In partnership with CASA of Oregon, SHA also facilitates Valley Individual Development Accounts (VIDA),

a program that prepares and assists families and individuals who qualify, to plan and reach financial goals such as becoming a first time homeowner, starting/expanding a small business, or pursuing a college degree or job training to get a better paying job. VIDA allows families to save a maximum of $3000 over three years. The savings are matched three to one; a family who saves the maximum $3,000 will be matched by $9,000 for a total of $12,000.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Salem Housing Authority's SEMAP and PHAS scores are not reflective of a HUD designated troubled PHA.

Discussion

SHA provides a number of services and programs that are intended to address the needs of its residents, including programs that support education, employment, leadership development, and homeownership.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homelessness in Salem is a multifaceted problem that is directly influenced by institutions, such as the criminal justice and mental health systems. Broad policies, such as economic injustice, critical shortage of affordable housing, relational factors resulting in domestic violence and substance abuse are factors that also influence the increasing number of unsheltered persons.

The 2018-2019 Action Plan goals and action steps implement priorities to address homelessness in three strategic investment areas:

- Homelessness Prevention: Providing assistance to prevent people from becoming homeless and needing to enter the shelter;
- Homeless Intervention and Supportive Services: Connecting people who are homeless with resources to increase safety and access to housing;
- Housing Development: Contributing to the construction and rehabilitation of affordable housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to support organizations that assess and assist the needs of Salem's unsheltered citizens. Some examples include:

City of Salem Homeless Rental Assistance Program (HRAP)

Launched in July 2017, HRAP is one of the City of Salem's key strategies to reduce the number of

chronically homeless individuals in Salem. With a goal to house 100 of the “hardest to house” homeless individuals in its first year, the Homeless Rental Assistance Program is the largest “Housing First” program in Oregon. The program combines rental assistance, intensive case management services, and funding to reduce other barriers to client success.The City’s $1.4 million program investment is being leveraged with federal and private foundation resources.

Homeless Initiative Program Coordinator

Following the recommendation of the Mid-Valley Homeless Initiative, the City of Salem contributed $45,000 toward the hiring of a regional coordinator at the Mid-Willamette Valley Council of Governments. This person is responsible for planning and coordinating programs and projects to prevent and reduce homelessness with our region’s cities, counties, agencies, and services providers. The program coordinator is responsible for the overall management of specialized efforts to develop a cohesive, collaborative and coordinated system of care that extends the reach of resources available to the Mid-Willamette Valley homeless population.

The Coordinator will be meeting regularly with City staff to ensure a coordinate effort in the development and evaluation of efforts to address homelessness.

Sobering Center

The City of Salem is one of several agencies developing a safe, clean, and supervised space to become sober and connect to further treatment. The Oregon legislature and governor have provided start-up funding for a sobering center in Salem to relieve some of the burden on our regional hospital and jail, and connect individuals with treatment resources. The sobering center will open by early 2019.

Day Resource Center

Upon renovation completion, the ARCHES Day Center will be accessible to those who are experiencing homelessness, or are housing unstable. Services will be available Monday through Friday, 8:30am until 4:00pm. CDBG enabled renovations will bolster the current Day Center capabilities.

In addition, the ARCHES Day Center will house an innovative co-location model with roughly 3,000 sq. feet of available office space to be allocated to aligned partner agencies. The proximity of services that

maximizes the potential for increased communication, staff development, cost sharing, as well as the reduction in barriers to services.

Union Gopel Mission Men's Shelter

Salem's largest homeless shelter for men has outgrown its current location. The facility is in need of rehabilitation to meet City Code. Union Gospel Mission will relocate the shelter to provide improved services and transitional housing opportunities. The City has entered into a purchase and sale agreement to acquire the existing facility. This will help in the ongoing construction and operating fundraising. Once operational, the number of available beds in Salem will increase.

Salem Housing Authority

The Salem Housing Authority (SHA), in partnership with the Veterans Administration (VA) administers two VASH. The 64 tenant-based vouchers provide rental assistance to at-risk homeless veterans. The remaining four VASH vouchers are project based. The Veterans Administration screens and refers eligible veterans to SHA.

Addressing the emergency shelter and transitional housing needs of homeless persons

Salem addresses the emergency needs of the homeless and other persons needing emergency shelter by actively participating in programs administered by public and quasi-public agencies.

Mid-Willamette Valley Family Promise (formerly Salem Interfaith Hospitality Network), a non-profit serving circumstantial homeless families, is dedicated to moving families with children from homelessness to lasting self-sufficiency. Affiliated with the national network of the same name, Family Promise advances a highly effective, sustainable and expandable service delivery drawing on resources of the faith community, churches, synagogues, mosques, and temples. The three main components of the program are outreach and screening, transitional housing, and extensive counseling and case management.

The Salem Housing Authority is pursuing the purchase of an existing unfinished residential housing complex located at 4107 Fisher Road NE for transitional housing. The property is a 19,336 square ft. special use residential building. The existing structure has 19 residential units if SHA purchases and renovates the building the residential unit count would expand to 36. Each unit would consist of a kitchenette and a shared bathroom.

Helping homeless persons (especially chronically homeless individuals and families, families

with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City supports a number of programs to assist low-income individuals and families to avoid homelessness, including providing Section 8 Housing Choice Vouchers to homeless people, providing funds to keep people in their homes in times of financial crisis, and implementing a rapid re-housing program. Other support services such as job and training assistance, food assistance, and counseling are also available to help persons and families recover and avoid returning to being unsheltered.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Congregations Helping People (CHP) will be receiving CDBG funding for one-time crisis rental assistance (subsistence payments) and social service General Funds for one-time crisis utility assistance. These two programs provide assistance during crisis situations, reducing the possibility of the families becoming homeless. CHP has a strong evaluation system to ensure the client will be able to pay their costs in the future and that their situation is truly a crisis.

MERIT and Interface Network will be receiving CDBG funding for microenterprise training and technical assistance. These programs provide training and technical assistance to low and moderate income business owners that may be unemployed or underemployed. These programs provide a way for these business owners to generate living wages and in many cases employ additional individuals that may also be unemployed or underemployed.

Garten Services Inc. will be receiving CDBG funding for their Facility Modernization project. This project will create jobs and training for persons with disabilities allowing them to earn living wages and providing stability in income and subsequently stability in housing.

The CDBG Program will also support Marion Polk Food Share' new Vocational Training Initiative during FY 2018-19 with the objective of creating jobs and supportive services for chronically homeless, homeless veterans, and those at risk of becoming homeless.

Discussion

As described above, the City will be continuing the effort to prevent and eliminate homelessness. The issue of homelessness will be addressed through multiple programs with a focus on preventing homelessness.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A variety of barriers exists which make increasing the affordable housing stock in Salem difficult:

1. Escalating increase in rental housing costs.
2. Lack of and aging housing stock in the region.
3. Diminishing federal resources for programs, including HOME, CDBG and Section 8 voucher assistance.
4. Development barriers, including capacity of non-profit entities, height restrictions, and community opposition ("NIMBYism").
5. Backlog of infrastructure and public facilities investment needs.

Developers building housing that is affordable to households of all income levels and appropriate for special needs populations often face many challenges. While the current shortage of affordable housing is primarily due to construction costs, the City is working to reduce governmental regulations that pose constraints to the production and preservation of affordable housing. Affordable housing and addressing homelessness are priorities of Salem's citizenry and elected officials.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is addressing barriers to affordable housing through:

- The prioritization of addressing homelessness as a City Strategic Plan goal.
- Granting System Development Charges (SDC) waivers for non-profit affordable housing developments using HOME/CDBG funding.
- Providing property tax exemption for non-profits operating low-income housing.
- Researching best practices that allow additional incentives to developers who provide affordable housing.
- Advocating with and educating Federal and State partners about affordable housing needs in Salem.
- Approving code amendments to allow additional, smaller residences on the same property as a single-family home.
- Continuing to update Community Plans, which are components of the City's Comprehensive Plan and which specify the location & intensity of proposed residential development; and
- Providing technical assistance with completing tax credit or foundation funding applications.

During this action plan year, the City will be revising the Comprehensive Plan. This important land use document will be instrumental when developing the 2020-2024 Consolidated Plan goals and priorities.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section will outline other actions the City has planned to address the needs of underserved populations, fostering and maintaining affordable housing, reduction of lead-based paint hazards, reduction in the number of poverty-level families, development of institutional structure, and coordinated efforts.

Actions planned to address obstacles to meeting underserved needs

All of the actions taken by the City in the management of HOME and CDBG funds are completed within program guidelines and address one or more goals identified in the Consolidated Plan.

Coordination between public and private housing and social services agencies is an extremely important activity. The City participates in the meetings of our local CoC collaborative, which is comprised of various housing and social service agencies. The collaboration of many local stakeholders provides better service to the underserved through many different projects and programs. Collaborating with these institutions is vital to overcoming any gaps in institutional structure, and will continue in the next plan year.

The City has committed to providing 15 percent (15%) of its CDBG allocation to organizations that oversee public service activities for individuals and families. Some of these services will be provided by organizations such as Center for Hope and Safety, Congregations Helping People, and Family Promise (Salem Interfaith Hospitality Network).

Through the City's General Fund, other organizations such as Marion Polk Food Share, Northwest Human Services, Congregations Helping People, and St. Francis Shelter will provide emergency services for low income families. These programs help to alleviate the obstacles many families face due to their current circumstances. These organizations provide tools to help individuals move beyond their current living conditions to self-sufficiency.

Actions planned to foster and maintain affordable housing

As outlined in the 2015-2019 Consolidated Plan, the third priority for the City is to Expand Affordable Housing. During the 2018-2019 plan year, HOME and CDBG funds have been allocated to the following housing related projects to assist the housing needs of low and moderate-income persons:

- New construction of affordable housing - Willamette Neighborhood Housing Services (Nueva Luz);
- Tenant-Based Rental Assistance - Family Promise (Salem Interfaith Hospitality Network) (SIHN);
- Rehabilitation of housing – Salem Housing Authority (Yaquina Hall a project previously funded with CDBG dollars, and provided additional HOME and CDBG funding in 2018-2019); and
- Security Deposit Program-Salem Housing Authority.

Actions planned to reduce lead-based paint hazards

According to the Code of Federal Regulations (CFR) 24 part 35, any housing rehabilitation project involving housing constructed before 1978, and receiving $5,000 or more in Federal funds, shall be tested for lead-based paint. All projects meeting those parameters with identified lead-based paint hazards are to be mitigated or abated. City policy is to abate all reported lead based paint with levels exceeding the acceptable limits.

Actions planned to reduce the number of poverty-level families

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2018-19, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and focus on self-sufficiency.

These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants;
- Supporting permanent supportive housing for chronically homeless veterans by fostering effective supportive services that will promote self-sufficiency;
- Allocating 15 percent of CDBG entitlement funds for public services; and
- Funding case management services for homeless individuals / families and those at risk of becoming homeless.
- Collaborating with various City Departments, businesses and Salem Keizer School District to support ongoing academic achievement for low-to moderate-income students.

Actions planned to develop institutional structure

The City will proactively work with non-profit agencies, for-profit developers, quasi-public entities, advocacy groups, clubs, and organizations, neighborhood associations, City departments and with the private sector to implement the City's Strategic Plan and the Consolidated Plan. Engaging the community and partners in the delivery of services and programs for the benefit of low to moderate residents will be vital in the overcoming gaps in service delivery.

Actions planned to enhance coordination between public and private housing and social service agencies

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low-income individuals and families, and other special needs. The City will continue to expand on developing partnerships with public service organizations throughout FY 2018-2019.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The CDBG entitlement program, established in 1974 and administered by HUD, provides metropolitan cities and urban counties with funds to assist in the efforts of providing decent housing, neighborhood revitalization, and economic development as well as the prevention and elimination of slums and blight, and assistance to low and moderate-income persons. For program year 2018, a total of **$2,037,087** in CDBG and **$1,580,307,107** in HOME is available to address community development, economic and housing conditions in Oregon's capital city.

Program income, reallocation of funds from canceled projects, and past project funding reductions will supplement the entitlement funds received by the City. Program income is an additional source of funds generated in whole, or in part, by repayment of HOME loan funds. The City allocates program income to qualifying projects that support the needs of low and moderate- income persons. HOME funding is utilized to assist Low to Moderate Income (LMI) residents of Salem and Keizer.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The HOME funds allocated are not being utilized for any forms of investments beyond those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   For down payment assistance and homebuyer activities that incorporate a direct benefit to the homebuyer (i.e. down payment assistance, closing cost, interest subsidies, or other HOME assistance provided directly to the homebuyer which can additionally include the amount of assistance that reduced the purchase price from fair market value (appraised value) to an affordable price), the City will follow the recapture provisions as mandated by 24 CFR 92.254 (a) (5)(ii)(A)(2). A Trust Deed will be executed between the City or sub recipient and the homeowner and recorded in the office of the Marion County or Polk County Recorder's office depending on the location of the property. Assistance will be provided in the form of a deferred loan, which will be deferred until the sale, refinance and/or transfer of the property. If HOME funds are used for the cost of developing a property and the unit is sold below fair market value the difference between the fair market value and the purchase price is considered to be directly attributable to the HOME subsidy.

- Home Investment under $15,000 has a 5-year affordability period.
- HOME Investment $15,000-$40,000 has a 10-year affordability period.
- HOME Investment over $40,000 has a 15-year affordability period.

The City will recapture an amount that does not exceed the net sale proceeds from the sale of the property. In effect, the City will recapture the amount that is still outstanding (based on the remaining balance due on the loan including any interest incurred), however, not in an amount that is greater than the net sale proceeds. If the net proceeds are sufficient, the borrower shall repay to the City the full HOME subsidy plus interest, which is outlined in the promissory note. Should the net proceeds be insufficient to repay, the City will opt to forgive the difference. In the event only a

development subsidy is provided to a home, or the property has multiple funding sources (providing homebuyer and/or development subsidy) and the other funding sources are more restrictive, the City will utilize resale provisions in these instances. The property must be resold to an income eligible household making less than or equal to 80% AMI. The homeowner will be allowed to base the sales price of the home on the original cost of the home inflated by the consumer price index, reflecting the sales price cap. The new owner's principal, interest, taxes and insurance (PITI) will not exceed 30% of the homebuyer's gross wages. This will allow for a reasonable range of homebuyers to afford the property.

The PJ is currently enforcing recapture/resale provisions for projects covered under previous plans; however the City of Salem is not carrying out homebuyer assistance with the 2016 allocation.

For owner-occupied rehabilitation projects, the after-rehab value will not exceed the HUD Homeownership Sales Price Limits. After-rehab value is established by utilizing the assessed value and adding the cost of rehabilitation of the home.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   For homebuyer projects, the above-mentioned recapture provisions apply. As required by HOME funding, all rental units acquired with HOME funding will be subject to resale provisions to ensure the affordability of the units. The same per unit funding amounts apply to the affordability period of the rental units unless it is new construction. Under new construction, regardless of the amount of funding provided, the affordability period will be 20 years. Rental project affordability period is also secured through an agreement, covenant, note, and trust deed.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   There are no projects being refinanced with HOME funding scheduled for this plan year.

Sub recipient Monitoring

Monitoring and technical assistance are vital to ensure a successful partnership with the subrecipient and City to help guarantee short and/or long term compliance. Pay requests for all projects and programs are processed only after all required documents are received. When construction or rehabilitation projects are completed out, documentation of client eligibility is obtained. Projects funded in past years are monitored annually to ensure the original intended use has not changed during the change of use period. For all construction or rehabilitation projects, ongoing physical inspections occur throughout the project to ensure local codes are met. For projects triggering Davis Bacon, staff provides extensive training with the subrecipient to ensure all federal requirements are met. This includes mandatory contractor and payroll pre-construction meeting, review of certified payroll, and any additional training depending on the level of sub recipient expertise.

HOME monitoring is undertaken to ensure recipients are managing projects in compliance with funded activities. HOME assisted rental projects must meet the low-income occupancy and rent level requirements at initial occupancy and throughout the period of affordability. Property inspections must meet the requirement of State and local codes, and rehabilitation standards for projects in the cities of Salem and Keizer. The City continues to monitor HOME funded projects in accordance with HOME monitoring requirements of at least every three years. If determined a “high-risk” property, the project will be monitored more frequently. Additionally, HOME Annual Reports are required to be submitted for all projects in the affordability period in January of each year. Through this annual monitoring, the City is able to provide technical assistance and address any issues of compliance if noted. Replacement reserve reports are required quarterly on HOME-assisted properties still in the affordability period.

Due to the shift in the economy, the Homebuyer Program was eliminated July 1, 2010. Homebuyers who were funded in the past are reviewed annually, for a minimum of five years after project completion, to ensure they are still residing at the funded residence. This same process is used for homebuyers in the Habitat for Humanity program. The City is a participant in the streamlining effort coordinated by Oregon Housing and Community Services (OHCS). The goal of streamlining is to reduce staff time and tenant interruptions throughout the year. Every recipient and subrecipient, with programs or projects that are not closed out, must submit Quarterly Status Reports (QSR) that clearly define the progress made for the quarter, anticipated progress, and any challenges or barriers that may have occurred. These reports help ensure timeliness of expenditures, project status, and provide an indication of when onsite inspections are required.

The TBRA program planned for the 2018-2019 plan year includes a preference to certain populations. Family Promise’s (Salem Interfaith Hospitality Network) TBRA Program gives preference to homeless

families. It is the policy of the City of Salem to assure that no person shall be discriminated against on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, as provided by Salem Revised Code Chapter 97. The City of Salem also fully complies with Title VI of the Civil Rights Act of 1964, and related statutes and regulations, in all programs and activities.

Attachments

Citizen Participation Comments

COMMENT OF SARAH OWENS ON THE ANNUAL ACTION PLAN PROPOSED

PURSUANT TO 24 CFR 92.220

This entire document is a single Comment on the the draft 2018 Annual Action Plan (The Plan), prepared for the City of Salem and issued March 21, 2018.

A word about process. I am a member of the Urban Development, Community Services and Housing Commission (CSHC). Given that The Plan was on the April CSHC agenda as an action item, I assumed I would be allowed to ask questions and offer comment on The Plan during the meeting. However, when I attempted to do so, I was told I would need to submit questions and comment in writing. Members were not informed prior to the meeting that they would need to submit questions and comment in writing. After a discussion, the acting Chair allowed me to ask questions. Then, Member Downing moved to "accept" The Plan (but not the Amendment) *with* the clarifications indicated by my questions. The motion passed unanimously with five votes, whereupon staff informed Member Downing and another member that they were not permitted to vote due to the fact that they had each declared a conflict of interest, as The Plan allocates funds to their programs. This comment is submitted in compliance with the instructions of City staff.

As I observed at the CSHC meeting, the 2018 Plan seems generally to be an improvement over the 2016 and 2017 Plans. The narrative contains fewer generalizations and more specifics, such that the the average citizen can understand and find out more about what the City is actually doing in support of its stated CDBG and HOME Program goals. Including "CDBG and HOME Program" in the title was a needed and welcome clarification, as was the Amendment.

Some sections are still in need of clarification.

The Amendment: it's not clear how the total to be reallocated ($937,016) squares with the total prior year resources ($946,208) listed in Table 3 on page 28 of The Plan. Staff was unable to explain the relationship between the Amendment and Table 3, if any, at the April CSHC meeting.

AP-05 1.

> services. For program year 2018, a total of approximately $1.2 million is governed by this annual plan. The 2018 funds are combined with the reallocation of resources from 2014, 2015, 2016 and 2017 federal grants to address community development, economic and housing conditions in Oregon's capital city.

The first sentence (beginning "For program year 2018") is poorly worded and not accurate, as The Plan "governs" "a total" of more than $1.2 million.

AP-10 1.

1

"APP" should be AAP

Staff is working with a number of community-driven efforts to enhance coordination between housing, health (mental and physical), and social services in the City of Salem. The coordination of efforts will reduce silos and duplication of services.

"Community-driven efforts" should be specified (or reference made to the other part of the Plan that specifies them, if any).

Emergency Housing Network (EHN), Mid-Willamette Valley Health and Housing Collaboration, and the North Salem Service Integration Team (SIT). Additionally, the City of Salem has

"(SIT)" should be omitted (as it's not referenced again) or changed to "(North Salem SIT)" as there are many different teams in Marion, Polk and Yamhill Counties.

The Mid-Willamette Valley Community Action Agency (MWVCAA) coordinates the local Continuum of Care efforts as a part of the Rural Oregon Continuum of Care (ROCC). The ROCC serves 28 counties including Marion and Polk, inclusive of the cities of Salem and Keizer. The City of Salem participated in the annual assessment.

"Local Continuum of Care efforts" should be clarified here and on page 13 by offering examples of the activities that MWVCAA coordinates, like reporting to HUD, the Housing Inventory Count and the Point in Time Count. It is also not clear what "the annual assessment" refers to. If it refers to the Point in Time Count, the text should be amended to read "participated in the annual Point in Time Count."

PRELIMINARY numbers from the homeless surveys collected on January 31, 2018 are provided below:

- Marion County Unsheltered - 455
- Polk County Unsheltered - 174
- Total Marion & Polk surveyed - 629

On April 9, CRP Director Jimmy Jones reported to the Health & Housing Committee (referred to in The Plan as the Mid-Willamette Valley Health and Housing Collaboration) that the total number of unsheltered individuals counted in the 2018 Point in Time Count in Marion and Polk Counties was 618.

This represents a significant increase from the previous year. It is a snapshot of one day. The table below demonstrates that the number of persons needing and receiving assistance will require a comprehensive approach that must include the public and private sector.

With regard to the first sentence, it should be borne in mind that the 2017 Plan reported only that 298 school children were counted in the *2016* Point in Time Count. It did not report the

2

2016 totals, or the preliminary 2017 Point in Time Count results. Accordingly, instead of "significant increase", the narrative should clarify that the total number of unsheltered individuals surveyed in Marion and Polk Counties in 2017 was 352 and that a primary reason for the increase in 2018 was increased community involvement. (See here http://www.oregon.gov/ohcs/Pages/research-point-in-time-homeless-count-in-oregon.aspx and here http://www.mycommunityaction.org/CRP/housing_homeless_information.html)

The last sentence (beginning "The table below demonstrates") is questionable (as it's not clear what the table demonstrates) and not really necessary.

As of March 2018, ARCHES reports:

Active Homeless Waitlist:

- 1,529 Households on Active Waitlist
- 2,392 Clients on Active Waitlist

Active Prevention Waitlist:

- 316 Households on Prevention Waitlist
- 664 Clients on Prevention Waitlist

It is unclear what these "waitlists" are; how they are ordered and maintained, who is eligible to get on them, what programs accept referrals from them, what services are provided as a result of a referral, whether there is any follow up, average wait times, etc. Staff was unable to offer any information about the waitlists, other than they're maintained by ARCHES and those on the waitlist have been "assessed." The figures are set out in the text as if they are important, but it's not clear why.

[this section intentionally left blank]

3

MWVCAA ARCHES Project (7/1/2017) - (3/1/2018)

Program	Households Served	Households Searching	Households Housed	Intakes Scheduled	Total Unique Served
HOME TBA RRH/Prevention	45	20	23	2	56
HUD ARCHES RRH	60	10	51	6	129
DHS Fresh Start RRH	33	7	10	5	113
Tenant Education/Housing Case Mgmt	42	0	1	15	67
SSVF RRH	48	0	33	4	78
OHA-VRAP RRH	35	4	31	10	56
ERA	9	1	8	3	12
ESG / Housing Assistance Program	22	10	14	6	30
VET DRF / Lottery Vets	15	0	11	2	38
HSP	7	0	7	2	27
Cascade Housing Project RRH	15	15	4	10	38
Cascade Housing Project Prevention	22	1	22	10	56
Polk County RC Prevention	29	0	0	0	88
Polk County RC RRH - Diversion	17	0	17	0	34
Marion County Prevention	6	0	0	0	20
Marion County Holiday Project	130	0	0	0	566
City of Salem HRAP	121	41	32	5	121
Totals	656	109	264	80	1529
	Households	**Adults /**		**Clients**	**Total Unique**

Public Review 3/21-4/20/2018

What is the reader to understand from this chart? What do "served", "searching" and "housed" mean? Are waitlist assessments considered a service? Are "intakes" considered a service? Are "searching" households enrolled in a program? What about exit data? Is there any overlap between the categories? (Are "intakes scheduled" hhs included in "served", "searching" or "housed"?) Does "total unique served" refer to individuals or hhs? A key of some sort is needed if this chart is to be included.

We will continue to work with the ROCC and other partners in developing strategies to address the needs of unsheltered persons.

Clarify that "we" here means the City (aside from page 4, this is the only place The Plan uses "we" to refer to the City).

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

4

Vento resources for the City. The MWVCAA, as a member of the Rural Oregon Continuum of Care (ROCC), also coordinates the local CoC effort for Marion and Polk counties through the Marion and Polk Counties Plan to End Homelessness. The Marion and Polk Counties Plan to End Homelessness is a community based long-range plan addressing the needs of homeless persons in order to help them reach maximum self-sufficiency. MWVCAA, Shangri-La, SHA, St. Francis, St. Josephs, HOAP, and HOME Youth Resources are using the Homeless Management Information System (HMIS). The City is exploring best practices to meaningfully engage in the CoC collaborative and receive regular aggregate data reports from OHCS or ROCC.

The text is not particularly responsive to the question, which asks for a description of the City's "consultation in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, develop funding, policies and procedures" for HMIS administration. The first sentence (beginning "The MWVCAA") is a vestige of earlier Plan language. MWVCAA has not been responsible to "coordinate[] the local CoC effort for Marion and Polk Counties through the...[10-Year] Plan to End Homelessness" since 2011, the last year Marion and Polk Counties had their own, independent, CoC.

The 10-Year Plan to End Homelessness will be ten years old this October. As was confirmed at the April CSHC meeting, it has not been mentioned in the provider community in the past year. The Mid-Willamette Homeless Initiative Task Force had the 10-Year Plan in its resource documents, and purportedly sought to "put meat on the bones" of the 10-Year Plan, but the Task Force was disbanded in February 2017. As was discussed at the April CSHC meeting, the 10-Year Plan was never implemented in large part because it was completed just as The Great Recession hit. It might be the plan of record for Marion and Polk Counties, but it's not actually been used by *anyone* to coordinate *anything*, and it is misleading for The Plan to suggest it has.

About the second to last sentence (beginning "MWVCAA, Shangri-La..."), HOME YRC is a program of MWVCAA, and shouldn't be listed separately (or all MWVCAA programs using ServicePoint should be listed). Salem Housing Authority does not use ServicePoint except for its Homeless Rental Assistance Program, so HRAP, not SHA, should be listed. Family Promise (formerly Salem Interfaith Hospitality Network) should have been using ServicePoint during FY 2017 for some clients, and so should be listed.

About the last sentence, examples of "best practices" that are being explored are needed to clarify what the City is doing "meaningfully engage" and "receive...reports." As to the latter, MWVCAA is responsible for coordinating regular reports to OHCS and HUD, and is in a position to share those reports with whomever they choose. OHCS does not publish the data it receives, and the data reported to HUD is aggregated with the data from the other 26 ROCC counties, and so is not useful for local planning purposes. However, during the April CSHC meeting, staff said that MWVCAA had assured her she "can get anything" in the way of data that's needed.

5

AP-10 2.

"COS" should be "City of Salem" (pages 18 and 26)

Housing Needs Assessment (HNA)	City of Salem	The HNA validates information collected during the Consolidated Plan process. The goal of more "aging in place" housing and the increase in job training and job creation programs and projects over the next five years is a shared goal. The HNA indicates the need for an additional 6,400 housing units over the next 20 years.

The sentence, "The HNA indicates the need for an additional 6,400 housing units over the next 20 years" is not quite accurate. The 2015-2019 Con Plan quotes the Preliminary Draft HNA as finding a deficit of 6,400 housing units *for households earning less than $25K/yr*, based on data that is by now pretty old. The sentence would be less misleading if it were in the past tense and the phrase "over the next 20 years" was omitted ("indicated the need for an additional housing units for households earning less than $25K/year.")

Mid-Willamette Homeless Initiative	City of Salem, Marion County, City of Keizer, and Polk County	The Mid-Willamette Homeless Initiative Strategic Plan contains a shared vision with a regional approach. As the City of Salem was actively engaged in the Initiative, the City will work

Instead of listing Polk County (which pointedly chose not to participate in the implementation phase), the Cities of Monmouth and Independence should be listed as lead organizations, since they contributed financially to the implementation effort, and their managers sit on the policy/steering committee.

AP-15

Table 3: it's not clear how the Amendment's total to be reallocated ($937,016) squares with the total prior year resources ($946,208) listed in Table 3. Staff was unable to explain the relationship between the Amendment and Table 3, if any, at the April CSHC meeting.

Discussion (optional)

SHA administers nearly 3,000 Housing Choice Vouchers. SHA continues to administer 63 Department of Veteran Affairs Supportive Housing (VASH) vouchers as well as the 125 Family Unification Program vouchers through a combination of those from June 2011, 19 from an older program, and 6 through a program with the Department of Human Services (DHS). Additionally, SHA administers five homeless vouchers and three domestic violence vouchers. All funding allocations and amounts are based on estimates until final

This section contains incorrect information. At the April CSHC meeting, staff confirmed that Salem Housing Authority staff had provided corrections to this section.

6

AP-20

3	Expand Affordable Housing	2015	2019	Affordable Housing	Salem Citywide	Affordable Housing Housing Rehabilitation	CDBG: $400,000 HOME: $975,530	Rental units rehabilitated: Household Housing Unit Rental Units Constructed: Household Housing Unit

The CSHC allocated CDBG and HOME funds totalling $2,680,540. The total of the figures in Table 4 come up $175,000 short. The total CDBG in row 3 should be $575,000, not $400,000. The same mistake appears to have been made in Table 7.

AP-35

Should HOME and/or CDBG revenues (either annual allocation or program income) exceed or diminish from the planned amount, the additional resources shall be allocated in accordance with these funding guidelines.

- All proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.

These two sentence are confusing and need to be reworded (e.g., "Should...revenues...vary from the planned amount, the increase or decrease will be shared proportionately across all projects").

AP-38

The CSHC allocated CDBG and HOME funds totalling $2,680,540. The total CDBG in row 3 should be $575,000, not $400,000.

AP-65

Mid-Willamette Valley Family Promise (formerly Salem Interfaith Hospitality Network), a non-profit serving circumstantial homeless families, is dedicated to moving families with children from homelessness to lasting self-sufficiency. Affiliated with the national network of the same name, Family Promise advances a highly effective, sustainable and expandable service delivery drawing on resources of the faith community, churches, synagogues, mosques, and temples. The three main components of the program are outreach and screening, transitional housing, and extensive counseling and case management.

This program description stands out as having a very different tone from the other descriptions in this section, which sound factual and objective. All homelessness could be considered "circumstantial", and all programs could be said to be "dedicated" to moving their clients to "lasting self-sufficiency." So, unless the City knows for a fact that this program "advances a highly effective, sustainable and expandable service delivery", that language should be omitted.

7

The City supports a number of programs to assist low-income individuals and families to avoid homelessness, including providing Section 8 Housing Choice Vouchers to homeless people,

This section should describe primarily what the City is doing to help homeless individuals "make the transition to permanent housing" (the *next* question asks about programs helping low-income individuals and families "avoid" homelessness). The text should include examples of the programs designed to help homeless people "make the transition" (e.g., HRAP). NWHS Crisis & Info Hotline should be listed as an example of a program designed to help low-income individuals and families "avoid" homelessness.

Discussion (optional)

As described above, the City will be continuing the effort to prevent and eliminate homelessness. The issue of homelessness will be addressed through multiple programs with a focus on preventing homelessness.

The first sentence doesn't add anything, and the second sentence is questionable -- why is the City saying the issue will be addressed through programs focused on *preventing* homelessness? Some programs the City has funded are, but most aren't. The Con Plan and the City's recent Strategic Plan refer consistently to preventing *and* ending/eliminating homelessness together -- so if this language is not just a vestige from a previous plan, and the City intends to "focus" on preventing homelessness, it should explain where that focus came from.

AP-75

Building housing that is affordable to households of all income levels and appropriate for special needs populations face many challenges. While the current shortage of affordable housing is primarily due to construction costs, the City is working to reduce governmental regulations that pose constraints to the production and preservation of affordable housing. Affordable housing and addressing homelessness are priorities of Salem's citizenry and elected official.

Building houses..."face**s** many challenges" (alternatively, "Efforts to build...face many challenges") and "elected official**s**"

- Providing property tax exemption for non-profit operating low-income housing.
- Researching best practices that allow additional incentives to developers who provide affordable housing.
- Advocating and educating Federal and State partners about affordable housing needs in

"Non-profit**s**" and "Advocating ***for,***"

8

Coordination between public and private housing and social services agencies is an extremely important activity. The City participates in the meetings of our local CoC collaborative, which is comprised of various housing and social service agencies. The collaboration of many local stakeholders provides better service to the underserved through many different projects and programs. Collaborating with these institutions is vital to overcoming any gaps in institutional structure, and will continue in the next plan year.

This paragraph and the next two paragraphs are carryovers from prior AAPs and are too general to be informative. The "meetings of the local CoC collaborative" should be specified, as it's not clear what "local CoC collaborative" refers to.

There are two references to the Salem Interfaith Hospitality Network (pages 49 and 56) that need to include its recent name change.

9

Grantee Unique Appendices

Attachment A

Public Comments and Responses

Response to Comment of Salem Housing Authority on the Proposed Annual Action Plan

From: Kellie Battaglia
Sent: Thursday, April 05, 2018 12:58 PM
To: Kristin Retherford <KRetherford@cityofsalem.net>; Shelly Ehenger <SEhenger@cityofsalem.net>
Subject: Feedback on the CDBG/HOME Annual Action Plan

Hi Kristin, Shelly,

Comment: Sara Owens brought it to my attention that there may be some outdated information in the draft CDBG/HOME Annual Action Plan. Re: SHA vouchers. Language below (page 29). I confirmed the numbers with Lynette and here's the most up to date information:

Discussion (optional)
SHA administers nearly 3,000 Housing Choice Vouchers. SHA continues to administer 63 Department of Veteran Affairs Supportive Housing (VASH) vouchers as well as the 125 Family Unification Program vouchers through a combination of those from June 2011, 19 from an older program, and 6 through a program with the Department of Human Services (DHS). Additionally, SHA administers five homeless vouchers and three domestic violence vouchers. All funding allocations and amounts are based on estimates until final funding approval from HUD is received. Final amounts may differ based on the federal allocations made for the Plan Year.

SHA has 64 VASH vouchers and 4 PBV VASH. We have a total of 119 FUP vouchers through a combination of those from June 2011 and 19 from an older program. We no longer have the 6 additional. We administer a lottery of 5 DV vouchers per month. We no longer have a lottery for homeless as they are referred through the HRAP program.
Please let me know if you have any questions.
Thanks!
Kellie Battaglia, Client Services Manager
Salem Housing Authority

Response: Thanks we will add this to our comments and make the modifications.

Summary of Public Comments and Responses
Keizer City Council Public Hearing
April 16, 2018

- Mayor Clark expressed appreciation for highlighting and considering the goals of the Mid-Willamette Valley Homeless Initiative Plan in the Annual Action Plan.
- Councilor Reid highlighted the need to seek input and collaboration with Keizer United and the local foodbank.
- Council members expressed the need to post notices and information regarding the HOME program on Keizer's social media sites.
- Collen Bush encouraged outreach to the three Keizer Neighborhood Associations.
- City Manager Chris Eppley expressed a desire for future documents to be translated in multiple languages. Keizer's resident population consists of 20% of people with English as a second language.

Response: The City of Salem is appreciative of the oral comments provided by the Mayor, Councilors, City Manager, and citizens of Keizer. During the AAP year, the City of Salem will increase outreach efforts in Keizer. All future documents will be translated into multiple languages and transmitted for uploading to Keizer's social media sites. Thank you for the comments.

Response to Comments of Sarah Owens on the Annual Action Plan Proposed Pursuant to 24 CFR 92.220

This entire document is a single Comment on the the draft 2018 Annual Action Plan (The Plan), prepared for the City of Salem and issued March 21, 2018.

A word about process. I am a member of the Urban Development, Community Services and Housing Commission (CSHC). Given that The Plan was on the April CSHC agenda as an action item, I assumed I would be allowed to ask questions and offer comment on The Plan during the meeting. However, when I attempted to do so, I was told I would need to submit questions and comment in writing. Members were not informed prior to the meeting that they would need to submit questions and comment in writing. After a discussion, the acting Chair allowed me to ask questions. Then, Member Downing moved to "accept" The Plan (but not the Amendment) *with* the clarifications indicated by my questions. The motion passed unanimously with five votes, whereupon staff informed Member Downing and another member that they were not permitted to vote due to the fact that they had each declared a conflict of interest, as The Plan allocates funds to their programs. This comment is submitted in compliance with the instructions of City staff.

As I observed at the CSHC meeting, the 2018 Plan seems generally to be an improvement over the 2016 and 2017 Plans. The narrative contains fewer generalizations and more specifics, such that the the average citizen can understand and find out more about what the City is actually doing in support of its stated CDBG and HOME Program goals. Including "CDBG and HOME Program" in the title was a needed and welcome clarification, as was the Amendment.

Some sections are still in need of clarification.

1. **Comment:** "The Amendment: it's not clear how the total to be reallocated ($937,016) squares with the total prior year resources ($946,208) listed in Table 3 on page 28 of The Plan. Staff was unable to explain the relationship between the Amendment and Table 3, if any, at the April CSHC meeting."

   Response: In the final draft submitted to Council, the numbers have been corrected to reflect the amount of funds available from prior year resources. Thank you for the comment.

2. **Comment:** "The first sentence (beginning "For program year 2018") is poorly worded and not accurate, as The Plan "governs" "a total" of more than $1.2 million."

   Response: The City appreciates your comment. Sentences have been revised to clarify the introductory paragraph.

3. **Comment: AP-10 1. "APP" should be AAP**

   Response: The City appreciates your comment. The acronym has been corrected.

4. **Comment:** ""Community-driven efforts" should be specified (or reference made to the other part of the Plan that specifies them, if any)."

   Response: The City appreciates this comment. The words "community-driven efforts" can differ from individual to individual. We have specified an effort to provide additional context. The City of Salem will continue to be involved in opportunities that develop local capacity, encourage inclusiveness and address goals related to the CDBG and HOME programs.

5. **Comment:** "(SIT)" should be omitted (as it's not referenced again) or changed to "(North Salem SIT)" as there are many different teams in Marion, Polk and Yamhill Counties.."

   Response: The City revised the acronym. Thank you for the comment.

6. **Comment:** "Local Continuum of Care efforts" should be clarified here and on page 13 by offering examples of the activities that MWVCAA coordinates, like reporting to HUD, the Housing Inventory Count and the Point in Time Count. It is also not clear what "the annual assessment" refers to. If it refers to the Point in Time Count, the text should be amended to read "participated in the annual Point in Time Count."

   Response: Thank you for the examples. The document has been revised.

7. **Comment:** On April 9, CRP Director Jimmy Jones reported to the Health & Housing Committee (referred to in The Plan as the Mid-Willamette Valley Health and Housing Collaboration) that the total number of unsheltered individuals counted in the 2018 Point in Time Count in Marion and Polk Counties was 618.

   Response: Thank you for the comment. The AAP was completed and issued for public review on March 21, 2018. The number referenced in the comment was announced after the AAP was presented. The AAP denotes that the numbers presented are preliminary. HUD will not certify the final numbers until after the AAP has been submitted.

8. **Comment:** With regard to the first sentence, it should be borne in mind that the 2017 Plan reported only that 298 school children were counted in the 2016 Point in Time Count. It did not report the 2016 totals, or the preliminary 2017 Point in Time Count results. Accordingly, instead of "significant increase", the narrative should clarify that the total number of unsheltered individuals surveyed in Marion and Polk Counties in 2017 was 352 and that a primary reason for the increase in 2018 was increased

community involvement. (See here http://www.oregon.gov/ohcs/Pages/research-point-in-time-homeless-count-in-oregon.aspx and here http://www.mycommunityaction.org/CRP/housing_homeless_information.html)

The last sentence (beginning "The table below demonstrates") is questionable (as it's not clear what the table demonstrates) and not really necessary.

It is unclear what these "waitlists" are; how they are ordered and maintained, who is eligible to get on them, what programs accept referrals from them, what services are provided as a result of a referral, whether there is any follow up, average wait times, etc. Staff was unable to offer any information about the waitlists, other than they're maintained by ARCHES and those on the waitlist have been "assessed." The figures are set out in the text as if they are important, but it's not clear why.

What is the reader to understand from this chart? What do "served", "searching" and "housed" mean? Are waitlist assessments considered a service? Are "intakes" considered a service? Are "searching" households enrolled in a program? What about exit data? Is there any overlap between the categories? (Are "intakes scheduled" hhs included in "served", "searching" or "housed"?) Does "total unique served" refer to individuals or hhs? A key of some sort is needed if this chart is to be included.

Response: The comment is appreciated. Some revisions have been made in the AAP.

9. **Comment:** The text is not particularly responsive to the question, which asks for a description of the City's "consultation in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, develop funding, policies and procedures" for HMIS administration. The first sentence (beginning "The MWVCAA") is a vestige of earlier Plan language. MWVCAA has not been responsible to "coordinate[] the local CoC effort for Marion and Polk Counties through the…[10-Year] Plan to End

Homelessness" since 2011, the last year Marion and Polk Counties had their own, independent, CoC. The 10-Year Plan to End Homelessness will be ten years old this October. As was confirmed at the April CSHC meeting, it has not been mentioned in the provider community in the past year. The Mid-Willamette Homeless Initiative Task Force had the 10-Year Plan in its resource documents, and purportedly sought to "put meat on the bones" of the 10-Year Plan, but the Task Force was disbanded in February 2017. As was discussed at the April CSHC meeting, the 10-Year Plan was never implemented in large part because it was completed just as The Great Recession hit. It might be the plan of record for Marion and Polk Counties, but it's not actually been used by *anyone* to coordinate *anything* , and it is misleading for The Plan to suggest it has.

About the second to last sentence (beginning "MWVCAA, Shangri-La…"), HOME YRC is

program of MWVCAA, and shouldn't be listed separately (or all MWVCAA programs using ServicePoint should be listed). Salem Housing Authority does not use ServicePoint except for its Homeless Rental Assistance Program, so HRAP, not SHA, should be listed.

Family Promise (formerly Salem Interfaith Hospitality Network) should have been using ServicePoint during FY 2017 for some clients, and so should be listed.

About the last sentence, examples of "best practices" that are being explored are needed to clarify what the City is doing "meaningfully engage" and "receive...reports." As to the latter, MWVCAA is responsible for coordinating regular reports to OHCS and HUD, and is in a position to share those reports with whomever they choose. OHCS does not publish the data it receives, and the data reported to HUD is aggregated with the data from the other 26 ROCC counties, and so is not useful for local planning purposes. However, during the April CSHC meeting, staff said that MWVCAA had assured her she "can get anything" in the way of data that's needed.

Response: Thank you for the comments. The City in conjunction with applicable provider partners and OHCS are committed to capturing data to support ongoing efforts. Some revisions have been made in the AAP.

10. **Comment:** "COS" should be "City of Salem" (pages 18 and 26)
    Response: Thank you for the comment. Please see the document modification where is clearer to the reader that COS is referencing City of Salem.

11. Comment: The sentence, "The HNA indicates the need for an additional 6,400 housing units over the next 20 years" is not quite accurate. The 2015-2019 Con Plan quotes the Preliminary Draft HNA as finding a deficit of 6,400 housing units *for households earning less than $25K/yr* , based on data that is by now pretty old. The sentence would be less misleading if it were in the past tense and the phrase "over the next 20 years" was omitted ("indicated the need for an additional housing units for households earning less than $25K/year.")

    Response: Thank you for your comment. The HNA is not constant. It will change during the AAP year. However, the benchmark in the Plan was established in the 2015-2019 ConPlan.

12. Comment: Instead of listing Polk County (which pointedly chose not to participate in the implementation phase), the Cities of Monmouth and Independence should be listed as lead organizations, since they contributed financially to the implementation effort, and their managers sit on the policy/steering committee.

    Response: Thank you for your comment. West Salem is located in Polk County. The West Valley Housing Authority and Polk CDC, partners in addressing homelessness, are located in Polk County. Polk County is part of the ROCC and officials are recognized in the MWVHI Strategic Plan as Task Force Members.

13. **Comment:** This section contains incorrect information. At the April CSHC meeting, staff confirmed that Salem Housing Authority staff had provided corrections to this section.

Response: Thank you for your comment. Please see the first response addressing your comment.

14. **Comment:** The CSHC allocated CDBG and HOME funds totalling $2,680,540. The total of the figures in Table 4 come up $175,000 short. The total CDBG in row 3 should be $575,000, not $400,000. The same mistake appears to have been made in Table 7.

    Response: Thank you for your comment. The table shave been updated.

15. **Comment:** These two sentence are confusing and need to be reworded (e.g., "Should...revenues...vary from the planned amount, the increase or decrease will be shared proportionately across all projects").

    Response: Thank you for your comment. The wording is provided per HUD guidance.

16. **Comment:** The CSHC allocated CDBG and HOME funds totalling $2,680,540. The total CDBG in row 3 should be $575,000, not $400,000.

    Response: Thank you for your comment. Please see the modification in the AAP.

17. **Comment:** This program description stands out as having a very different tone from the other descriptions in this section, which sound factual and objective. All homelessness could be considered "circumstantial", and all programs could be said to be "dedicated" to moving their clients to "lasting self-sufficiency." So, unless the City knows for a fact that this program "advances a highly effective, sustainable and expandable service delivery", that language should be omitted.

    Response: Thank you for your comment. Your opinion is noted.

18. **Comment:** This section should describe primarily what the City is doing to help homeless individuals "make the transition to permanent housing" (the *next* question asks about programs helping low-income individuals and families "avoid" homelessness). The text should include examples of the programs designed to help homeless people "make the transition" (e.g., HRAP). NWHS Crisis & Info Hotline should be listed as an example of a program designed to help low-income individuals and families "avoid" homelessness.

    Response: Thank you for your comment. The HRAP program year-end report will be acknowledge in the CAPER. The Crisis & Info Line addresses distress from both persons who are seeking shelter and those seeking assistance to prevent homelessness.

19. **Comment:** The first sentence doesn't add anything, and the second sentence is questionable -- why is the City saying the issue will be addressed through programs focused on preventing homelessness? Some programs the City has funded are, but most aren't. The Con Plan and the City's recent Strategic Plan refer consistently to preventing and ending/eliminating homelessness together -- so if this language is not just a vestige from a previous plan, and the City intends to "focus" on preventing homelessness, it should explain where that focus came from.

    Response: Thank you for your comment. As noted in your comment, some programs prevent homelessness. Many do not know that providing utility assistance can prevent homelessness. For example if a housing choice voucher recipient's utilities are disconnected the unit no longer meets housing quality standards (HQS). This is an action that can result in loss of the rental subsidy necessary for the recipient to remain sheltered.

20. Comment: Building houses..."face ***s*** many challenges" (alternatively, "Efforts to build...face many challenges") and "elected official ***s*** "

    Non-profit ***s*** " and "Advocating ***for,***

    Response: Thank you for comment. The sentences have been revised.

21. Comment: This paragraph and the next two paragraphs are carryovers from prior AAPs and are too general to be informative. The "meetings of the local CoC collaborative" should be specified, as it's not clear what "local CoC collaborative" refers to. There are two references to the Salem Interfaith Hospitality Network (pages 49 and 56) that need to include its recent name change.

    Response: Thank you for your comment. We continue to work with the ROCC and local CoC lead agent.

Grantee SF-424's and Certification(s)

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application: / * If Revision, select appropriate letter(s):
☐ Preapplication	☒ New
☒ Application	☐ Continuation / * Other (Specify)
☐ Changed/Corrected Application	☐ Revision
* 3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a.	City of Salem
* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
93-6002249	079977534

d. Address:

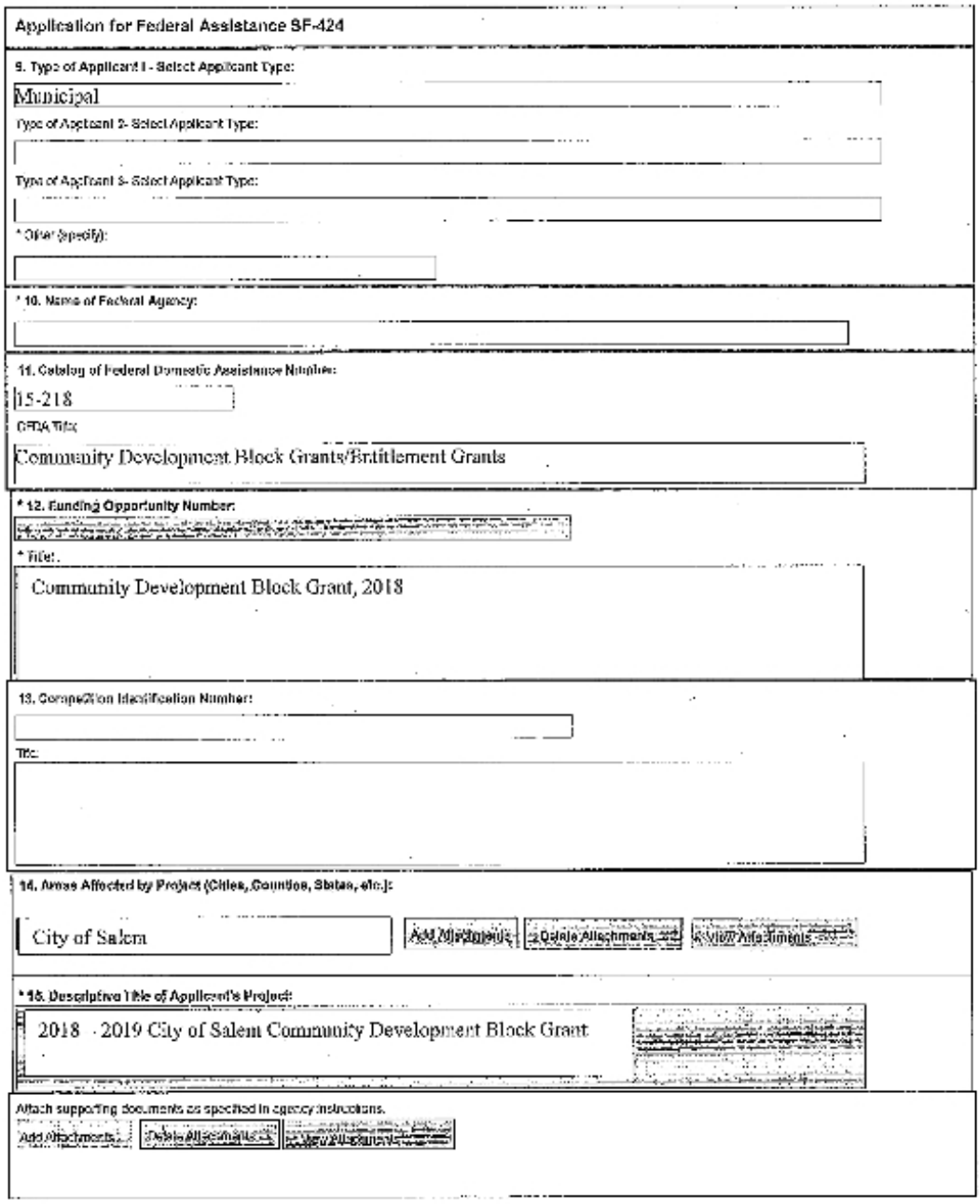
*	350 Commercial Street NE
Street 2:	
* City:	Salem
County/Parish:	Marion
* State:	Oregon
Province:	
* Country:	USA: UNITED STATES
* Zip /	97301

e. Organizational Unit:

Department Name:	Division Name:
Urban Development Department	Federal Programs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.
* First Name:	Shelly
Middle Name:	
* Last Name:	Bhenger
Suffix:	
Title:	Federal Programs Manager
Organizational Affiliation:	City of Salem
* Telephone Number:	(503) 540-2494
Fax Number:	(503) 589-2054
* Email:	sbhenger@cityofsalem.net



Application for Federal Assistance SF-424

9. Type of Applicant I - Select Applicant Type:

Municipal

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

15-218

CFDA Title:

Community Development Block Grants/Entitlement Grants

* 12. Funding Opportunity Number:

* Title:

Community Development Block Grant, 2018

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Salem

Add Attachment | Delete Attachments | View Attachments

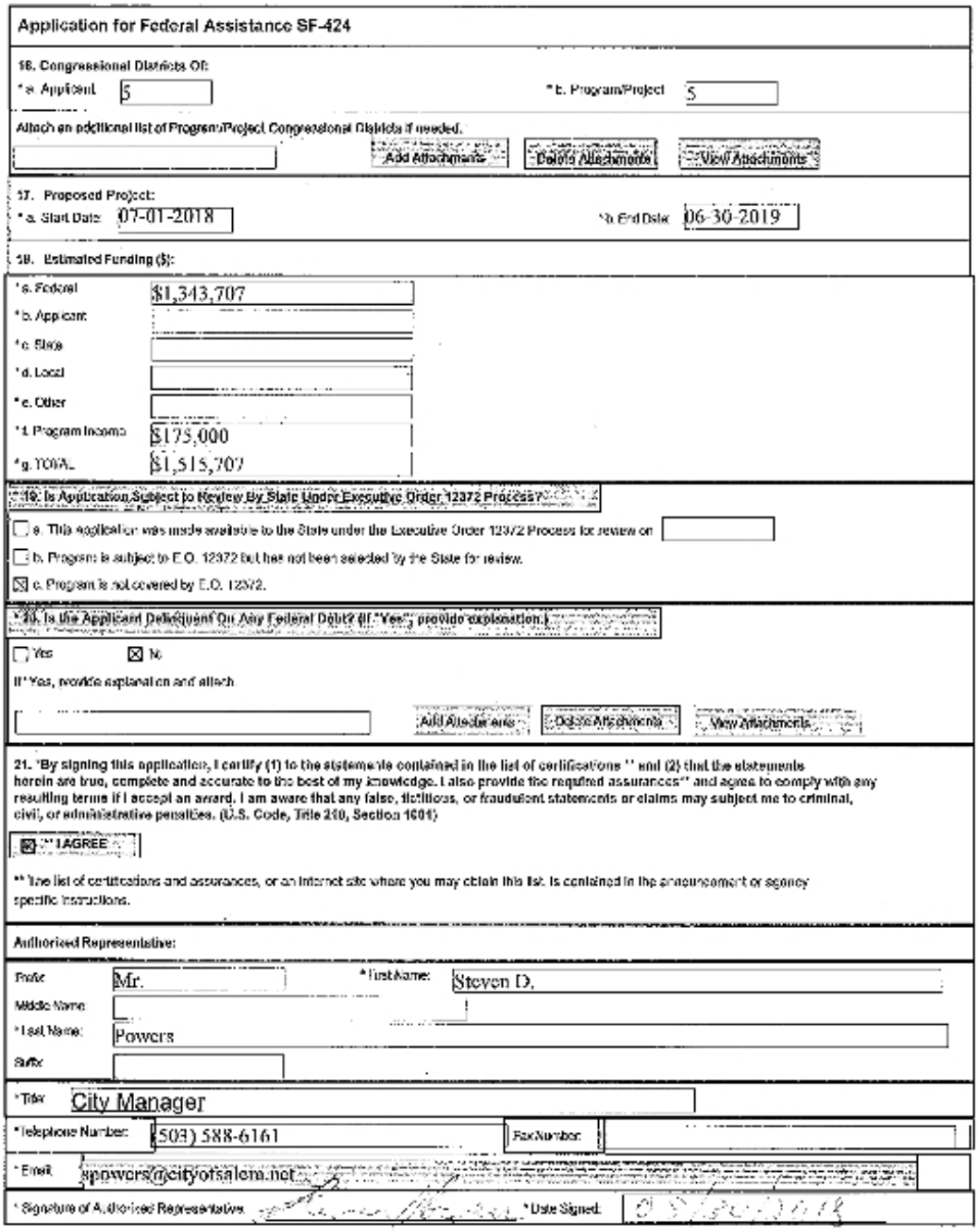
* 15. Descriptive Title of Applicant's Project:

2018 - 2019 City of Salem Community Development Block Grant

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

OMB Control No: 2506-0117 (exp. 06/30/2018)



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 5 * b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachments | Delete Attachments | View Attachments

17. Proposed Project:

* a. Start Date: 07-01-2018 * b. End Date: 06-30-2019

18. Estimated Funding ($):

* a. Federal	$1,343,707
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	$175,000
* g. TOTAL	$1,515,707

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachments | Delete Attachments | View Attachments

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix	Mr.
* First Name	Steven D.
Middle Name	
* Last Name	Powers
Suffix	
* Title	City Manager
* Telephone Number	(503) 588-6161
Fax Number	
* Email	spowers@cityofsalem.net
* Signature of Authorized Representative	
* Date Signed	

OMB Control No: 2506-0117 (exp. 06/30/2018)

OMB Number: 4040-0004
Expiration Date: 08/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application: * If Revision, select appropriate letter(s):
☐ Preapplication	☒ New
☒ Application	☐ Continuation * Other (Specify)
☐ Changed/Corrected Application	☐ Revision

* 3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a.	City of Salem
* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
93-6002249	079977534

d. Address:

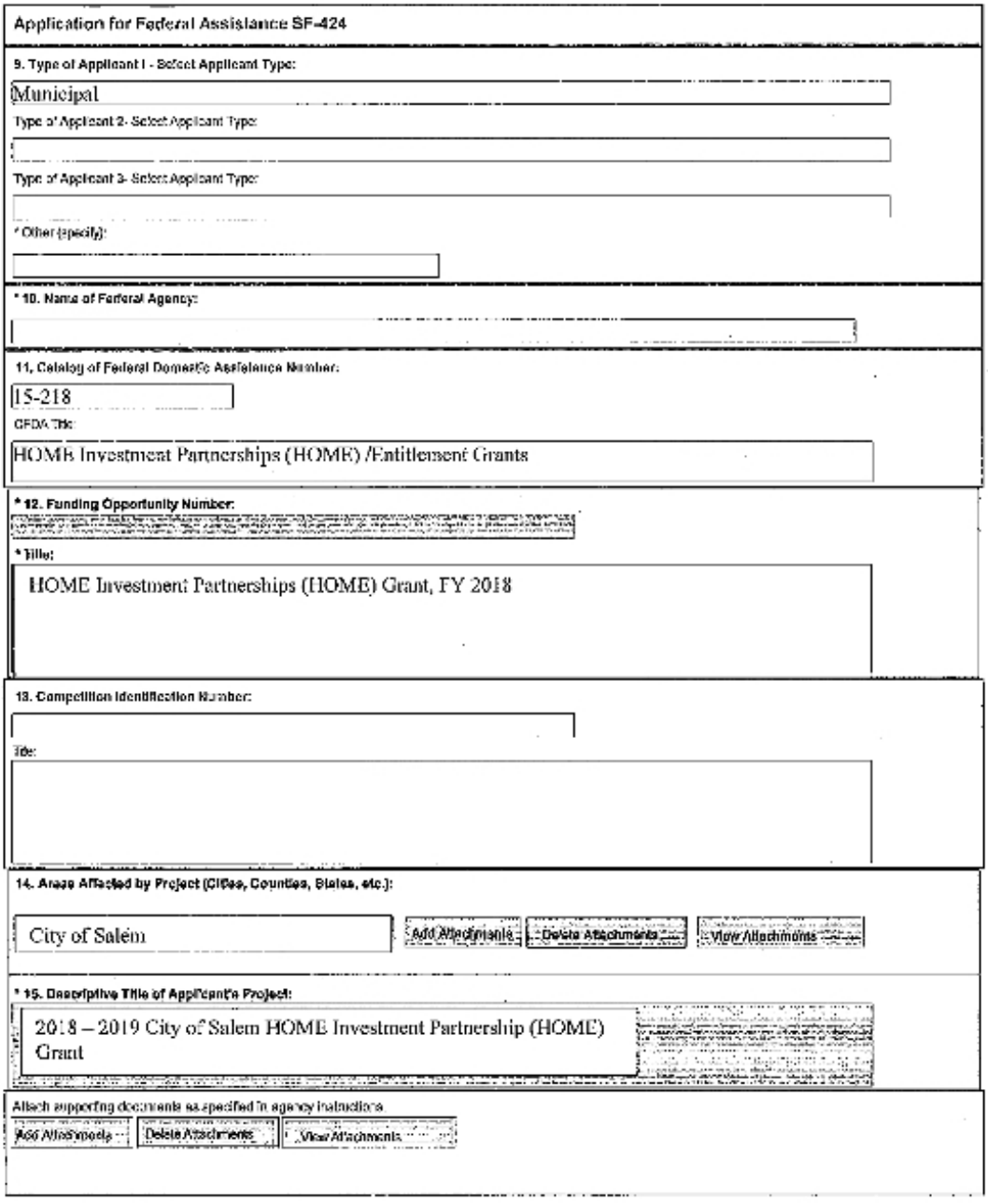
*	350 Commercial Street NE
Street2:	
* City:	Salem
County/Parish	Marion
* State:	Oregon
Province:	
* Country:	USA: UNITED STATES
* Zip/	97301

e. Organizational Unit:

Department Name:	Division Name:
Urban Development Department	Federal Programs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms. * First Name: Shelly
Middle Name:	
* Last Name:	Eheaper
Suffix:	
Title:	Federal Programs Manager
Organizational Affiliation:	City of Salem
* Telephone Number:	(503) 540-2494 Fax Number: (503) 589-2054
* Email:	sehenger@cityofsalem.net



Application for Federal Assistance SF-424

9. Type of Applicant 1 - Select Applicant Type:

Municipal

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

15-218

CFDA Title:

HOME Investment Partnerships (HOME) /Entitlement Grants

* 12. Funding Opportunity Number:

* Title:

HOME Investment Partnerships (HOME) Grant, FY 2018

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Salem

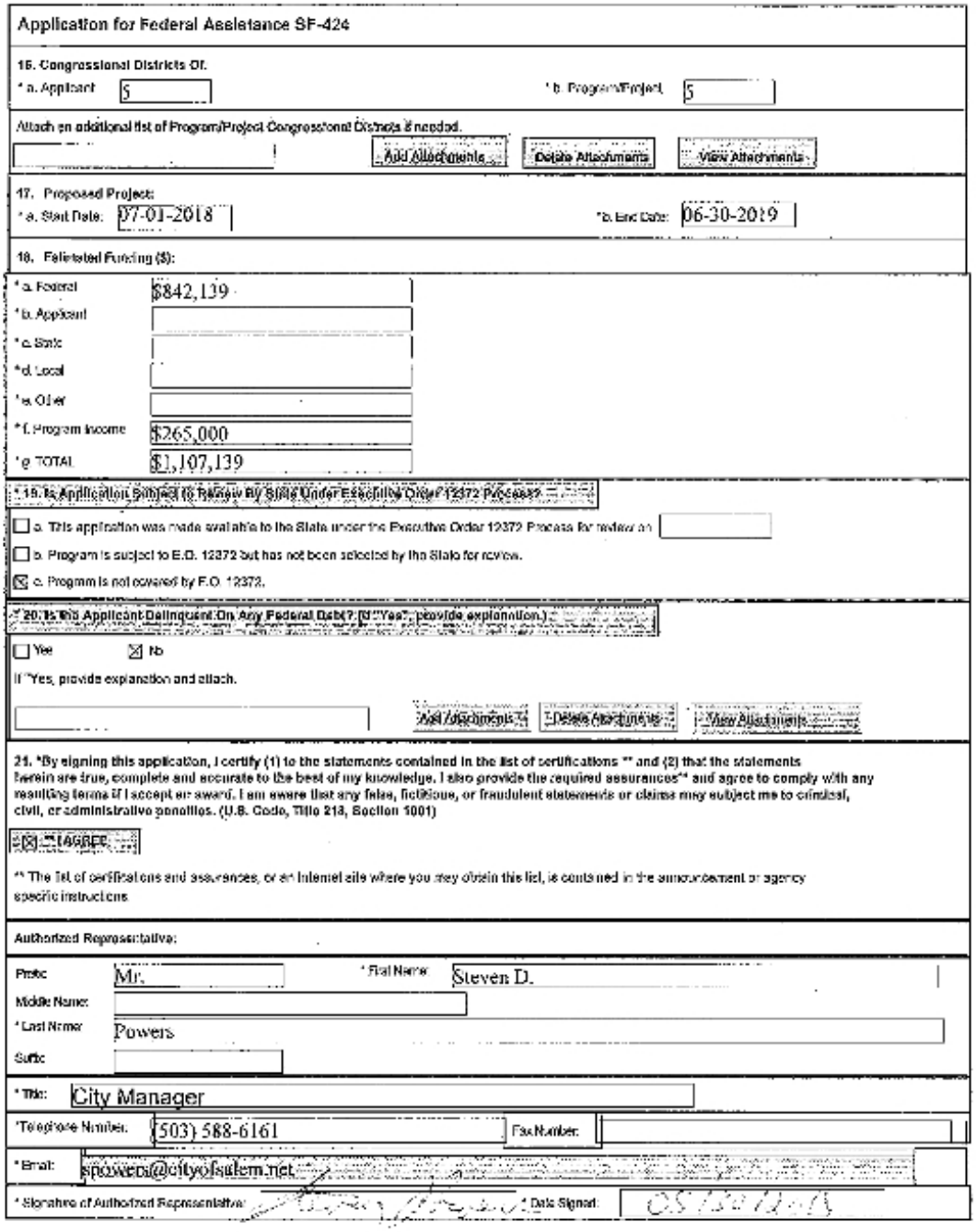
Add Attachments | Delete Attachments | View Attachments

* 15. Descriptive Title of Applicant's Project:

2018 – 2019 City of Salem HOME Investment Partnership (HOME) Grant

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 5 * b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachments | Delete Attachments | View Attachments

17. Proposed Project:

* a. Start Date: 07-01-2018 * b. End Date: 06-30-2019

18. Estimated Funding ($):

* a. Federal	$842,139
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	$265,000
* g. TOTAL	$1,107,139

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

If "Yes, provide explanation and attach.

Add Attachments | Delete Attachments | View Attachments

21. *By signing this application, I certify (1) to the statements contained in the list of certifications ** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix:	Mr.
* First Name:	Steven D.
Middle Name:	
* Last Name:	Powers
Suffix:	
* Title:	City Manager
* Telephone Number:	(503) 588-6161
Fax Number:	
* Email:	spowers@cityofsalem.net
* Signature of Authorized Representative:	
* Date Signed:	05/30/2018

CITY OF Salem
AT YOUR SERVICE

Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations; the City of Salem certifies that:

Affirmatively Further Fair Housing -- The City of Salem will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will continue to provide a drug free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

CITY OF Salem
AT YOUR SERVICE

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

10. It will require that the language of paragraph 1 and 2 of this anti lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG and HOME funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Steven D. Powers
City Manager

Date

City of Salem
555 Liberty St. SE
Salem, OR 97301
503.588.6161

CITY OF Salem
AT YOUR SERVICE

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015, 2016, and 2017 shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

    However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

    The City of Salem will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the City of Salem certifies that it lacks CDBG funds to cover the assessment.

CITY OF Salem
AT YOUR SERVICE

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

Steven D. Powers Date
City Manager

City of Salem
555 Liberty St. SE
Salem, OR 97301
503.588.6161

2018-2019

CITY OF Salem
AT YOUR SERVICE

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the City of Salem intends to provide tenant-based rental assistance:

The use of HOME funds for tenant based rental assistance is an essential element of the City of Salem's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Steven D. Powers
City Manager

Date

City of Salem
555 Liberty St. SE
Salem, OR 97301
503.588.6161

2018-2019

CITY OF Salem AT YOUR SERVICE

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Urban Development Department	350 Commercial St. NE	Salem	Marion	OR	97301
City Hall	555 Liberty St. SE	Salem	Marion	OR	97301

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled
Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

All "direct charge" employees;

All "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and

a. Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

Steven D. Powers
City Manager

Date

City of Salem
555 Liberty St. SE
Salem, OR 97301
503.588.6161

2014, 2015, 2016, and 2017 CDBG and HOME Program Amendment #1

Submitted for review as part of the 2018 Annual Action Plan Public Process

Introduction
This document contains information related to the proposed amendments to the 2014, 2015, 2016, and 2017 Community Development Block Grant (CDBG) and HOME Investment Partnership program Annual Action Plans. This is the first amendment to each of the previously approved plans.

An amendment is necessary to allow the change in use of Federal HUD funding as required by Title 24 of the Code of Federal Regulations (CFR), Section 91.505.

Purpose
The purpose of this amendment is to describe the City's proposed change in use for the program years 2014, 2015, 2016 and 2017 CDBG and HOME funds. The proposed amendments consist of:

(1) Deleting activities receiving funding and the activities were not carried out; and/or
(2) Reallocation of unspent funds from projects completed under budget or remains uncommitted or not previously described in an action plan.

Funds are being transferred to eligible activities that can be spent in a timely manner on projects, which are feasible, meet federal objectives and the priorities of low- to moderate-income residents in our jurisdiction.

Summary of Citizen Participation Process and consultation process
The Citizen Participation Plan provides for, and encourages, citizens to participate in the planning, development, implementation, and evaluation of the City Housing and Community Development plans and programs. The Citizen Participation Plan focuses on public involvement in the process of developing the City's Housing and Community Development Consolidated Plan (Consolidated Plan), Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). Substantial amendments to the Consolidated Plan and the Annual Action Plan go before citizens for evaluation and comments prior to City Council approval.

The Consolidated Plan relies on multiple planning efforts from a variety of sources to inform the allocations of the Consolidated Plan funds. Most important to this effort is the awareness that the HUD funds are part of a much larger funding picture for housing, human services, and community development in the City of Salem.

<u>Annual Plan Consultation Process</u>

- Public Meetings with Salem Urban Development, Community Services and Housing Commission (CSHC) – March 7 & April 11, 2018
- Public Comment Period – March 21 – April 20, 2018
- Public Comment with Federal Programs Staff – April 2, 2018
- Public Hearing – May 14, 2018

Summary of public comments

To be completed after the April 20, 2018 comment period ends.

Summary of comments or views not accepted and the reasons for not accepting them

To be completed after the April 20, 2018 comment period ends.

Project Selection

The Consolidated Plan addresses three objectives and three outcomes defined by HUD, through the Community Planning and Development performance measurement framework, to address the needs of the community. The following are the three performance objectives and three outcomes:

Objectives

- Decent Housing
- Suitable Living Environment
- Economic Opportunities

Outcomes

- Availability/Accessibility
- Affordability
- Sustainability

The Federal Programs Division utilizes the above objectives and outcomes to determine the eligibility of programs and projects submitted during the application process.

Available Funds

The City's CDBG Annual Action Plans include eligible activities to be funded during a specific program year. Fiscal year funding is to be expended on activities as described in the Annual Action Plan. Per the City's plans, unspent funds are to be reallocated to eligible initiatives following an application and review period. The following table lists the unspent funds to be reprogrammed by this amendment.

The funds that are being reprogrammed are included in the 2018 Annual Action Plan. They were proposed for funding by the Community Services and Housing Commission.

Action Plan Year / Program	Annual Action Plan Activity	Annual Action Plan Funding	Amendment Amount
2017 HOME	Jason Lee Manor, unallocated HOME award and allocated amount to CDBG Program	$290,345	$290,345
2017 HOME	Unallocated $116,768 awarded to CCSF for the St. Monica new construction project.	$191,770	$152,823
2017 HOME	Unallocated CHDO Operating awarded to CCSF	$30,000	$30,000
2016 CDBG	Community Lending Works, unallocated $75,000 for microenterprise and small business development	$75,000	$75,000
2015 CDBG	Unallocated project delivery	$199,805	$199,805
2014 CDBG	Unallocated award	$376,435	$376,435
Total Unspent	**Funds to be Reprogrammed**	**$1,021,210**	**$982,263**

Proposed Projects To Be Funded

2017 HOME: CHDO set-aside for Nueva Luz new construction project	$137,568
2017 HOME: Yaquina Hall Project supplemental allocation (balance from CDBG resources)	$148,200
2017 CDBG: Jason Lee Manor Phase III supplemental award for ongoing rehab of low-income units for seniors. Project is located in the City's NRSA. Project was awarded HOME funds. Project to be funded with CDBG resources.	$148,200
2017 CDBG: Yaquina Hall Project supplemental allocation	$503,048
TOTAL TO BE REALLOCATED AS OF MARCH 7, 2018	**$937,016**

The City's project delivery cost for the Jason Lee Manor project delivery is $**9,192**.

Should the proposed projects result in unspent, uncommitted funds this Amendment will be revised and presented again to the public, Community Services and Housing Commission and City Council for review and reconsideration.

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR

SUBJECT: CITY MANAGER EVALUATION

ISSUE

The City Manager's Employment Contract was previously extended to June 30, 2019 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2018 and the Council has determined Chris Eppley's performance is satisfactory.

The City Manager's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Manager satisfying this requirement.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

REGARDING EVALUATION OF CITY MANAGER

WHEREAS, the City Manager's Employment Contract states that a yearly performance review be conducted;

WHEREAS, the yearly performance review has been completed for the year ending June 30, 2018 and the Council has determined that Chris Eppley's performance is satisfactory;

WHEREAS, the Contract has a provision that the City Council express in writing any recommendations and observations;

WHEREAS, the Council wishes to authorize the Mayor to send a letter to Chris Eppley on behalf of the Council expressing that the requirement to provide written recommendations and observations has been satisfied;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to send a letter to Chris Eppley on behalf of the Council stating that the requirement to provide written recommendations and observations has been satisfied.

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

PASSED this _____ day of _____, 2018.
SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR

SUBJECT: CITY ATTORNEY EVALUATION

ISSUE

The City Attorney's Employment Contract was previously extended to June 30, 2019 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2018 and the Council has determined Shannon Johnson's performance is satisfactory.

The City Attorney's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Attorney satisfying this requirement.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

REGARDING EVALUATION OF CITY ATTORNEY

WHEREAS, the City Attorney's Employment Contract states that a yearly performance review be conducted;

WHEREAS, the yearly performance review has been completed for the year ending June 30, 2018 and the Council has determined that Shannon Johnson's performance is satisfactory;

WHEREAS, the Contract has a provision that the City Council express in writing any recommendations and observations;

WHEREAS, the Council wishes to authorize the Mayor to send a letter to Shannon Johnson on behalf of the Council expressing that the requirement to provide written recommendations and observations has been satisfied;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to send a letter to Shannon Johnson on behalf of the Council stating that the requirement to provide written recommendations and observations has been satisfied.

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

PASSED this _____ day of _____, 2018.
SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: June 18, 2018

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND CITY COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **BILL LAWYER**
PUBLIC WORKS DIRECTOR

SUBJECT: **KEIZER RAPIDS PARK PERMANENT RESTROOM FACILITIES**

DATE: **June 12, 2018**

BACKGROUND:

Staff solicited bids for the construction of permanent restroom facilities through a formal bidding process. Bids were received and opened on May 22nd 2018. A total of three bids were received and ranged from a high of $428,600.00 to a low of $360,489.00 with Ffosil Contracting & Management submitting the lowest bid.

This project is final part of the overall project the City received grant funding for from the Oregon Parks and Recreation Department. The other parts of the overall project are the Big Toy surfacing and the new asphalt pathways which have been completed.

FISCAL IMPACT:

Funds for this project are available in the City Council adopted FY 18-19 Park Improvement Fund budget and the FY 18-19 Park Services Fund.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with Ffosil Contracting & Management in the amount of $360,489.00 for the construction of the Keizer Rapids Park Permanent Restroom Facilities.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER INTO AN AGREEMENT WITH FFOSIL CONTRACTING AND MANAGEMENT FOR CONSTRUCTION OF KEIZER RAPIDS PARK RESTROOM FACILITIES

WHEREAS, the City received grant funding from the Oregon Parks and Recreation Department for the Big Toy surfacing, permanent restrooms, and a paved pathway;

WHEREAS, the City issued a request for bids for construction of the park restroom facilities and three bids for this project were received. Ffosil Contracting and Management submitted the low bid for a total amount of $360,489.00. The City Engineer has reviewed and certified the bids;

WHEREAS, a notice of intent to award the bids was sent to the bidders on June 12, 2018;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to award the contract to and enter into an agreement with Ffosil Contracting and Management for a total cost of $360,489.00 for construction of the Keizer Rapids Park restroom facilities. Funding for this project is from the 2018-2019 Park Improvement Fund and the 2018-2019 Park Services Fund.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

MINUTES
KEIZER CITY COUNCIL
Monday, June 4, 2018
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Clark called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:
Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Amy Ryan, Councilor
Laura Reid, Councilor
Roland Herrera, Councilor

Absent:
Bruce Anderson, Councilor

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works
John Teague, Police Chief
Tim Wood, Finance
Machell DePina, Human Resources
Tracy Davis, City Recorder

FLAG SALUTE Jared Kohler from Whiteaker Middle School led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS None

COMMITTEE REPORTS None

PUBLIC TESTIMONY None

PUBLIC HEARINGS City Manager Chris Eppley read his staff report.

a. Gyro Stop Liquor License Application

Mayor Clark opened the Public Hearing. Hearing no testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council recommend approval of the application for a liquor license for Gyro Stop under the guidelines as 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 Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

b. RESOLUTION – Declaring the City's Election to Receive State Revenues

Finance Director Tim Wood summarized his staff report and clarified that this does not include taxes from marijuana sales. He added that Keizer population is below 100,000 so the City is not required to provide the services but since it does provide them, that piece is included

Mayor Clark opened the Public Hearing. Hearing no testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Declaring the City's Election to Receive State Revenues. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

RESOLUTION – Certifying the City of Keizer Provides Four or More Municipal Services

Councilor Parsons moved that the Keizer City Council adopt a Resolution Certifying the City of Keizer Provides Four or More Municipal Services. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

c. RESOLUTION – Amending the Stormwater Utility Fee; Amending Resolution R2014-2504; Repealing R2017-2768

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood summarized his staff report noting that the increase is to cover the capital expenditures expected in the future.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Amending the Stormwater Utility Fee; Amending Resolution R2014-2504; Repealing R2017-2768. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

d. ORDINANCE – Setting Water Rates (2019); Repealing Ordinance No. 2017-770

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood summarized his staff report.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Setting Water Rates (2019); Repealing Ordinance No. 2017-770. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

e. RESOLUTION – Certification of Lighting District Assessments

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood summarized his staff report.

Hearing no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution - Certification of Lighting District Assessments. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

f. RESOLUTION – Adopting the FY 18-19 Budget, Making Appropriations, and Imposing and Categorizing Taxes

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood summarized his staff report. Mayor Clark and Councilors Herrera and Ryan expressed gratitude to the Budget Committee, staff, the Chair and Vice Chair, and the citizens of Keizer.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution – Adopting the FY 18-19 Budget, Making Appropriations, and Imposing and Categorizing Taxes. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

ADMINISTRATIVE ACTION

a. Municipal Judge Report – Councilor Check In

City Attorney Shannon Johnson summarized his staff report noting that Councilors Freeman and Reid were assigned the Municipal Judge evaluation this year. Councilors Freeman and Reid shared their evaluations of Judge Myers with both concluding that he was professional and an excellent municipal judge.

Mayor Clark appointed Councilors Ryan and Herrera to observe and evaluate the Municipal Judge sometime between now and the next year.

b. Request for Council Direction on Updates to City Marijuana

Community Development Director Nate Brown summarized his staff report noting that with the changing laws over the past few years there have been multiple amendments to the marijuana related ordinances. Staff feels it would be prudent for Council to establish a uniform ordinance consolidating the amendments, combining the medical and recreational ordinances, and deleting duplicate processes. Lengthy discussion

Ordinances

followed regarding background checks, selling marijuana to minors, marijuana in high schools, and the importance of educating the public on the dangers of usage.

Mayor Clark summarized that Council would like to move forward with combining the medical and recreational marijuana ordinances to be more streamlined and to remove the City background checks and instead rely on the background checks done by the OLCC.

Further discussion took place regarding the city regulation related to signage restrictions, persons convicted of a felony or a drug related crime being allowed to work in the establishment, and monitoring the accounting system of the establishment.

Council agreed by consensus to eliminate the accounting system and record retention requirements because they are handled through the State.

Lengthy discussion followed regarding complying with Supreme Court sign regulations and requiring warning signs on the premises. Staff indicated that they would come up with options for Council.

CONSENT CALENDAR

a. RESOLUTION – Authorizing the City Manager to Purchase a 2018 BMW R1200RTW-P Motorcycle for Police Department
b. RESOLUTION – Authorizing the City Manager to Purchase Three Ford K8A AWS Police Interceptor Utility Vehicles for Police Department
c. RESOLUTION – Authorizing the City Manager to Purchase 2019 Ford F-550 for Public Works Department and Authorizing Disposition of Surplus Property
d. Approval of May 21, 2018 City Council Regular Session Minutes

Councilor Parsons moved for approval of the Consent Calendar. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera and Ryan (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Anderson (1)

COUNCIL LIAISON REPORTS

Councilor Ryan announced that she is a Board member of Court Appointed Special Advocates (CASA) and 15 new volunteers were sworn in recently. She urged others to volunteer.

Councilor Freeman reported that she had attended the McNary Booster auction and announced dates for upcoming Planning Commission and Personnel Policy Committee meetings and the Marion County Commissioner Breakfast. She reviewed volunteer openings and reminded everyone that the West Keizer Neighborhood Association does not meet during the summer.

Councilor Reid noted that she had attended Senior Awards night and announced the orchestra and choir concerts, graduation, and Southeast Keizer Neighborhood Association and Stormwater Advisory Committee meetings.

Councilor Parsons announced that she had attended the Greater Gubser Neighborhood Association meeting and that they would not meet again until September. Upcoming meetings are Personnel Policy and Traffic Safety/Bikeways/ Pedestrian committees and the Marion County Commissioners Breakfast.

Councilor Herrera thanked Councilors Parsons and Reid for their help and reported on Kennedy Academy of Leadership events and the McNary Booster fundraiser. He will be speaking at the Central High School graduation in Independence. He announced that June 14 is Flag Day.

Mayor Clark appointed Councilor Herrera to serve as the City liaison to Keizer United. She reviewed meetings she had attended: Salem-Keizer Area Transportation Study, Keizer Points of Interest, and Strategic Economic Development Corporation. Upcoming meetings/events include: Council of Governments, Mid-Willamette Area Commission on Transportation, Personnel Policy Committee, a meeting at the convention center regarding air service in Salem, League of Oregon Cities/ Association of Oregon Counties Affordable Housing Workshop, Volcanoes game, Commissioners Breakfast and LOC Board.

OTHER BUSINESS

Taken out of order. Public Works Director Bill Lawyer reported that Keizer sold water to Salem from May 26 to June 1 to alleviate lower water production being experienced in Salem. He explained efforts that were made to provide citizens throughout the district with drinking water. Mayor Clark thanked staff, citizens, businesses and the Chamber for their efforts during this event. She shared a thank-you email from the Salem's Mayor Powers and a Salem resident. Mr. Lawyer also thanked the Keizer CERT group for their assistance. Councilor Herrera thanked Nigel Guisinger at Willamette Valley Appliance for his efforts.

Chief Teague announced that there were some people target practicing across the river who inadvertently fired a number of rounds into Keizer. One round went into a home. Polk County was called and they made four arrests. Mayor Clark indicated that she had been in contact with Polk County Commissioner Pope regarding remedying this issue.

Mr. Lawyer reported that the debris at the Keizer Rapids Park orchard was burned without a problem. He thanked some of the volunteers who assisted with the project: Mark Caillier, Garry Whalen, John Blake, Gary Dietz, Matt Lawyer and Tom Tomczack.

Continued at end of meeting: Chief Teague announced that Blast Camp registration is full.

Bill Lawyer provided an update on the Dearborn Bridge and Meadows play structure projects and noted that the screen wall and open space improvements for Area B of Keizer Station are currently out for bid.

Community Development Director Nate Brown announced the upcoming Planning Commission/Council Workshop to be held on June 13.

WRITTEN COMMUNICATIONS

Mayor Clark read a thank you note from Sean and Anna Zorn, owners of Café Yumm, thanking Council for the warm welcome to Keizer.

AGENDA INPUT

June 11, 2018: 5:45 p.m. – City Council Work Session - Cancelled

June 18, 2018: 7:00 p.m. City Council Regular Session

July 2, 2018: 7:00 p.m. City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:50 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 – Amy Ryan

Councilor #3 – Marlene Parsons

~ Absent ~

Councilor #6 – Bruce Anderson

Minutes approved:_____

Written Communications/Testimony and Submitted Documents

ADVERTISE MENT

CITY OFFICIALS NEED TO PROTECT

Posted by Admin | Jun 15, 2018 | Letters, Opinions | 0 |

To the Editor:

Bullets continue to fly across the Willamette River, this time on June 2 into a home on the river and barely missing the resident.

This, after an incident last Sept. 10 when a hail of bullets sent park-goers running for their lives from Sunset Park and just recently I learned of another occurrence about two years ago in the same neighborhood.

After the Sunset Park incident the West Keizer Neighborhood Association (WKNA) took our concerns to the city. The WKNA Board and numerous neighbors appeared before the mayor, city council and city staff several times, asking that something be done.

Letters were written to the mayor, councilors and staff including the Keizer Police Department and the Marion and Polk County Commissioners alerting them to this public safety issue.

We learned that the bullets were coming from a shooting range in a rock quarry across the river. A sign was posted at the quarry alerting shooters that there were residential homes across the river.

Obviously this is not enough!

I am asking our city officials including the police department to do something....Isn't that your job? To protect your citizens?

This is a serious public safety issue—three incidents in four years!

Do not shrug your shoulders and claim it is out of your jurisdiction. We deserve better.

Carol Doerfler
Keizer

(The writer is president of the West Keizer Neighborhood Association.)

SHARE:

RATE:

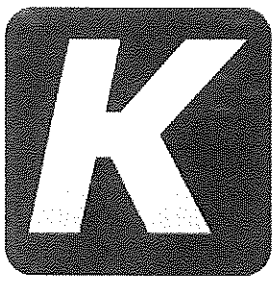
< PREVIOUS

Keep cats indoors

NEXT >

A serene morning shattered

ABOUT THE AUTHOR



Admin

letter read during public testimony 6-18-18

City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

June 13, 2018

VIA ELECTRONIC MAIL AND
REGULAR MAIL
lance@salemmobilemix.com

Lance Davis
PO Box 5135
Salem, OR 97304

Re: *West Salem Quarry Property Used as a Shooting Range*

Dear Mr. Davis:

This office represents the City of Keizer. I am writing to express the City's concern regarding use of the West Salem quarry property as a shooting range.

Last year, shots were fired from the quarry with the rounds striking a residential neighborhood in the City of Keizer. Fortunately no one was injured and there appeared to be no property damage. The police were unable to determine who had fired the shots and so no arrests were made.

After this incident, Lieutenant Andrew Copeland, Keizer Police Department, met with you twice and talked to you by phone. He expressed the City's concern regarding the use of the quarry property and you and he developed a plan by which informational signage would be placed and you would allow only close friends, family, or police officers on the premises to use the property as a shooting range.

The City appreciates your efforts in this regard. However on June 2, 2018 another incident occurred. Individuals using the quarry property as a shooting range discharged high-powered weapons and bullets again flew into the residential property in Keizer. At least one round hit a house and landed near the person inside.

This situation is unacceptable and dangerous. I cannot advise you legally, however I would have to believe that you and your company have some liability in this regard.

The City urges you to take all action necessary to immediately stop the use of your property as a shooting range. My concern is that any general preventative measures will not eliminate the risk that rounds fall into Keizer as long as the property is used as a range.

The lives of innocent people are at stake. We urge you to take the proper course of action and completely stop this dangerous use of your property immediately.

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

Yours truly,

E. Shannon Johnson
Keizer City Attorney
503-856-3432

ESJ/tmh
C: Mayor
City Councilors
City Manager
Chief John Teague
Lt. Andrew Copeland

Davis, Tracy

From: Cathy Clark
Sent: Monday, June 18, 2018 7:30 PM
To: Davis, Tracy; Amy Ryan; Kim Freeman; Laura Reid; Marlene Parsons; Roland Herrera; Bruce Anderson
Cc: Eppley, Christopher; Johnson, Shannon
Subject: FW: FW: Shootings on Rafael Ave - Homeowners at risk

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From: Rep Post [Rep.BillPost@oregonlegislature.gov]
Sent: Tuesday, June 12, 2018 12:55 PM
To: Jolene Kelley; Janet Carlson
Cc: Jason Myers; Jane Vetto; Cathy Clark
Subject: Re: FW: Shootings on Rafael Ave - Homeowners at risk

I hope this helps, I received this note this morning:

From: "Garton, Mark" <garton.mark@co.polk.or.us<mailto:garton.mark@co.polk.or.us>>
Date: June 12, 2018 at 10:02:15 AM PDT
To: Craig Pope <pope.craig@co.polk.or.us<mailto:pope.craig@co.polk.or.us>>
Subject: Re: Rock Quarry

I just wanted to let you know that I have spoken with Lance Davis, the owner of the rock quarry in West Salem where the errant round went into a house in Keizer. I asked him what his plans were to improve safety and he told me about this plans.

Lance has since put up signage in the shooting area (for the time being) indicating that shooting needs to be in an east/west direction and not north/south direction. He said he will be relocating shooting area and signage as soon as they create more birms and fencing, to make it all safer in a different direction. He said they are also going to install gate on the property to allow better control of who comes and goes as they have had random people drive down there and start shooting. He said he wants to limit who comes and goes, which isn't a bad idea. He is being proactive about making sure this type of thing doesn't happen again. But, with this incident, the folks who were shooting, did so in a place where they weren't supposed to shoot. Shooting can happen safely over there, they just need to do it in the right place.

I plan on following up with Lance in the next few days out at the quarry to see how things are progressing.

Representative Bill Post
House District 25
503-986-1425

From: Jolene Kelley <JKelley@co.marion.or.us>
Sent: Tuesday, June 12, 2018 12:06:12 PM

To: Janet Carlson; Rep Post
Cc: Jason Myers; Jane Vetto; Cathy Clark
Subject: Re: FW: Shootings on Rafael Ave - Homeowners at risk

Hi Janet,
This is a follow-up to our conversation yesterday regarding the shooting issue in Keizer. I've worked with code enforcement and the Sheriff's Office on this issue before and at that time found that county action was somewhat limited due to the provisions of ORS 166.170 and 166.171 (attached). State law seems to provide quite a bit leeway for target practice on private property.

In the most recent case of bullets traveling across the river into homes, my understanding is that the Polk County Sheriff's Office responded and cited (for reckless endangerment) four people at the range.

I too live in the neighborhood and regularly hear gunfire from the shooting range, although am not close enough that a bullet would enter my home, so I certainly understand the concern and frustration from neighbors on Rafael.

I know Marion County Legal Counsel is looking into potential options. In the meantime, let me know if you need anything from me.

Thanks,
Jolene

Jolene Kelley
Marion County | Public Information Officer
Email: jkelley@co.marion.or.us<mailto:jkelley@co.marion.or.us> | Desk: (503) 566-3937 | Mobile: (503) 932-1197
Facebook: facebook.com/MarionCountyBoard | Twitter: @MarionCo_Board

>>> Rep Post <Rep.BillPost@oregonlegislature.gov> 6/11/2018 9:03 AM >>>
Dear Jere,
Thank you for writing to Commissioner Carlson, but as she has mentioned, I am your representative in the Oregon Legislature.
I would echo what Mayor Cathy Clark has written and add this: this is very much a "local control" issue. As in Polk County (the location of the "range") and Marion County (the location of some of the stray bullets). I would hope that the Polk County Commissioners would look further into this. I am very aware of the situation as I don't live far from you and I hear the shots most of the time though I'm not close enough to be in the "line of fire". It is a problem and needs to be solved but not by the State of Oregon via the Legislature.
I believe Mayor Clark has done a great job of addressing our concerns as Keizer residents.
Again, because the "range" is in Polk County (and perhaps even within the City of Salem) I will urge both the Polk County Commissioners and the Salem City Council and Mayor to look further into this with the suggestions made by Mayor Clark.
I am very sorry about what's happened and I too seek a solution.
Thank you very much for writing,

Representative Bill Post
House District 25
503-986-1425

From: Janet Carlson <jcarlson@co.marion.or.us>
Sent: Sunday, June 10, 2018 8:11 PM
To: Jan Fritz; John Lattimer; Kevin Cameron; Sam Brentano; jere@jclancy.com
Cc: Jolene Kelley; Jason Myers; Jane Vetto; clarkc@keizer.org; Rep.billpost@state.or.us
Subject: Re: FW: Shootings on Rafael Ave - Homeowners at risk

Sheryl Kelsh wrote me a few days ago about the same issue. County legal counsel is looking into what options we have on the Marion County side. Rep. Bill Post is your elected representative to the state legislature. I have included him in this email. Will let you know soon what Marion County might be able to do!

Janet

Commissioner Janet Carlson, Ph.D.
Marion County, Oregon
555 Court Street NE
PO Box 14500
Salem, OR 97309-5036
503.588.5212 office
503.569.0376 cell
jcarlson@co.marion.or.us

>>> Jere Clancy 06/10/18 14:49 PM >>>

Dear Commissioners:

Last Sunday a residence on Rafael Dr. N., in Keizer, was struck by a bullet fired from a shooting range located on the Polk County side of the Willamette River. The bullet pierced the exterior wall of the house and was stopped by a Granite backsplash on the kitchen counter. The bullet then dropped onto the counter. The homeowner was standing at the counter at the time about two feet from where the bullet entered the house. No one was injured.

A similar incident occurred at the Sunset Park in Keizer last September and involved a series of bullets raining down on the park, which was occupied with people, and the houses in back of the park. In both cases the bullets were fired from a shooting range on the West side of the Willamette River, in Polk County.

I live at 1440 Rafael Dr N., on the river, three houses from the house that was hit, and I can hear loud and clear the firings of guns at the shooting range across the river on a regular basis. When I row my scull on the river it is not uncommon to hear bullets whizzing through the trees above me.

The Keizer City Council discussed the September incident last year and the outcome was to ask the owner of the shooting range to post a sign that directed its customers to not shoot towards Keizer---or something to that effect. Akin to asking drivers on I-5 to use the honor system to not exceed the speed limit.

I discussed this with the Keizer Police Chief, John Teague, and was told that neither he nor the city of Keizer could do anything to stop this deadly activity. He says he has no jurisdiction in Polk County. Mr. Teague said he viewed as a land use issue because it was a legal use of the property in Polk County and anyone affected by the shooting would have to file a civil complaint in Polk County. He said it was not in any way a problem for the city of Keizer. I asked him if it was his family that was living in the house that was hit and his wife was nearly shot would he still simply say there was nothing

he could do. He said that was an unfair question. I also asked him if the land use rights of a shooting range owner supercede my rights not to get shot while eating dinner. Again, this was not a fair question. He appears to not want to get involved in any way.

I view this as a public safety issue-not a land use issue. Mr. Teague seems to think there nothing legal that can be done short of making changes in the land use laws to not allow shooting ranges near houses. I disagree. This appears to me to be a political issue that will ultimately have to solved by politicians. Right now no politician in Keizer, Salem, Marion County or Polk County appears to want to do what is necessary to protect their citizens. As I recall, every elected official in the USA says the first duty of government is to protect its citizens. I guess Chief Teague would view our situation as living with acceptable risks.

My question to you, as Keizer's elected representative to the State Legislature, is this: Can you honestly say that there Is nothing you or our other elected representatives can do to protect private citizens from getting shot and killed in their own home. If this is truly the case then why were any of you elected. As I said to Chief Teague, would any of you tolerate this kind of dire situation at your private residence. Would you put your family at risk on a daily basis and tell them there is nothing than can be done?

My goal would be to immediately shut the shooting range down before one of our people in the surrounding area get shot and killed. The City of Keizer has a very clear obligation to protect its citizens from harm and if this means filing a lawsuit against the owner of the shooting range to stop this untenable situation immediately then do it. Remember, we are getting shot at and it matters not if it is inadvertent or on purpose. This cannot be allowed to continue until someone actually gets shot and killed.

As private citizens, we should not be required to take expensive measures to protect ourselves when we have already paid our taxes to the city and county to do this.

Would you please give me a call to discuss this tell me what you will do to eliminate this very urgent problem.

Thank you.

Jere Clancy
1440 Rafael Ave. N
Keizer, Or 97303
503-931-7525

****
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Submitted by
Sharon Gottfried
6-18-18

The Grass Hut II

Re: 2018 Keizer Iris Festival

Our Preparation

- To better prepare for the 2018 Keizer Iris Festival, The Grass Hut II handed out a flyer with each transaction from May 8th through May 19th.

- In addition, a flyer was posted on the outside front door and Sales Associates also submitted fliers to those shoppers that were not making any purchases.

- A sandwich board sign was placed each day on Cherry Ave at Alder and Cherry blockade stating "The Grass Hut II – OPEN. This was placed each morning and removed each night.

New Customers

Weekend prior to Iris Festival (Wed. – Sun.)

41

2018 Iris Festival Weekend (Wed. – Sun.)

18

Weekend following Iris Festival Weekend (Wed. – Sun.)

37

Throughout the event dates, The Grass Hut II received numerous phone calls each day asking if the store was open for business.

Sales

Third weekend in April (Wed. – Sun.)

$21,326

Weekend prior to Iris Festival (Wed. – Sun.)

$16,096

2018 Iris Festival Weekend (Wed. – Sun.)

$9979

Parking/Safety

Attended the Keizer Iris Fest Meeting in March, was informed that the street was closed at the Alder and Cherry Avenue intersection for the following reasons...

Safety

Handicap Parking

There were numerous issues with cars assuming everyone was turning onto Alder off of Cherry, this caused one known accident and a lot of near misses, having the sign blockage there was definitely a safety issue.

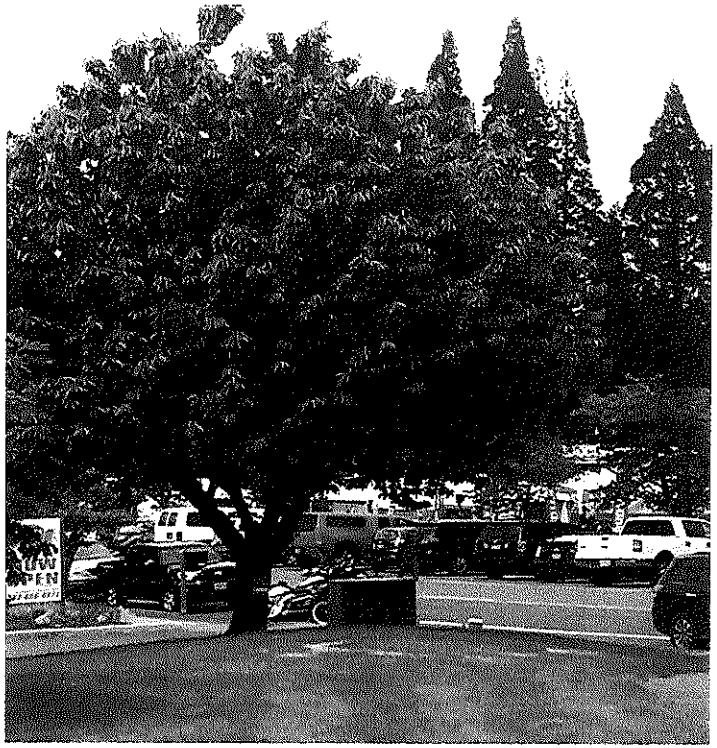
There was not one handicap parking sign in the area that was closed, in fact we seen many festival attendees pushing wheelchairs to and from the festival.

Does this comply with the American Disabilities Act?

Parking

Numerous parking.....

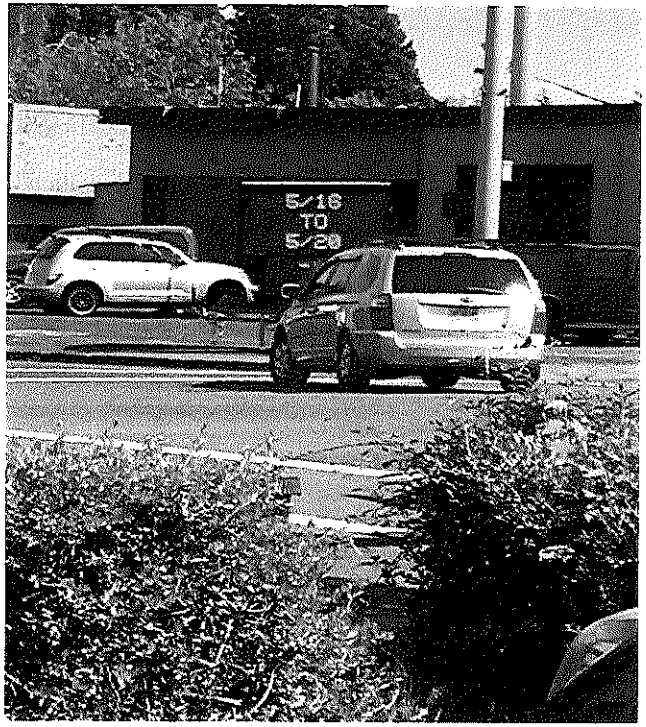
None for handicap!



River Rd & Manbrin Ave

ODOT signage placed at intersection says "Cherry Ave Closed"

This signage had a direct impact to our business



Losses

- Due to the road closure, staff had to be sent home early each day, this caused a loss of 24 hours in wages to employees.

- Estimated revenue that was lost to the City of Keizer (a 3% sales tax is collected and dispersed each month from each recreational transaction).

$244

- Estimated revenue that was lost to the State of Oregon (a 17% sales tax is collected and dispersed each month from each recreational transaction).

$1384

Estimated Losses

- The Grass Hut - $8100.00
  - City of Keizer - $243
- State of Oregon – $1377

Staff had a total loss of 24 hours
(being sent home early)
due to lack of business.

Closing

The Grass Hut II is hoping that for any and all future events that a mutual agreement can be made to ensure

"Business as usual during the annual event"

Thank you for your time!

Thank You

MIKE BETTY HART [hartmb30@msn.com]
Sent: Wednesday, June 13, 2018 3:20 PM
To: Cathy Clark

Madam Mayor,
Thank you so much for adjusting your Council meeting schedule so that the members of the City Council could attend the Keizer Fire District's reception honoring 70 Years of Service. We sincerely appreciate your support.
>
In working on this project, I have come to appreciate that the contributions of the volunteers over so many years. The exemplified the characteristics of Keizer's motto: Pride, Spirit, and Volunteerism.

Please pass our thanks along to the other members of the Council.

On behalf of the Keizer Fire District's Committee for 70 Years of Service
Betty Hart

Sent from Mail for Windows 10