

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, June 17, 2019
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. 2019-2020 Annual Action Plan – City of Salem Program Manager Shelly Ehenger
- b. Waiver of Community Center Rental Fee – Keizer Chamber Foundation Volunteer Board Training
- c. **RESOLUTION** – Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing R2018-2873
- d. Request for Allowance of Additional Dates at Keizer Rotary Amphitheatre

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the Finance Director to Sign Springbrook Order Form for Software Yearly Maintenance
- b. RESOLUTION – Authorizing the City Manager and Chief of Police to Sign Peer Court Intergovernmental Agreement
- c. RESOLUTION – Authorizing City Manager to Enter Into Intergovernmental Agreement with Salem-Keizer School District 24J (School Resource Officers)
- d. RESOLUTION – Certification of Delinquent Sewer Accounts
- e. Approval of June 3, 2019 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 1, 2019

7:00 p.m. City Council Regular Session

July 8, 2019

6:00 p.m. – City Council Work Session

July 15, 2019

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 17, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS
THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER
FROM: NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 2019-2020 ANNUAL ACTION PLAN

At the May 20, 2019 City Council meeting, Council asked to have the Program Manager, Shelly Ehenger, attend and discuss the program. Specifically, the questions asked were: How is Keizer's participation to occur, and how can Keizer be assured our citizens are served equitably? Ms. Ehenger will be present at tonight's meeting to present a presentation and answer any questions you may have. I have attached the draft 2019-2020 Annual Action Plan for your convenience.

RECOMMENDATION:

Review the matter and ask Ms. Ehenger any questions you may have. If you have no further questions, direct staff to send comments to the City of Salem, if any and to bring the final 2019-2020 Annual Action Plan back to the Council at its July 1, 2019 meeting for final adoption.

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

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement community with a population of over 160,000, the City of Salem receives annual funding from the following HUD programs: 1) Community Development Block Grant (CDBG) and 2) HOME Investment Partnerships (HOME). These programs are intended to benefit low- and moderate-income households in the jurisdictions of Salem and Keizer.

This Annual Action Plan is developed in accordance with the amended 2015-2019 Consolidated Plan, which identifies strategies, program priorities and targets for the allocation and use of CDBG and HOME.

The estimated 2019 funding allocations are detailed below:

- **Community Development Block Grant (CDBG): \$1,482,573**
- **HOME Investment Partnerships Program (HOME): \$1,265,949**

Total Available: \$2,748,522

Program income, reallocation of funds from canceled projects, and past project funding reduction are included in the total funding allocation. They will supplement the entitlement funds received by the City to complete projects. Program income is an additional source of funds generated in whole or in part by repayment of CDBG or HOME loan funds.

This Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development as the application for program year 2019 funds.

	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year: \$	Total: \$		
CDBG	public - federal	Admin, Planning & Monitoring Housing Expanded and Rehab Public Services Economic Development	1,307,573	175,000	0	1,482,573	0	Final ConPlan Year
HOME	public - federal	Admin, Planning & Monitoring Homeowner rehab Multifamily rental rehab TBRA Security Deposits CHDO Activity	750,949	275,000	240,000	1,265,949	0	Final ConPlan Year

2. Summarize the objectives and outcomes identified in the Plan

As of October 1, 2006, all HUD-funded activities must fit within the Outcome Performance Measurement Framework to provide standardized measurements nationwide. The framework consists of a matrix of three objectives (i.e., Decent Housing, Suitable Living Environment, and Economic Opportunity) and three outcomes (i.e., Availability/Accessibility, Affordability, and Sustainability).

Funds for the 2019 Program Year will be allocated among these objectives and outcomes. Please refer to the 2015 – 2019 Consolidated Plan for descriptions of the specific objectives and outcomes. Please also refer to sections AP-35 and AP-38 for detailed information on specific activities, including the amount of funds to be expended for each project or activity.

The City's Federal Programs staff utilizes the above objectives and outcomes to determine the eligibility of programs and projects submitted during the application eligibility process.

3. Evaluation of past performance

The City of Salem evaluates its performance annually on meeting the goals of the strategic plan and the action plan. The Consolidated Annual Performance & Evaluation Report (CAPER) is submitted to HUD 90 days after the close of the Consolidated Plan program year. The most recent past performance and evaluation reports can be found at: <https://www.cityofsalem.net/citydocuments/consolidated-annual-performance-and-evaluation-report-2017-2018.pdf>

4. 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 comment 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.

Annual Plan Consultation Process

- February 1, 2019 the City published a notice announcing the opening of the 2019-2020 application cycle. The notice included the funding priorities and timeline. The priorities and availability of the timeline were publicized in the Statesman Journal, on the City's website and other social media.

- The City hosted three application technical assistance workshops to assist potential applicants. Interested persons were encouraged to attend the sessions.
 - Tues., Feb. 5, 2019 at 10:30 a.m., City of Salem Urban Development Conference Room located at 350 Commercial St. NE, Salem, Ore.
 - Wed., Feb. 6, 2019 at 9 a.m., City of Salem Urban Development Conference Room located at 350 Commercial St. NE, Salem, Ore.
 - Mon., Feb. 11, 2019 at 3 p.m., City of Salem Urban Development Conference Room located at 350 Commercial St. NE, Salem, Ore.

Workshop training material was also made available at regularly held meetings of the housing and social service community: • Health and Housing Committee Meeting on Mon., Feb. 11 and Emergency Housing Network (EHN) on Feb. 14

- April 19, 2019 the City issued funding recommendations on website and to persons on the City's listserve.
- Advertised availability of the draft 2019 Annual Action Plan for public comment and the public hearing. Public Comment Period –April 20, 2019 – May 20, 2019
- Keizer City Council Public Hearing – TBD
- Salem City Council Public Hearing – May 28, 2019

5. Summary of public comments

TBD after Public Comment Period

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD after Public Comment Period

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 during the five year plan period.

The City issued an RFP for a consultant to assist staff in gathering data and community input for the 2020-2024 Consolidated Plan. The responses are currently under review. It is anticipated that the successful responder will be procured by June 30, 2019. The City will then embark on a multi-month community planning process to develop local priorities applicable to the conditions in the jurisdiction for the 2020-2024 AAP.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
Lead Agency	SALEM	
CDBG Administrator		City of Salem
HOME Administrator		City of Salem

Table 1 – Responsible Agencies

Annual Action Plan
2019

5

Narrative (optional)

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, the City awards funding through a 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.

The Federal Programs staff is housed in the City's Urban Development Department. Our mailing address is 350 Commercial Street NE, Salem, OR 97301. The Federal Programs staff may be reached by calling 503-588-6178; TTY 503-588-6370.

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 AAP relies on planning efforts conducted by the Mayors and Councils for both Salem and Keizer, 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.

- 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. City Council also formed the Downtown Homeless Solutions Task Force. The task force recommendations were reported back to the Council in January. Task Force information is located on the City's website: <https://www.cityofsalem.net/Pages/downtown-homeless-solutions-task-force.aspx>
- The City of Keizer is in the process of completing a Housing Needs Analysis. The City of Keizer is developing a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI). The project will provide information to the City about Keizer's housing market, provide a basis for updating the Housing Element and housing policies of Keizer's Comprehensive Land Use Plan, and will determine if the city has enough residential land to accommodate future projected population growth. The project will provide information about housing and socio-economic trends, inventory buildable residential land, and describe the need for new housing, and ultimately determine whether Keizer currently has enough land to meet identified housing needs. The HNA will provide a factual basis for understanding housing needs, particularly need for housing affordable for households of all income levels, and for developing policies to better meet Keizer's housing needs. Information about the Keizer HNA can be found at: <https://www.keizer.org/housing-needs-analysis-and-buildable-lands-inventory>
- The Mid-Willamette Homeless Initiative (MWHI) Strategic Plan (Strategic Plan) was adopted in February of 2017. The City of Salem has partially-funded a Program Coordinator position housed with the Mid-Willamette Valley Council of Governments to implement the Strategic Plan. The collaboration resulted in a Service and Resource Inventory Map, a Money Map based upon 2017-2018 information,

research on panhandling programs and an analysis of the Continuum of Care organizational structure. Homeless Initiative information can be found on the Mid-Willamette Valley Council of Governments (COG) website: <http://www.mwvcog.org/programs/homeless-initiative/>

- OHCS completed the Oregon Statewide Housing Plan – Breaking New Ground – City of Salem participated in the plan development. A summary can be found at this link: <https://www.oregon.gov/ohcs/DO/shp/SWHP-Executive-Summary.pdf>

The framework set by these initiatives helped serve as guides for the allocation of federal and local funds via this AAP.

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, developers and healthcare groups include participation in the Emergency Housing Network (EHN), Mid-Willamette Valley Health and Housing Work Group, and the Salem Keizer Collaboration. Additionally, staff has strengthen coordination between CDBG / HOME funding and the Salem Keizer School District.

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 is evaluating multifamily design standards and invited non-profits currently receiving CDBG/HOME funds to participate in the focus groups. The project goals are to provide greater flexibility in how multifamily design standards can be met and create new design standards for small multifamily housing projects. More information on the process can be found at: <https://www.cityofsalem.net/Pages/updating-multifamily-housing-design-requirements.aspx>.

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. The Urban Development Director is on the steering committee. The link to the plan is provided above.

The City of Salem continues to monitor projects that received both City of Salem federal funds and State of Oregon funding (LIFT, LIHTC, and 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.

City staff attend and participate in the Mid-Willamette Valley Health and Housing Work Group. The purpose of the Work Group is to ensure accountability within our community as it pertains to the social determinants of health with regards to safe and suitable housing. Additional information regarding MWVHH can be found at: <https://mwvhealthandhousing.blogspot.com/>

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 City Federal Programs staff actively participate in the Continuum of Care (CoC) HMIS and Coordinated Entry workgroups. Monthly meetings are held to address policies and procedures for the member entities. Staff is also involved in the benchmarking of accomplishments and development of scoring for project funding.

In July 2011, members of the Mid-Valley Housing and Services Collaborative, the steering committee for the Salem/Marion/Polk CoC, voted unanimously to join the Rural Oregon Continuum of Care (ROCC), a “balance of state” CoC model, now comprised of 28 counties including Marion and Polk. The ROCC is administered by Community Action Partners of Oregon and has two designated staff.

The rationale for joining the ROCC included concerns about increasing federal expectations for data collection and reporting, a hope that the Marion-Polk region would become more successful to compete for “bonus” dollars, and assurances from the ROCC that the Marion-Polk region’s projects would be held harmless in the first year and would be supported to be successful in future years. Since 2011, homelessness has become

a more prominent community issue, with increasing numbers of visible homeless people and expectations from constituents that cities and counties invest in strategies that “fix the problem.”

An issue brief was prepared to examine policy questions relating to whether or not the region should withdraw from the ROCC and re-establish its own CoC. The results of this research and recommendations will be presented to the Salem City Council at a work session scheduled for April 22, 2019. The City of Keizer will also review this policy question.

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 City is working with MWVCAA to ensure that the ESG resources align with previously mentioned community efforts to address homelessness. To that end street outreach, expansion of the day resource center and homelessness prevention and rapid rehousing, emergency shelter facilities, warming center network and coordinated entry assessments that the jurisdiction worked with MWVCAA to develop standards, policies and procedures.

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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 TBRA program was awarded funding. This is also CoC funded organization.
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 an application for funding. The Housing Assistance Program provides one-time subsistence payments to families in crisis for rent.
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?	In 2018 SHA submitted both HOME and CDBG applications for Yaquina Hall rehabilitation of affordable rental housing. The project is expected to be completed in 2020. 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.
7	Agency/Group/Organization	Micro-Enterprise 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.

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 general funds 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?	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?	NEDOC and Northwest Housing Services are recognized as a Community Housing Development Organization (CHDO).
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 in 2018 for equipment to increase production and add jobs. This project was stalled and is included as a carryover project.
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. City staff provide input into the overlapping areas addressing homelessness and housing.
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.
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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 ConPlan 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). City staff participate in the annual Point in Time Count (PIT) led by MWVCAA.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Housing Needs Assessment	City of Salem City of Keizer	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.
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 Statewide Housing 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:

- Notifications in media outlets including English and Spanish publications
- Informational reports to the Emergency Housing Network and other community groups
- 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	Newspaper Ad	Non-targeted/broad community	The Public Notice was posted in the April 19, 2019 Statesman Journal for the comment period of April 20, 2019 – May 20, 2019.	TBD after comment period expires	TBD after comment period expires	
2	Public Hearing	Social Service and Housing Agencies	Salem Public Hearing to be held on May 28, 2019.	TBD after comment period expires	TBD after comment period expires	

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	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';	TBD after comment period expires	TBD after comment period expires	

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	Mailing to City of Salem Listserves	Non-targeted/broad community	A media release was issued to announce the comment period and public hearing information.	TBD after comment period expires	TBD after comment period expires	
5	Meeting Attendance	Minorities	Attended monthly meeting. Announced the public comment period. NAACP May, 2019.	TBD after comment period expires	TBD after comment period expires	
6	Public Hearing	Non-targeted/broad community	The Keizer City Council conducted a public hearing date TBD.	TBD after comment period expires	TBD after comment period expires	

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:

- Housing-New construction, rehabilitation for residential purposes, acquisition, lead-based paint testing, and mitigation
- Public Services-Job training and employment, health care, homeless services and substance abuse services
- Community Revitalization-Urban renewal activities and the removal of slums and blight
- Economic Development-Microenterprise, special economic development, financial assistance
- Community Facilities-Rehabilitation, construction, or acquisition of neighborhood facilities

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

	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year: \$	Total: \$		
CDBG	public - federal	Admin, Planning & Monitoring Housing Public Services Economic Development	1,307,573	175,000	0	1,482,573		Final ConPlan Year
HOME	public - federal	Admin, Planning & Monitoring Homeowner rehab Multifamily rental rehab TBRA Security Deposits CHDO Activity	750,949	275,000	240,000	1,265,949		Final ConPlan Year

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.

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.

CDBG Match

CDBG funds will be leveraged with other sources of funds (ie. private, local government, non-profit, etc.) These funds are used to spur economic development for job creation and retention, address the affordable housing and public facilities needs via rehabilitation, reconstruction, relocation/temporary relocation, clearance for affordable housing, parks, public facilities and substantial rehabilitation.

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.

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: \$106,800	Jobs created/retained: Businesses assisted: 20 Businesses Assisted
2	End Homelessness-Public Service	2015	2019	Homeless	Salem Citywide	Emergency Shelters: Case Management and Facility	CDBG: \$90,000	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
3	End Homelessness-Subsistence Payments	2015	2019	Homeless	Salem Citywide	Homeless Prevention Subsidies/Subsistence Payments	CDBG: \$55,000 HOME: \$270,000	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	End Homelessness-TBRA and Transitional Housing	2015	2019	Homeless	Salem Citywide	Coordinated Access to Housing Security Deposit Warming Center Network	HOME: \$743,354 CDBG: \$77,386	Tenant-based rental assistance / Rapid Rehousing: 90 Households Assisted Security Deposits: 180 households assisted Warming Centers: 400 Persons Assisted
5	Expand Affordable Housing	2015	2019	Affordable Housing	Salem Citywide	Rehabilitation/Conversion Affordable Housing	CDBG: \$856,872	Household Housing Unit Rental units rehabilitated: 105 Household Units
6	Housing Development/Rehab/Expansion	2015	2019	Affordable Housing	Salem Citywide	Rehabilitation/Conversion Affordable Housing	HOME: \$223,354	CHDO Set-aside

Table 5 – Goals Summary

Goal Descriptions

1	Goal Name	Promote Economic Development
	Goal Description	The following program has been awarded funding under Economic Development: • MERIT - Microenterprise training and technical assistance
2	Goal Name	End Homelessness-Public Service
	Goal Description	The following programs have been awarded under End Homelessness- Public Service: Case management provided by the following: • Center for Hope and Safety (Case Management) • Women at the Well (Case Management)
3	Goal Name	End Homelessness-Subsistence Payments
	Goal Description	The following program has been awarded funding under End Homelessness-Subsistence Payments: • Congregations Helping People - Interim Housing (one-time rental assistance/Subsistence Payments)
4	Goal Name	End Homelessness-TBRA and Transitional Housing
	Goal Description	The following programs have been awarded funding under goal End Homelessness-TBRA and Housing Payments: • Salem Interfaith Hospitality Network - TBRA in conjunction with supportive services funded by CDBG • Salem Housing Authority – Security Deposits
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 2019-2020 Plan Year: • Salem Housing Authority-Yaquina Hall (rehabilitation of 50 affordable housing units) CDBG & HOME carryover allocation
6	Goal Name	Housing activities based upon CHDO designation
	Goal Description	CHDO Activity - TBD

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	End Homelessness
2	Expand Affordable Housing
3	Neighborhood Revitalization
4	Promote Economic Development
5	Administrative Costs

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Oregon has disproportionately large homeless populations. Oregon's general population represents 1.3 percent of the total U.S. population. By contrast, the state's homeless population is proportionately twice as large, reaching 2.6 percent of the U.S. total. The state's chronically homeless population represents 4.5 percent of U.S. total, and its unsheltered population is 4.6 percent of the national total.

High rents are to blame for the severity of the state's homelessness crisis. Economist John Quigley and Steven Raphael were among the first to demonstrate that housing affordability—rather than personal circumstances—is the key to predicting the relative severity of homelessness across the United States. They estimated that a 10.0 percent increase in rent leads to a 13.6 percent increase in the rate of homelessness. To afford a two-bedroom home in Salem, Oregon, you need a job paying at least \$21.26 an hour (\$43,370 a year), according to a new report from the National Low Income Housing Coalition. The average income of a Salem resident is \$11.37 per hour (\$23,201 a year).

Homelessness disproportionately affects many racial or ethnic minority groups. The African American share of the homeless population (6.0 percent) is more than three times their share of the general population (1.9 percent). Similarly, the share of homeless individuals who identify as American Indian/Alaskan Native is 3.5 times this group's representation in the general population, and the share of homeless individuals who identify as Native Hawaiian/Pacific Islander is 3.25 times this group's representation in the general population.

Housing instability affects many more children than conventional homeless counts would suggest. The U.S. Department of Housing and Urban Development (HUD) point-in-time (PIT) counts show about 2,500 children are experiencing homelessness in recent years. By contrast, the Oregon Department of Education (ODE) reports almost 22,000 in the 2017-18 school year. Homeless students under the ODE definition are those who lack a "fixed, regular, or adequate nighttime residence." This count includes sheltered and unsheltered students who are included in the HUD PIT definition but additionally extends to students who are doubled-up in shared housing, living in a hotel or motel, or who are unaccompanied by adults.

Major factors in AAP activities in Salem and Keizer include:

- The preliminary results from the 2019 PIT Count indicate that the number of persons experiencing homelessness in Salem has increased by as much as 20% in 12 months.
- A trend of charging "double-deposits" as well as first and last month rent has limited the number of formerly homeless individuals that can be rapidly re-housed.
- The current housing market with vacancy rates under 4% and escalating rents is causing displacement of low-income households especially seniors and persons with disabilities on fixed incomes.

- An increase in Veterans living unsheltered and experiencing mental health diagnosis.
- Housing units needed to address the crisis is calculated at over 20,000.
- Warming Centers for persons who are unsheltered is a matter of life and death.

AP-38 Project Summary

Project Summary Information

1	Promote Economic Development	Direct Assistance to Microenterprises Microenterprise Training and Technical Assistance	CDBG: \$106,800	Jobs created/retained: Businesses assisted: 20 Businesses Assisted
2	End Homelessness-Public Service	Emergency Shelters: Case Management and Facility	CDBG: \$90,000	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
3	End Homelessness-Subsistence Payments	Homeless Prevention Subsidies/Subsistence Payments	CDBG: \$55,000 HOME: \$270,000	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted
4	End Homelessness-TBRA and Transitional Housing	Coordinated Access to Housing Security Deposit Warming Center Network	HOME: \$670,000 CDBG: \$77,386	Tenant-based rental assistance / Rapid Rehousing: 90 Households Assisted Security Deposits: 180 households assisted Warming Centers: 400 Persons Assisted
5	Expand Affordable Housing	Rehabilitation/Conversion on Affordable Housing	CDBG: \$856,872	Household Housing Unit Rental units rehabilitated: 105 Household Units
6	Housing Development/Rehab/Expansion	Rehabilitation/Conversion on Affordable Housing	HOME: 223,354	CHDO set-aside

Funding	CDBG: \$296,515 HOME: \$102,595
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.

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 CDBG eligibility map can be found on the City's website at: <https://www.cityofsalem.net/federalprograms>.

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 Salem eligibility area can be found at <https://www.cityofsalem.net/federalprograms>. A map of Keizer's boundaries can be found at: <https://evogov.s3.amazonaws.com/media/60/media/16710.pdf>.

Table 7 - Geographic Distribution

Target Area	Percentage of Funds
Central Salem	
Salem / Keizer Citywide (HOME is eligible in Keizer)	95.5%
NRSA	4.5%

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 of Salem created a Neighborhood Revitalization Strategy Area (NRSA) in 2009. During the 2015-2019 Consolidated Planning period, the NRSA was renewed. Programs and projects submitting applications for funding within the NRSA are given additional points during the application scoring. The city of Salem continues to provide outreach and technical assistance regarding the NRSA and the

advantages of programs and projects within this area. For the 2019-2020 Plan Year, one project, MERIT has been awarded funding in the NRSA.

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.

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	2975
Non-Homeless	20
Special-Needs	
Total	2995

Table 9 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	90
The Production of New Units	0
Rehab of Existing Units	105
Acquisition of Existing Units	0
Total	195

Discussion

The numbers above represent the funding provided through the HOME and CDBG programs for rehabilitation of affordable housing units, conversion of non-housing units to affordable housing, and tenant-based rental assistance. These numbers do not reflect the additional funding through CDBG for interim housing assistance (subsistence payments) provided through Congregations Helping People.

AP-60 Public Housing – 91.220(h)

The Salem Housing Authority (SHA) owns and operates 245 public 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.

The quasi-governmental entity also own 392 non-federal, affordable housing units to meet needs of persons of low to moderate income. Over the next 18 months, SHA and its equity investors, will add an additional 80 units of affordable housing to its current portfolio.

SHA administers several rental voucher programs. A chart of the total allocation and currently issued is provided below:

<i>Voucher Type</i>	<i>Allocation</i>	<i>Total Issued as of March 2019</i>
<i>Regular Vouchers</i>	2,889	2,650
<i>Family Unification (FUP) SPRF</i>	19	8
<i>Family Unification (FUP)Vouchers</i>	100	80
<i>Veterans Administration Supportive Housing (VASH) Vouchers</i>	64	56
<i>Section 8 Mod Rehab</i>	36	24
<i>VASH Project Based Vouchers</i>	4	4
	3,112	2,822

SHA is under the umbrella of the City's Urban Development Department. This is the same City Department supporting the CDBG, HOME, Opportunity Zone and Urban Renewal Area (URA) resources.

Actions planned during the next year to address the needs to public housing

SHA will be revitalizing the public housing portfolio by participating in the Rental Assistance Demonstration Program (RAD). This national competitive initiative allows Public Housing properties to convert to long-term Section 8 rental assistance contracts. RAD is a central part of HUD's rental housing preservation strategy, which works to safeguard the long-term affordability of publicly subsidized properties by promoting capital improvements and cost

saving efficiencies.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Public Housing Resident Initiatives and Outreach

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's Meetings of Interest website.

SHA also provides 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, start/expand a small business, pursue a college degree or job training to get a better paying job. VIDA allows families to save a maximum amount of \$3000. If a family saves the maximum of \$3000 in their savings the family's savings is matched three to one. Meaning for every dollar the family saves, they get \$3 up to 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 PHA is not troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Reducing homelessness, ending chronic homelessness, providing temporary emergency services, diverting persons from shelter into stable housing and shortening shelter stays, and rapidly connecting to permanent housing for persons who fall into homelessness are the policy and programmatic priorities of Salem and Keizer.

These objectives are being advanced through a coordinated care approach with the following components:

1. Ongoing outreach and assessment of persons who are homeless.
2. Helping to meet emergency shelter needs of homeless persons and individuals with special needs.
3. Rapidly rehousing individuals and families into permanent housing through the HRAP program funded with general fund and administered by SHA.
4. Providing prevention services to individuals and families with low-income, especially those with extremely low incomes.
5. Regional collaborating with other jurisdictions via the Mid-Willamette Homeless Initiative and Salem Keizer Collaborative hosted by Salvation Army.
6. Strengthening existing partnerships and developing new collaborations with private and not-for-profit agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

During 2019, the jurisdiction will take a multipronged approach to reducing and ending homelessness, the goals include:

- Prevent people from becoming homeless.
- Consistent street outreach to provide services and information to unsheltered persons (food, clothes, pet resources, etc.), connect individuals with emergency shelter and/or housing options and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
- Rapidly move people into housing via HRAP.
- Educate and advocate to remove barriers.
- Increase income support and economic opportunities.
- Expand data collection.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The coordinated entry access points utilize the Vulnerability Index – Service Prioritization

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Decision Assistance Tool (VISPDAT) to assess and prioritize services for people who have the highest needs first and through this assessment, individuals and families are directed to the appropriate housing and support services solutions – transitional, rapid rehousing or permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

Specific projects and programs will provide emergency shelter and transitional housing to prevent low-income individuals, and families with children from becoming homeless. CDBG and HOME funds assist with emergency warming shelters and transitional housing needs of unsheltered persons. ARCHES recently received funding for expanding the Day Resource Center. At the Day Center persons can obtain information regarding HRAP and emergency shelter services available in the jurisdiction. Other expanded services include:

- Day Time Shelter
- Sack Lunches
- Hot Lunches
- Housing Assessments
- Resource Navigation
- Veteran's Services
- Mailboxes
- Laundry
- Showers
- Client Computers
- Limited Medical & Dental
- Telephone Access
- Classes/Support Groups
- Bus Passes
- Crisis Intervention
- Haircuts
- Clothing Closets
- Lockers
- ID & Birth Certificate support
- Health Screenings
- Social Security assistance
- Tenant Prep Education

WestCare Oregon will receive resources to improve a Veterans Transitional Housing facility to make it compliant with the Americans with Disability Act. Salem Interfaith Hospitality Network (SIHN) will receive funds to provide HOME Tenant Based Rental Assistance (TBRA) temporary rental housing assistance. SIHN networks with local churches provide sleeping facilities for the families until they can transition into permanent and independent housing. Congregations Helping People will receive funds to provide one-time crisis rent assistance, preventing the

need for emergency shelter and keeping families in their homes. Center for Hope and Safety will receive funds for domestic violence case management. Center for Hope and safety not only provides case management, they also provide shelter for survivors of domestic violence while they rebuild their lives.

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

Center for Hope and Safety will receive funding to provide case management to victims of Domestic Violence and Human Trafficking. Emergency housing assistance will be provided by Salem Interfaith Hospitality Network and Congregations Helping People which are funded with CDBG. St. Francis Shelter will receive funding for case management services for homeless families. Congregations Helping People will receive funding to provide utility support to those at risk of homelessness. Northwest Human Services will receive funding for the Crisis Hotline providing direct emergency assistance as needed by clients to remain housed.

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).

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 this is truly a crisis situation.

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:

The Analysis of Impediments to Fair Housing Choice, completed in 2014, summarizes barriers to affordable housing. The report is available at <https://www.cityofsalem.net/CityDocuments/analysis-of-impediments-to-fair-housing.pdf>. A more recent analysis is located in the Statewide Housing Plan.

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 and housing development as a City Strategic Plan goal.
- Revising the multifamily housing standards.
- 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.
- 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.

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

Housing affordability encompasses a large number of eligible activities under both the CDBG and HOME formula grant programs. These activities include the production of new housing units, rehabilitation of existing housing units, preservation of housing, and rental assistance for tenants. In order to ensure effective use of affordable housing funds, local market characteristics and the potential to leverage other sources of funds must be considered.

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.

Actions planned to foster and maintain affordable housing

As amended in 2018, the 2015-2019 Consolidated Plan, the first priority for the City is to Expand Affordable Housing. With CDBG and HOME funds several projects are in the development/redevelopment pipeline.

New construction of affordable housing - Willamette Neighborhood Housing Services (Nueva Luz);

Rehabilitation of housing – Salem Housing Authority (Yaquina Hall a project previously funded with CDBG dollars, and provided additional HOME and CDBG funding in 2019-2020); and

Fisher Road / Redwood Crossing – a project funded in 2019 with CDBG resources.

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 2019-2020, 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, and 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.

The single most significant impediment in the delivery system remains the lack of available funding to support community development, economic development and affordable housing projects. The City of Salem is trying to address this gap via more strategic targeting, data driven decision-making, and leveraging of resources.

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 2019-2020.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

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.

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.	95%

Annual Action Plan 2019	48
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**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.

Subrecipient 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 2019-2020 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.

2019-2020

Community Development Block Grant

Application Title	Agency	Funding Recommendation
CDBG – Non-Public Service		
Goal 1- Homelessness		
Veterans Housing - ADA Improvements/Facility Upgrades	WestCare	\$ 69,984
Goal 2 -Affordable Housing		
Fisher/Sizemore Apartments	Integrated Supports for Living	\$ 81,358
LMI Owner-Occupied Housing Rehabilitation	Polk CDC	\$ 180,530
Yaquina Rehabilitation	Salem Housing Authority	\$ 525,000
Goal 4 - Economic Development		
Microenterprise	MERIT	\$ 106,800
CDBG - Public Service		
Services for Victims of Domestic Violence	Center For Hope and Safety	\$ 90,000
Interim Rent and Deposit Support to Prevent homelessness	CHP	\$ 55,000
Warming Center Network	MWVCAA	\$ 77,386
Community Job Development for People with Disabilities	Garten Inc.	0
Family Case Management	Salem Interfaith Hospitality Network (SIHN)	0

2019-2020 HOME

Application Title	Agency	Award
TBRA Program	Salem Interfaith Hospitality Network (SIHN)	\$ 473,354
Security Deposit	Salem Housing Authority	\$ 270,000

2019-2020 General Fund

Application Title	Agency	Award
Crisis and Information Hotline	NWHS	\$ 121,300
Case Management	St. Francis Shelter	\$ 39,000
Grace House	Women at the Well	\$ 48,200
HOST Youth Center	NWHS	\$ 31,500
Emergency Food Procurement	MPFS	\$ 145,000
Utility Support	CHP	\$ 15,000
HOME	MWVCAA	\$ 0

2019-2020

Community Development Block Grant

Application Title	Agency	Funding Recommendation
CDBG – Non-Public Service		
Goal 1- Homelessness		
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Goal 4 - Economic Development		
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CDBG - Public Service		
Services for Victims of Domestic Violence	Center For Hope and Safety	\$ 90,000
Interim Rent and Deposit Support to Prevent homelessness	CHP	\$ 55,000
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Emergency Food Procurement	MPFS	\$ 145,000
Utility Support	CHP	\$ 15,000
HOME	MWVCAA	\$ 0

COUNCIL MEETING: June 17, 2019**AGENDA ITEM NUMBER:** _____**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS****FROM: CHRIS EPPLEY
CITY MANAGER****THROUGH: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER****SUBJECT: WAIVER OF COMMUNITY CENTER RENTAL FEE – THE KEIZER CHAMBER
FOUNDATION ANNUAL VOLUNTEER BOARD TRAINING****BACKGROUND:**

The Keizer Chamber Foundation is a 501(c)(3) organization who works in conjunction with the Keizer Chamber of Commerce. The mission of the Keizer Chamber Foundation is to provide cultural and educational opportunities, charitable services, and personal development programs to citizens of Keizer in order to build a stronger community. The Keizer Chamber Foundation has scheduled their annual Volunteer Board Training for Thursday, October 10, 2019. Information on this event and the programs currently being offered by the Keizer Chamber Foundation can be found in the attached letter from Lore Christopher.

The Keizer Chamber Foundation is asking for a waiver of the room rental fee and the security/cleaning deposit for this event. The room rental fee for use of the room for this event would be \$450 with a refundable security/cleaning deposit of \$750. The rental fee is based 6 hours of use (1-hour pre-event for set up, 4-hours for the event, and 1-hour post event) and includes a 25% discount for Keizer Citizens or any Keizer Based 501(c) organization. Staffing costs are included in the room rental fee.

As outlined in City of Keizer Resolution 2018-2932, the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by the Council. The City Council does not have the ability to waive the requirement for proof of general liability insurance.

In 2018, the City Council approved a waiver of the rental fee and the security/cleaning deposit for this event but charged for event staffing (\$120) and required a certificate of general liability insurance.

Options for Council Consideration for the Keizer Chamber Foundation Event:

1. Grant the request for a waiver of the room rental fee (including staffing costs) and the security/cleaning deposit.
2. Deny the request for a waiver of the room rental fee (including staffing costs) and the security/cleaning deposit.
3. Waive the room rental fee, security/cleaning deposit, but charge \$120 cost for event staff.
4. Any combination of a rental fee, deposit, or staffing costs as the City Council deems appropriate.

RECOMMENDATION:

Staff recommends the City Council discuss the request, consider the options presented, and then direct staff accordingly.

June 10, 2019

Chris and Tracy,

I am writing to request continuation of our partnership for local volunteer board training.

Our annual training is scheduled for October 10, 2019 from 5-9pm and includes a catered buffet dinner. We would like to continue to use the Keizer Community Center in exchange for any City of Keizer volunteer to attend the training free of charge. I think you had 11 attendees last year.

This year, the Keizer Community Foundation will be partnering with the Oregon Community Foundation to bring low cost grant training to local non-profits. We expect a larger crowd this year because of the OCF presenters. They also will promote the event statewide.

These are big time trainers that will provide information about how to apply and be successful getting an Oregon Community Fund grant. (KAA has won two in the past).

The cost is \$25.00 for one OR \$25.00 BOGO, but two people will have to register OR \$100 for the entire registered Board. The point of this annual training is to train as many local boards on all aspects of non-profit, volunteer, Board Management. The cost covers the cost of the dinner, the training is free.

This is the third year we have presented training and the Oregon Community Foundation has noticed us! That's why they are willing to partner with us as the expert trainers!

As a reminder, the Keizer Community Foundation currently manages has three community programs consistent with our Mission:

The Keizer Foundation was formed for the community good, working for the advancement of quality of life through: public arts, leadership, and community giving.

- **Keizer Klosets** - Keizer kids are in need. Some student Kloset "customers" are homeless, others are in need due to food insecurity or poverty. The Klosets provide needed food and basic clothing provisions at no cost or student identification. To date this program has helped hundreds of local, Keizer kids.
- **Keizer Public Art** - Art in public spaces plays a distinguishing role in our country's history and culture. It provides an intersection between past, present, and future. Public art matters because our communities gain cultural, social, and economic value through public art.
- **Keizer Leadership - Building Better Boards** - There are over 50 local, volunteer, non-profit boards currently working in Keizer. They are staffed by 7-9 volunteer board

members. The city of Keizer alone has almost 100 volunteer board members sitting on 14 advisory boards. Annual board training allows these and other board members an opportunity to learn about the awesome responsibility of being a non-profit board member.

I think our cost last year was approximately \$200.00 for security, so the questions are:

Is this date available and can we count on partnering again with the City of Keizer?

Thanks so much,

Lore Christopher

CITY COUNCIL MEETING: June 17, 2019

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 R2018-2873 on June 18, 2018 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 R2018-2873 and adopt the City of Salem’s 2019 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 R2019-_____

ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM
DEVELOPMENT CHARGE FOR WASTEWATER
TREATMENT FACILITIES; **REPEALING RESOLUTION
R2018-2873**

WHEREAS, the City Council adopted Resolution R2018-2873 on June 18,
2018 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 R2018-2873 and adopt the
City of Salem's 2019 sewer system development charge for wastewater treatment
facilities effective July 1, 2019;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that effective July
1, 2019 the sewer system development charges for wastewater treatment facilities on
properties with a ¾" meter or less set by the City of Salem are hereby adopted as
follows:

1	Sanitary Sewer Connection Fee	\$ 45.00
2	SDC-Sewer Reimbursement	\$ 45.00
3	SDC-Sewer Improvement	\$100.00
4	SDC-Sewer Compliance	\$113.00
5	Automation Surcharge	<u>\$ 5.00</u>
6	Total	\$308.00

7

8 BE IT FURTHER RESOLVED the Resolution R2018-2873 (Establishing the

9 Amount of the Sewer System Development Charge for Wastewater Treatment

10 Facilities) is hereby repealed in its entirety on July 1, 2019.

11 BE IT FURTHER RESOLVED that this Resolution shall take effect

12 immediately upon the date of its passage.

13 PASSED this _____ day of _____, 2019.

14

15 SIGNED this _____ day of _____, 2019.

16

17

18

19

Mayor

20

21

22

City Recorder

CITY COUNCIL MEETING: June 17, 2019

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: REQUEST FOR ALLOWANCE OF ADDITIONAL DATES AT
KEIZER ROTARY AMPHITHEATRE**

KRA LLC and the City entered into that certain Keizer Rotary Amphitheatre Management Agreement for City Sponsored Concert/Live Theatre/Movie Series on March 17, 2015. Section 3(A) of that agreement states that the City would sponsor no less than eight and no more than twelve concert/theatre/movie series each year without Council's approval. In addition, no more than eight of the dates may be on a Saturday. There are a total of sixteen events currently scheduled, with ten of the dates being on a Saturday. See attached list. Clint Holland (KRA) is requesting approval from the Council to allow two additional dates be on a Saturday and to add four additional concerts.

In addition, Mr. Holland is requesting two additional nights be allowed for movies. He does not know the exact dates or movies yet, but thought they he would try to schedule them in September.

This matter is before the Council to consider the request and determine if it is appropriate to allow additional Saturday concerts, to add additional concerts, and to add two movie nights. The KRA agreement specifies that the use fees are waived for the City sponsored series, but KRA shall pay the application fee and a refundable security deposit.

RECOMMENDATION:

The City Council needs to consider the matter and make a minute motion in connection with the request. Council may choose to allow two additional Saturday concerts and to add the requested events to the 2019 City sponsored series at the Keizer Rotary Amphitheatre, to deny the additional Saturday concerts, the four additional concerts, and

the two movie nights, of any combination it deems appropriate. If the Council wishes to stay consistent with previous actions, the motion would be to allow the additional events to be added to the free concert series, require only the application fee and deposit for the events. However, Council may choose to handle the fees in a different manner as it deems appropriate.

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

ESJ/tmh

KEIZER ROTARY AMPHITHEATER AT KEIZER RAPIDS PARK

FREE 2019 SUMMER CONCERT SERIES

JUNE 28
Abbey Road Live

JUNE 29
The Fam Jam

JULY 5
Hawaiian Luau

JULY 6
Joe Stoddard

JULY 13
Brady Goss

JULY 17 to 20
Keizer Homegrown
Theatre

JULY 27
Johnny Limbo
and The Lugnuts

AUG 2
Patrick Lamb

AUG 3
Ty Curtis

AUG 10
JFK

AUG 17
Syco Billy Band

AUG 24
Schwing

SEPT 7
Hope United

SEPT 14
Gabriel Cox

TITLE SPONSOR

Keizertimes

BEER, WINE & SPIRITS BY



Santiam Brewing Company
Salem, Oregon

SPONSORS

City of Keizer • Columbia Bank • Uptown Music • KSLM 104.3 FM
Keizer Vision Source • Willamette Valley Bank • Rich Duncan Construction
UPS Store • Salem Electric • Walsh & Associates • R Bauer Insurance
Focus Consulting • Highway Fuel • Rasmussen Spray Service • Santiam Brewing

GATES OPEN
5:00 pm

Please no outside food or
beverages. NO PETS allowed
inside the amphitheater.

SHOWS START
6:30 pm

FOR MORE INFO • 503-910-3232 • KRAORG.COM • 

CITY COUNCIL MEETING: June 17, 2019

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SPRINGBROOK HOLDING COMPANY, LLC FOR ANNUAL SOFTWARE MAINTENANCE

The City of Keizer utilizes Springbrook as its primary financial, payroll and utility billing software provider. Springbrook is requesting that the City enter into a formal agreement to provide annual software maintenance services for Fiscal Year 2019-20.

ISSUES AND FISCAL IMPACT:

The annual maintenance fee is \$26,411 and is included in the City of Keizer 2019-20 Adopted Budget.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution authorizing the Finance Director to enter into an agreement with Springbrook Holding Company, LLC for annual software maintenance services.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE FINANCE DIRECTOR TO SIGN
SPRINGBROOK ORDER FORM FOR SOFTWARE
YEARLY MAINTENANCE

WHEREAS, the City of Keizer has been utilizing a software program called Springbrook for
all general accounting functions since 1998;

WHEREAS, the Springbrook software program was updated in 2006;

WHEREAS, the Springbrook software program was updated again in 2011;

WHEREAS, yearly maintenance costs are needed to use the Springbrook software program;

WHEREAS, the yearly maintenance costs are included in the upcoming fiscal year budget;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is
hereby authorized to sign the Springbrook Software Maintenance Order Form as outlined on the
attached agreement.

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

PASSED this _____ day of _____, 2019.

SIGNED this _____ day of _____, 2019.

Mayor

City Recorder



KEIZER, OR - CITY OF – ORDER FORM

KEIZER, OR - CITY OF
05/10/2019

Springbrook Operations Team
operations@sprbrk.com

**KEIZER, OR - CITY OF – ORDER FORM**

<i>Product</i>	<i>Product Attributes</i>	<i>Amount</i>	<i>Comments</i>
Finance Suite	FST	\$11,638.00	
Utility Billing	CUB	\$7,952.00	
Payroll	PPR	\$4,082.00	
Postal Link/Certification	CPC	\$2,739.00	
		\$26,411.00	



KEIZER, OR - CITY OF – ORDER FORM

Order Detail	
General Information	
Customer Name	KEIZER, OR - CITY OF
Customer Contact	Tim Wood
Customer Address	930 Chemawa Rd NE, Keizer, OR 97303
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: https://accela.box.com/v/sprbrk-onpremise-terms .
Term(s):	1 st July 2019 to 30 th June 2020
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: - Software Licenses & Subscriptions start on the date of delivery by Springbrook; and - Maintenance, Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.
Order Duration	Unless otherwise specified in the Special Order Terms: - Any Software Licenses or Hardware are one-time, non-refundable purchases. - Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). - Fees for Recurring Services will be subject to an automatic annual increase by five percent (5%) of the prior year's Recurring Fees ("Standard Annual Price Increase").
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. - As applicable, Springbrook Holding Company, LLC shall replace any previously used Springbrook contracting entities as successor in interest of Springbrook. - As applicable, unless otherwise specified in this order form (e.g., as a result of the purchase of additional modules and/or conversion to SaaS, in each case to be agreed upon in writing between Springbrook and Customer), Customer shall have the same rights to Springbrook's Software based on Springbrook's new, consolidated SKUs that would otherwise exist as the result of a contract renewal between Springbrook and Customer.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this section.



KEIZER, OR - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Tim	Last Name	Wood
Title	Finance Director		
Phone Number	503-856-3413		
Email Address:	woodt@keizer.org		
Billing Address	930 Chemawa Rd NE, Keizer OR 97303		
Delivery Address			
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs.		
Special Invoicing Need			
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	KEIZER, OR - CITY OF
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	Finance Director
Name (Print) of Authorized Signatory	Doug Smith	Name (Print) of Authorized Signatory	Tim Wood
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.			PO# (If required):

SPRINGBROOK MASTER LICENSE AGREEMENT

This Master License Agreement ("MLA") is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 ("**Springbrook**") and Customer identified on the Order ("**Customer**").

Purchase or use of the Software (defined below) is subject to this Springbrook On-Premise Software License & Support Agreement (this "**Agreement**"). This Agreement shall become effective as of the last date of signature (the "Effective Date").

1. Software License

1.1. License Grant. The Springbrook software products ("Software") purchased by Customer under this Agreement, as listed in Customer's order form or a master agreement to which this Agreement is incorporated, are protected under the laws of the United States and the individual states and by international treaty provisions. Springbrook retains full ownership in the Springbrook Software and grants to Customer a nonexclusive, nontransferable, non-sublicensable right and license to use the Software for internal business purposes only and for the quantity of units as designated in the ordering document(s) use to purchase the Software ("Order Form"). Each Order Form will form part of this Agreement. The Software will be delivered or made available to Customer for electronic download from Springbrook's File Transfer Protocol ("FTP") site. For purposes hereof, the "License Term" begins on the date Springbrook delivers the Software license keys to the Customer and extends for the period specified in the applicable Order Form (unless earlier terminated in accordance with this Agreement). Customer is liable to Springbrook for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

1.2. Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not (and shall not permit any third party to):

- (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from software;
- (b) obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Software or any documentation related thereto;
- (c) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to Springbrook);
- (d) modify, adapt, translate or create derivative works based on all or any part of the Software;
- (e) use any third-party software provided with the Software other than the Software;
- (f) modify any proprietary rights notices that appear in the Software or components thereof;
- (g) use any Software in violation of any applicable laws and regulations; or
- (h) use the Software to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing,

spamming, denial-of-service attacks or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, or the Software or data contained therein, or (4) attempt to gain unauthorized access to the Software.

1.3. **Proprietary Rights** Springbrook shall retain all intellectual property rights in and to the Software and Documentation, and any improvements, design contributions, updates, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Software license, do not provide Customer with title to or ownership of the Software.

1.4. The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Springbrook may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse, retroactive to the date of non-compliance, based on Springbrook's (or its authorized partner's) then-current pricing. Any assessed costs for overuse will be due and payable by Customer upon assessment. Customer agrees that Springbrook's assessment of overuse costs pursuant to this section is not a waiver by Springbrook of any other remedies available to Springbrook in law and equity for Customer's unlicensed use of the Software.

1.5. Customer may choose to obtain products and services that are provided or supported by third parties ("Third-Party Services") for use with the Software. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer, and Springbrook assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third Party Services.

2. Maintenance and Support. "Support" is defined as Springbrook's obligations to respond to support requests as described in Exhibit A. "Maintenance" is defined as Springbrook's obligations related to error resolution, bug fixes, and the provision of Software updates and upgrades made generally commercially available to Springbrook in its sole discretion, as all described in Exhibit A ("Update"). All updates will be delivered or made available to Customer for electronic download from Springbrook's FTP site or via such other delivery method as agreed to by the Parties in writing. Subject to the Customer's payment of the fees set forth in the applicable Order Form(s), Springbrook will provide Maintenance and Support for the Software. For time-limited licenses of the Software (as set forth in the Order Form, "Term License"), the fees for Maintenance and Support are included in the fees for the Software. For Perpetual licenses, (i) Springbrook shall invoice Customer the applicable fees for Maintenance and Support ("Maintenance and Support Fees") upon execution of the Order Form, and (ii) subject to payment of the Maintenance and Support Fees, Springbrook will provide Support for the Maintenance and Support period set forth in the Order Form, as it may be renewed (the "Maintenance and Support Term"). If Maintenance and Support terminates with respect to any perpetual licenses and the Customer is in good standing under this Agreement, the Customer may reinstate Maintenance and Support on payment of the cumulative Maintenance and Support Fees applicable for the period during which Maintenance and Support lapsed,

plus Maintenance and Support Fees for the reinstated Maintenance and Support Term. Notwithstanding anything herein to the contrary, if Customer receives Support from an authorized partner of Springbrook ("Partner"), then the support terms agreed upon by Customer and such Partner shall govern in lieu of those set forth in Exhibit A, and Springbrook shall have no support obligations to Customer.

2.1. Support Commitment. Springbrook will commence and complete the Support Services described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Springbrook's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications, available at <https://accela.box.com/v/sprbrk-software-specs> (which URL and content may be updated by Springbrook from time to time) ("Specifications"). Springbrook may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be repair or replacement, as determined by Springbrook

2.2. Additional Costs. Among other things, Springbrook will bill Customer on an hourly basis for the following services;

- (a) Support or Maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Customer;
- (b) Support and Maintenance services associated with applications not purchased by Customer from Springbrook, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Agreement;
- (d) Support and maintenance services necessitated by Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Software and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and Maintenance associated with Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Customer's creation or modification of data in Springbrook's database except through the appropriate use of Springbrook Software;
- (g) Costs associated with Customer's own actions to integrate Springbrook Software with applications or services not purchased from Springbrook;
- (h) Costs associated with Customer's failure to meet the terms and conditions of Section 2 of this Agreement;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Customer in cases where Springbrook has requested but Customer has denied remote access into a user workstation or the server housing Springbrook's Software; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Agreement.

3. Payment Terms

3.1. Pricing. Customer will be invoiced for those amounts and at those prices set forth in an Order Form (an "Invoice"). Fees do not include any customization of the Software (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Software is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Springbrook regarding future functionality or features.

3.2. **Payments.** Customer shall pay Invoices within thirty (30) days of the invoice date (the "Invoice Due Date"). All payment obligations are non-cancelable and all amounts paid are non-refundable, except for amounts paid in error that are not actually due under this Agreement. The fees paid by Customer are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on Springbrook's income. Springbrook shall have no responsibility for any Invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the Invoice Due Date at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lesser. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by Springbrook, Customer will obtain and furnish to Springbrook tax receipts or other certificates issued by the competent taxation office showing the payments of the withholding tax within a reasonable time after payment. Following notice, Springbrook shall be entitled to suspend Customer's access to the Software if payments are not received within thirty (30) days of the Invoice Due Date. Maintenance and Support Fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Maintenance and Support Fees ("Standard Annual Price Increase"). Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Partner, then the payment terms agreed by Customer and such Partner shall govern to the extent anything in this Section 3 conflicts with such Partner payment terms.

4. Confidentiality

4.1. **Definitions.** "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information.

4.2. Notwithstanding the foregoing, the following specific classes of information are not "Confidential Information" within the meaning of this Section: (a) information which is in Recipient's possession prior to disclosure by Disclosing Party; (b) information which is available to Recipient from a third party without violation of this MLA or Disclosing Party's intellectual property rights; (c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; (d) information which is subpoenaed by governmental or judicial authority; and (e) information subject to disclosure pursuant to a state's public records laws.

4.3. **Confidentiality Term.** The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MLA ("Confidentiality Term").

4.4. Confidentiality Obligations. During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.5. Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity

4.6. Publicity. During the term of this MLA, including the term of any amendment hereto, Springbrook may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Springbrook product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Springbrook web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Springbrook's products or services without Customer's prior written authorization.

5. Term and Termination

5.1. Term. The term of this Agreement begins on the Effective Date and will remain in effect until all Term Licenses (and Maintenance and Support Terms, if applicable) expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). Except as otherwise specified in the applicable Order Form, all Term Licenses (and/or Maintenance and Support Terms, if applicable) will automatically renew for additional Term License (and/or Maintenance and Support Term, if applicable) Periods equal to the expiring Term License (and/or Maintenance and Support Term, if applicable) Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Term License (and/or Maintenance and Support Term, if applicable) Period. This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder.

5.2. Termination. Springbrook or Customer may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Springbrook may immediately terminate this Agreement and/or Customer's license to the Software upon Customer's breach of Section 1.2. Either party may also terminate this Agreement upon written notice if the other party suspends payment of its debts or experiences any other insolvency or bankruptcy-type event.

5.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) with respect to Term Licenses, all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related documents within Customer's possession and control; (ii) with respect to perpetual licenses, these will survive termination of this Agreement unless Springbrook terminates the Agreement for Customer's breach of this Agreement in which case all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related documents within Customer's possession and control; and (iii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control.

5.4. Springbrook may terminate this Agreement in the event the Software and/or is phased out across Springbrook's customer base. In such event, Springbrook will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Springbrook generally-available offering with comparable functionality.

5.5. Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 2, 3, 4, 5, 6.3, 7, and 8, will survive any expiration or termination hereof.

6. Warranties

6.1. Limited Warranty. Springbrook warrants that during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Specifications for the applicable Software version. Springbrook's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Springbrook shall be required to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the Specifications, and if Springbrook is unable to materially restore such functionality within thirty (30) days from the date of written notice of such breach, Customer shall be entitled to terminate the license to the affected Software upon written notice and Springbrook shall promptly provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). Customer must notify Springbrook in writing of any warranty breaches within such warranty period, and Customer must have installed and configured the Software in accordance with the Specifications to be eligible for the foregoing remedy

6.2. Warranty of Non-infringement. Springbrook warrants that it has full power and authority to grant the Software license set out in Section 1.1 and that, as of the effective date of this Agreement, the Software does not infringe any existing intellectual property rights of any third party. If a third-party claims that the Software does infringe, Springbrook may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Springbrook will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

6.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL SOFTWARE AND MAINTENANCE AND SUPPORT ARE PROVIDED "AS IS" AND SPRINGBROOK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE

CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. SPRINGBROOK EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE OR MAINTENANCE AND SUPPORT OR THAT THE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

7. Mutual Indemnification

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's use of the Software or (ii) Customer has used the Software in a manner that violates this Agreement or applicable law.

7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Springbrook hereunder, infringes or misappropriates the intellectual property rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. In the event that the use of the Software is, or in Springbrook's sole opinion is likely to become, subject to such a claim, Springbrook's, at its option and expense, may (i) replace the applicable Software with functionally equivalent non-infringing technology, (ii) obtain a license for Customer's continued use of the applicable Software, or (iii) terminate the license and provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). The foregoing indemnification obligation of Springbrook will not apply: (i) if the Software is modified by Customer or its agent; (ii) if the Software is combined with other non-Springbrook products, applications, or processes, but solely to the extent the alleged infringement is caused by such combination; or (iii) to any unauthorized use of the Software. The foregoing shall be Customer's sole remedy with respect to any claim of infringement of third party intellectual property rights

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7.3, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (iii) give sole authority to the indemnifying party to defend or settle such claim.

8. LIMITATION OF LIABILITY. The limits below will not apply to the extent prohibited by applicable law.

8.1. IN NO EVENT WILL SPRINGBROOK'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD

PRECEDING THE INCIDENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY

8.2. NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SOFTWARE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

9. Other Terms and Conditions

9.1. Dispute Resolution This Agreement is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

9.2. Assignment Springbrook may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

9.3. Entire Agreement. This Agreement shall govern each Order Form, sales quotation, proposal, purchase order, or other ordering document that references this Agreement. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

9.4. Severability and Amendment If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

Exhibits Follow

EXHIBIT A
SPRINGBROOK SOFTWARE SUPPORT POLICY
(ON-PREMISE)

This Springbrook Support Policy ("Support Policy") is a policy governing the use of Springbrook software as service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between Springbrook Holding Company, LLC and its affiliates ("Springbrook", "us" or "we") and the purchaser of Springbrook's Service ("Customer"). This Support Policy may be updated from time to time by Springbrook in its sole discretion.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Springbrook's discretion. Springbrook is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Support Commitment

In support of the Services, Springbrook will provide Customer with the following first line support:

Telephone Support. Springbrook's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Springbrook's observed holidays.

Email Support. Springbrook provides an electronic mail address (help@sprbrk.com) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Springbrook during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Springbrook will make available to Customer certain archived client-side software updates and other technical information in Springbrook's online support databases. This Online Support will be continuously available to Customers.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is supplied by Springbrook, Springbrook disclaims all support obligations for such third-party software, unless expressly specified by Springbrook in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of Springbrook's regular business hours stated above; (c) Support necessitated by external factors outside of Springbrook's reasonable control, including any force majeure event or Internet access or related problems.

EXHIBIT B
RESPONSE AND RESOLUTION GOALS

Critical

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Springbrook begins continuous work on the case. Springbrook will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

High

Definition. System or application is affected and there is no workaround available or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

Medium

Definition. System or application feature is non-functional and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

Low

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours.

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

EXHIBIT C
ORDER FORM(S)

(Please attach to the Order Form(s) attached)

CITY COUNCIL MEETING: June 17, 2019

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 MARION COUNTY FOR PEER COURT*

The Peer Court Intergovernmental Agreement with Marion County Juvenile Department has not been before the City Council for many years. In 2007, the Council adopted a Resolution authorizing the City Manager and others to sign the agreement so long as the funding was confirmed and budgeted.

Previously, the agreement was for a one-year period and the funding was budgeted. Therefore, the agreement did not need Council's authorization for the City Manager and others to sign it. This year, Marion County Juvenile Department is requesting a three year agreement. Such agreement is attached to the Resolution for your consideration.

RECOMMENDATION:

Adopt the attached resolution.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER AND
CHIEF OF POLICE TO SIGN PEER COURT
INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City Council of the City of Keizer has determined that the continued operation of Peer Court is in the best interests of the City and its citizens;

WHEREAS, funding has been confirmed for the 2019-2020 fiscal year for Peer Court;

WHEREAS, Peer Court funding has been established in the City of Keizer budget;

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 Intergovernmental Agreement.

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

3 PASSED this _____ day of _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

6

7

8

9

Mayor

10

11

12

City Recorder

13

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF KEIZER, OREGON

1. PARTIES TO AGREEMENT

This Agreement between City of Keizer, Oregon, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, acting by and through its Juvenile Department hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide juvenile Peer Court services to County. These services are further described in Section 5.

The Agency and County are committed to maximizing the effectiveness of the juvenile justice system through innovation and cooperation by providing a diversion program from the Juvenile Department through Peer Court. Peer Courts have operated and shall continue to operate according to the Memorandum of Understanding, Letter of Agreement, and Operation Protocol for Keizer Youth Peer Court and Municipal Court, Exhibits A, B, and C which are attached to this Agreement and made a part hereof.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of July 1, 2019 through June 30, 2022, unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under

this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 No funds will be exchanged between County and Agency as a result of, or in support of, this agreement.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

The Agency shall directly and/or through subcontracts with individual contractors approved by the County, provide Peer Court programming as described in the Memorandum of Understanding and Operation Protocol for Keizer Youth Peer Court.

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- a. For purposes of Peer Court referral processing, maintain written documentation of Peer Court activities;
- b. Provide the County copies of the Peer Court contracts;
- c. Ensure that services provided by Agency for Peer Court services are delivered appropriately;
- d. Provide accurate quarterly reports as determined by the County by the 15th day of the month in January, April, July and October;
- e. Make a written request for any change in established protocol or Agency to, and receive written approval from, County Juvenile Department Probation Supervisor;
- f. Unless otherwise specified, responsibility for all taxes, assessment and any other charges imposed by law upon employers shall be the sole responsibility of the Agency;
- g. Permit authorized representatives of the County, State of Oregon, or applicable audit agencies of the U.S. Government to review the records of the Agency as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County or permitted by law;
- h. If the Agency contracts for personal services as defined in ORS 279.051, the Agency shall pay all individual performing personal services under this contract at least time-and-

a-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201-209, from receiving overtime. If this contract is for a public work subject to ORS 279.348 to 279.363 of the Davis-Bacon Act (40 USC 276a), the Agency agrees to abide by the provisions of ORS 279.350 or 40 USC 276a, whichever is applicable.

- i. Agency shall conduct the 10-question Juvenile Crime Prevention Brief Screen on all youth participating in the program as directed by County. Results shall be reported to the County quarterly unless otherwise directed by County.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Provide ongoing oversight, monitoring and cooperation with Peer Court programs to assure compliance with Memorandum of Understanding, Letter of Agreement, Waiver of Cases and Protocol for Peer and Municipal Courts.
- b. Collaborate with the Agency in the development of any changes in service levels or processes. Any additions or reductions to existing Peer Court service levels shall require the approval of County.
- c. Provide technical assistance and be available for consultation on Peer Court processes and reporting.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. CONFIDENTIALITY

Unless required under applicable law, all information as to personal facts and circumstances obtained by the Agency and any community subcontractors on Peer Court youth shall be treated as privileged communication, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form, which does not identify particular individuals.

The use or disclosure of information concerning Peer Court youth shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. Oregon Youth Authority, the County and all subcontractors will share information as necessary to effectively serve Peer Court youth.

12. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:

Cari Emery, Keizer Youth Peer Court
City of Keizer
930 Chemawa Rd. NE
Keizer OR 97303

For County:

Troy Gregg, Director
Marion County Juvenile Department
3030 Center St NE
Salem OR 97301

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE

Authorized Signature  5/16/2019
Troy Gregg, Director Date

Authorized Signature: N/A
Chief Administrative Officer Date

Reviewed by Signature: N/A
Marion County Legal Counsel Date

Reviewed by Signature:  May 17, 2019
Marion County Contracts & Procurement Date

CITY OF KEIZER, OREGON.

Authorized Signature: _____ Date: _____

Title: _____

Approved as to Form: _____ Date: _____
Keizer City Attorney

EXHIBIT A**LETTER OF AGREEMENT****Between the Marion County Juvenile Department and the City of Keizer**July 1st, 2019

WHEREAS, the City of Keizer is operating a juvenile Municipal Court and is interested in a continuation of this court pursuant to the existing agreement between the Marion County Juvenile Department and the City of Keizer; AND,

WHEREAS, ORS 419C.370 allows for certain juvenile offenses involving juvenile offenders to be heard at the Municipal Court level; AND,

WHEREAS, the City of Keizer and Marion County Juvenile Department are committed to maximizing the effectiveness of the juvenile justice system through innovation and cooperation; THEREFORE,

The undersigned parties hereby agree that certain cases eligible for waiver from the Marion County Juvenile Department to the Keizer Municipal Court pursuant to ORS 419C.370 will be handled in the Keizer Municipal Court unless otherwise determined inappropriate.

The parties further agree that the attached list of procedures entitled "Operation Protocol for Juvenile Cases Summoned to Keizer Municipal Court" will govern which cases will be handled in Keizer Municipal Court and which will remain under the jurisdiction of the Marion County Juvenile Department.

The parties further agree that the Keizer Municipal Court will, upon its judgment, divert certain juvenile offenders to the Keizer Youth Peer Court if such a diversion is deemed appropriate given the circumstances.

This agreement will be reviewed annually to determine the efficacy of handling juvenile cases in Keizer Municipal Court and whether this practice furthers the goals of the Keizer community and the Marion County juvenile justice system.

This agreement, entered into this 1st day of July 2019 will remain in effect until the Juvenile Department rescinds or modifies the waiver order or either party gives the other party thirty (30) days notice of its intent to terminate the agreement.



 Troy Gregg, Director
 Marion County Juvenile Department

 Chris Eppley, City Manager
 City of Keizer

 Keizer Municipal Court Judge

MEMORANDUM OF UNDERSTANDING
MARION COUNTY JUVENILE DEPARTMENT
Keizer Peer Court

The Marion County Juvenile Department supports the philosophy and procedures of the Keizer Peer Court, and recognizes the purposes of the Keizer Peer Court to divert youth residing in Keizer or attending Keizer catchment area schools and to provide alternative community sanctions and services. The Keizer Peer Court program includes standards for effective diversion:

- 1) Participation by local law enforcement agencies
- 2) Voluntary participation of the youth referred
- 3) Recruitment and training of adult and youth participants
- 4) Broad community support

The Marion County Juvenile Department and the Keizer Peer Court agree to follow the protocol attached.

The Marion County Juvenile Department and the Keizer Peer Court agree to review this memorandum of understanding as well as the attached protocol upon the request of either party. This agreement is effective July 1, 2019.



Troy Gregg, Director
Marion County Juvenile Department

John Teague, Chief of Police
Keizer Police Department

Keizer Municipal Court Judge

Chris Eppley, City Manager
City of Keizer

OPERATION PROTOCOL
Keizer Peer Court
Marion County Juvenile Department

The Marion County Juvenile Department wishes to cooperate with the Keizer Peer Court to offer a juvenile justice diversion to youth from the Keizer Community who meet agreed upon criteria. The following is a protocol on how this will occur.

- 1) Youth will be cited to Juvenile Court, Keizer Municipal Court and/or Keizer Peer Court by Law Enforcement per current policy. (See Operational Protocol for Juvenile Cases Summoned to Keizer Municipal Court.)
- 2) The Juvenile Department Intake/Diversion Unit will review referrals received and when appropriate will refer cases to the Keizer Peer Court. Appropriate referrals will meet the following criteria:
 - i) Offenders will be between the ages of 12 – 17
 - ii) Offenders will reside within the boundaries of the Keizer community or attend Keizer catchment area schools
 - iii) First time offenders
 - iv) Offenses to be referred will be those listed on appendix A
 - v) The Offense appears to have legal merit
 - vi) In cases involving restitution, co-defendants who reside in Marion County will be referred to Peer Court even if they do not meet criteria B above.
- 3) Appropriate referrals will be routed to the Peer Court Coordinator. The Juvenile Department will open a file and indicate the disposition as "Peer Court".
- 4) If the referral is successful, the peer court will close their file and provide the youth and family with information on expunction. Requests for expunction will be forwarded by the Peer Court Coordinator to the Juvenile Department Intake/Diversion Unit. The Court will order expunction when notified of successful completion of the peer court process.

Exception: All cases involving Minor in Possession of Alcohol, Possession of Marijuana less than one ounce (ORS 475.864 (3)(c), For these cases, the Peer Court file will be returned to the Juvenile Department.

- 5) A referral may be unsuccessful for the following reasons:

- (i) The youth and family either do not admit to the offense or do not agree to go through the peer court process.
 - (ii) The youth fails to follow through with the sanctions imposed by the peer court.
- 6) Unsuccessful referrals will be sent back to the Juvenile Department for further action. The peer court will return the original police report with a summary letter indicating why the referral is being sent back. The letter should detail the sanctions imposed, sanctions not completed, other pertinent case information, and a recommendation from the peer court regarding what further action would be appropriate. No additional sanctions will be provided by the Juvenile Department for status offenses.
- 7) If a youth receives a new referral while involved with peer court, the Juvenile Department Intake/Diversion probation officer will contact the Peer Court Coordinator to discuss the case. Possible actions would be:
 - i) Peer court may be appropriate to handle the new referral if it is relatively minor (curfew, MIP tobacco, Criminal Trespass 2, minor traffics, etc).
 - ii) Peer court may continue to handle the original referral and the new referral may be assigned to a Juvenile Department probation officer
 - iii) Peer court may decide to send the original referral back to the Juvenile Department to be dealt with along with the new referral.
- 8) Successful Peer Court cases may apply for expunction 6 months after the final disposition of Peer Court **if** they have received no subsequent referrals. **Exception:** Minor in Possession of Alcohol, Possession of Marijuana less than one ounce, cases will not be eligible for this expungement process.
- 9) Sanctions for youth referred for drug/alcohol referrals will include at least the following sanctions:
 - (i) The Municipal court or Peer Court will hold the youth's driver's license or permit for the duration of the case. Youth will not drive during the duration of the case.
 - (ii) The peer court facilitator has discretion to require participation in a substance abuse education class, in person or online; a drug/alcohol evaluation at a certified drug/alcohol treatment provider or other services as deemed appropriate. Youth will

participate in education and/or treatment as recommended.
 (The Municipal Court, Peer Court and Marion County Juvenile
 Department will be included on release of information
 agreements with drug/alcohol providers)

- (iii) Youth will complete 8 hours of community service.
 - (iv) Youth will pay a \$50 supervision fee to the Municipal Court or Peer Court.
- 10) **Note:** For Minor in Possession of Alcohol and Possession of Marijuana less than one ounce charges, the District Attorney has only 6 months from the **date of citation** to file a petition. Therefore, the Juvenile Department needs to be notified when cases are **5 months** from the date of the citation, in order to have enough time to file a petition. This will enable the Juvenile Court to be able to provide a sanction should the youth fail Peer court.
 - 11) Material related to drug/alcohol referrals, such as drug/alcohol evaluations, will be kept in a locked cabinet. Peer Court volunteers will not be allowed access to this material.
 - 12) The Municipal Court and Peer Court will annually provide the Juvenile Department with a report on number of cases, completion rates and other relevant information and statistics.
 - 13) The Municipal Court and/or Peer Court will provide a completion status report on each case handled by the court at the termination of supervision regardless of the outcome of the case.
 - 14) Referrals other than those listed in Appendix A may be reviewed on a case-by-case basis.

APPENDIX A

Appropriate Peer Court Referrals:

General age range for Peer Courts is 12 to 17 years of age.

- Bicycle/Skateboard violations
- Boating and Game violations/offenses as referred by Municipal Courts – 15 years of age and younger
- Carrying a concealed weapon (discretion of the Juvenile Department)
- City Ordinances
- Criminal Mischief 2 and 3; Graffiti-related offenses
- Criminal Trespass 1 and 2
- Curfew (including Daytime Curfew), Runaways and Truancy
- Harassment, Telephonic Harassment, Disorderly Conduct, Giving False Information to Police, Misuse of 911, Initiating a False Report
- Menacing (discretion of the Juvenile Department)
- MIP – Tobacco
- MIP of Alcohol by Consumption or Possession
- Misrepresentation of Age
- Pedestrian Interference
- Possession of Less than 1 oz Marijuana
- Reckless Burn
- Theft 2 and 3, Theft by Receiving, Theft of Lost or Mislaid Property, Theft by Deception, Theft of Services less than \$1000, Mail Theft or Receipt of Stolen Mail
- Unlawful Possession of Inhalants
- Other offenses not listed may be referred to the Peer Court by the Juvenile Department with agreement of the Peer Court

Keizer Peer Court

Name of Peer Court

CITY COUNCIL MEETING: June 17, 2019

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 2019-20 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 \$189,965.00 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 R2019-_____

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.

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

3 PASSED this _____ day of _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

6

7

8

9

 Mayor

10

11

12

 City Recorder

INTERGOVERNMENTAL AGREEMENT
A2012-100-8

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 2019-2020 school year

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 \$189,965.00. Payment will be divided into three installments of \$63,321.67 each. The first payment is due the first day of September 2019. The second installment shall be due and payable on the first day of December 2019, and the third and final installment shall be due and payable on the first day of June 2020. 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, 2019, and shall remain in effect up to and including June 30, 2020.
- 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 \$189,965.00, 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.

COUNCIL MEETING: June 17, 2019

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, 2018 through February 28, 2019. 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 \$39.00 administration fee has been added to cover the City's costs.

FISCAL IMPACT:

Delinquent assessments total \$3,534.15 for tax year 2019-2020. This compares to \$3,952.04 for tax year 2018-2019.

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 R2019-_____

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, 2019 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 \$39.00 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 _____, 2019.

SIGNED this _____ day of _____, 2019.

Mayor

City Recorder

Property ID	Service Address	Owner's Name	Sewer	Sewer Admin	Total Billing	Penalty 10%	Chg \$39.00	Total
R20087	7225 WHEATLAND RD N	ROBERT & BARBARA HASKINS	443.63	81.25	\$524.88	\$52.49	39.00	\$616.37
R20126	7495 WHEATLAND RD N	PATRICK & TANNA BRYANT	443.63	81.25	\$524.88	\$52.49	39.00	\$616.37
R20048	6995 RIVER RD N	DONALD & TAMARA PALMER	443.63	81.25	\$524.88	\$52.49	39.00	\$616.37
R20342	1060 HARMONY DR NE	COLLEGE-ANYONE LLC	444.87	81.25	\$526.12	\$52.61	39.00	\$617.73
R45871	4985 BAILEY RD NE	DAWN CHIKE	339.84	33.36	\$373.20	\$37.32	39.00	\$449.52
R65528	1551 SIEBURG DR NE	LAURA SCOTCH	444.93	81.25	\$526.18	\$52.62	39.00	\$617.80
								\$3,534.16



MINUTES
KEIZER CITY COUNCIL
Monday, June 3, 2019
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
Laura Reid, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Elizabeth Smith, Councilor
Anne Farris, Youth Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tim Wood, Finance Director
Machell DePina, Human Resources
Tracy Davis, City Recorder

Absent:

Kim Freeman, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Keizer Police Officer and Reserve Officers – Swearing In

Chief Teague introduced the new officer, Paul Quintero and reserve officers Collin Brill, Izach Brown and Trenton Webb.

City Attorney Shannon Johnson issued the Oath of Office to each.

Mayor Clark thanked the families and friends in attendance.

b. Recognition of 2018-2019 City of Keizer Youth Councilor Anne Farris

Mayor Clark introduced Youth Councilor Anne Farris and on behalf of the City Council presented her with a gift card as a token of appreciation.

Miss Farris thanked Council and announced that she would not be serving on Council next year but was planning on applying for the Youth Committee Liaison position on the Keizer Public Arts Commission. She also shared details on her future education plans.

COMMITTEE REPORTS

None

PUBLIC TESTIMONY

None

- PUBLIC HEARING** *Mayor Clark opened the Public Hearing for the two revenue sharing resolutions.*
- a. RESOLUTION – Declaring the City’s Election to Receive State Revenues** Finance Director Tim Wood summarized his staff report.
With no testimony or questions 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 Herrera seconded. Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (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 Herrera seconded. Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (1)
- b. RESOLUTION – Amending the Stormwater Utility Fee; Amending R2014-2504; Repealing R2018-2866** *Mayor Clark opened the Public Hearing.*
 Finance Director Tim Wood summarized his staff report.
With no testimony or questions Mayor Clark closed the Public Hearing.
Councilor Parsons moved that the Keizer City Council adopt a Resolution Amending the Stormwater Utility Fee; Amending R2014-2504; Repealing R2018-2866. Councilor Herrera seconded. Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (1)
- c. ORDINANCE – Setting Water Rates (2020); Repealing Ordinance No. 2018-790** *Mayor Clark opened the Public Hearing.*
 Finance Director Tim Wood summarized his staff report.
With no testimony or questions Mayor Clark closed the Public Hearing.
Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Setting Water Rates (2020); Repealing Ordinance No. 2018-790. Councilor Herrera seconded. Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (1)

- d. RESOLUTION – Certification of Lighting District Assessments** *Mayor Clark opened the Public Hearing.*
 Finance Director Tim Wood summarized his staff report.
With no testimony or questions Mayor Clark closed the Public Hearing.
Councilor Parsons moved that the Keizer City Council adopt a Resolution Certification of Lighting District Assessments. Councilor Herrera seconded. Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (1)
- e. RESOLUTION – Adopting the FY 19-20 Budget, Making Appropriations, and Imposing and Categorizing Taxes** *Mayor Clark opened the Public Hearing.*
 Finance Director Tim Wood summarized his staff report.
With no testimony or questions Mayor Clark closed the Public Hearing.
Councilor Parsons moved that the Keizer City Council adopt a Resolution Adopting the FY19-20 Budget, Making Appropriations, and Imposing and Categorizing Taxes. Councilor Herrera seconded.
 Mayor Clark commended the Budget Committee and thanked Mr. Wood and staff. Councilor Herrera echoed her remarks.
Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (1)
- ADMINISTRATIVE ACTION** Mr. Johnson summarized his staff report reviewing the main points of the agreement.
- a. RESOLUTION – Authorizing the City Manager to Enter Into Keizer Rotary Community Room Use Agreement (2019)** Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Enter Into Keizer Rotary Community Room Use Agreement (2019). Councilor Herrera seconded. Motion passed as follows:
 AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Freeman (1)
- CONSENT CALENDAR**
- a. RESOLUTION – Regarding Evaluation of City Attorney
 - b. RESOLUTION – Regarding Evaluation of City Manager
 - c. RESOLUTION – Establishing Classification of GIS (Geographical Information System) Technician
 - d. RESOLUTION – Authorizing Charges for Police Time at Private Events; Repealing R2016-2693

- e. Approval of May 13, 2019 City Council Work Session Minutes
- f. Approval of May 20, 2019 City Council Regular Session Minutes

Mayor Clark pulled items d and e.

Councilor Parsons moved for approval of items a, b, c, and f of the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

Mr. Johnson explained that item d was pulled because it authorizes charges and therefore needed to be considered by Council and public comment or input allowed. He indicated that comments or questions were allowed at this point of the meeting. There were none.

Councilor Parsons moved for approval of item d of the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

Mayor Clark offered a correction (May 29 changed to May 22). It was noted that that correction was for the May 20 Minutes (Item f, not Item e).

Councilor Parsons moved for approval of item e (May 13 Work Session Minutes) of the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

Mayor Clark moved that Council reconsider Item 9f for a correction. Councilor Parsons seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

Mayor Clark offered a correction (May 29 changed to May 22) to item f (May 20 Minutes).

Councilor Parsons moved for approval of item f (May 20 Minutes) of the Consent Calendar as corrected. Councilor Herrera seconded. Motion

passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

COUNCIL LIAISON REPORTS

Councilor Herrera reviewed meetings he had attended, expressed condolences to the Ted Anagnos family, congratulated McNary Graduates and thanked Kennedy Academy of Leadership Club volunteers.

Councilor Parsons announced upcoming meetings and events and congratulated McNary graduates.

Councilor Smith reported that the Arts Commission is moving forward with the Cultural History Pole project. The artist will begin work in July.

Councilor Reid extended condolences to the family of Makayla Tryon, reviewed meetings and events she had attended, and announced upcoming meetings, National Night Out and summer meeting cancellations.

Councilor Kohler reported on meetings and events he had attended, announced upcoming ones and shared information about D-Day.

Youth Councilor Farris announced several McNary events and area graduations, reported that scholarships received by McNary students this year totaled \$9,516,689 and thanked the Mayor and Councilors for giving her the opportunity to serve as Youth Councilor.

Councilor Clark reported on meetings and events she had attended, announced upcoming Volcanoes games and approaching meetings and events, thanked the Keizertimes for the great article about the work being done to help the needy in the community, and provided an update of the Continuum of Care.

OTHER BUSINESS

Chief Teague provided information about the upcoming BLAST (Bringing Law-Enforcement and Students Together) Camp and announced the retirement of Jeff Kuhns.

Community Development Director Nate Brown announced the last committee meeting of the Keizer Revitalization Plan Committee.

City Manager Chris Eppley noted that Officer Dan Kelley is retiring after 20 years of service.

Public Works Director Bill Lawyer shared information regarding the Spire (State Preparedness and Incident Response Equipment) Grant received by the city.

**WRITTEN
COMMUNICATIONS**

Councilor Parsons read two emails from area businesses supporting the KeizerFest.

Mayor Clark urged citizens to participate in the upcoming census and commended Deputy City Recorder Debbie Lockhart for her persistence in making sure a letter from a disabled older member of the community was transmitted to Adult Protective Services.

AGENDA INPUT

June 10, 2019 - 6:00 p.m. – City Council Work Session

- Sidewalk Obstructions

June 17, 2019 - 7:00 p.m. – City Council Meeting

July 1, 2019 - 7:00 p.m. – City Council Meeting

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:58 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

Written Communication
6-17-19

June 10, 2019

Marion County Code enforcement.

Hand delivered

RE: Volcano's Baseball fireworks and Horse Farming Operation at 2828 Zee Lane NE, Keizer.

Dear Marion County,

Please stop Volcano's from shooting off fireworks or anything like that damages our horse breeding operation and other safety issues within EFU zone.

We do not have enough horse stalls this year to put the horses in a barn stall to keep horses safe during fireworks blowing off. Last year we had 4 horses born on our farm... this year we have 9 new foals born on our farm and next year we should have 13 new foals. Last year we had enough horse stalls to put all horses in, since only 4 new foals.

If we have the young horses in the pastures during fireworks, the young horses could run into the fence and get injured or die. If they do not die, they will run into other farm lands and could damage crops or run into the road and die from car crash. Several of our young foal's hair color are black and hard to see at night time.

Also, during fireworks, many people park cars in our driveway and it is blocked and they will not move cars until after fireworks. Furthermore, some of those people walk or drive into our fields damaging crops and set off "personal" fireworks in DRY grass.

Both the City of Keizer and Volcano's baseball revenue increases when they offer fireworks displays to their customers.

Sincerely,

Keizer Equestrian Center, LLC.

PO Box 21085, Keizer OR 97307

C: Salem - Keizer Volcano's baseball and City of Keizer



1786 State Street
Salem, Oregon 97301
503-585-2211
www.huggins.com

June 13, 2019

Dear Madam Mayor and City Councilors,

We have completed another year of renewing the City of Keizer's property, casualty, and workers compensation insurance. It is such a pleasure to work with the Risk Management team – Tracy Davis, Machell DePina, Kristin Brokaw, and Chris Eppley. The City's management team has done an excellent job of developing a culture of safety and communicating the importance of safety and risk management to the City's employees.

We wanted to share that the City of Keizer has saved a total of \$963,291 over the past 10 years on the property, casualty, and workers compensation insurance. This is due to the good work and oversight of the Risk Management team, making certain safety procedures and policies are in place and followed. We really respect Keizer and its employees and truly enjoy working with everyone!

Best regards,

A handwritten signature in blue ink, appearing to read "Dawn Bostwick", with a horizontal line extending from the end of the signature.

Dawn Bostwick, ARM
President
dawn@huggins.com



Coverage Year	WC Plan Type	Plan Closed	WC Paid	WC Losses	Deductible Collected	Est Future Coll. Based on Losses	WC Prem	Deductible	Initial Premium	Remaining Liability	Total Collected To Date	Savings (+) or Loss (-)
			a	b	c	d	e	f	g	h (f - c)	i (c + g)	j (e - i)
2008-09	Retrospective	Y	\$5,935	\$5,935	\$7,122	\$0	\$124,379	\$124,379	\$37,314	\$0	\$44,436	\$79,943
2009-10	Retrospective	Y	\$10,490	\$10,490	\$12,588	\$0	\$107,577	\$107,577	\$32,273	\$0	\$44,861	\$62,716
2010-11	Retrospective	Y	\$40,122	\$40,122	\$48,146	\$0	\$93,416	\$93,416	\$28,025	\$0	\$76,171	\$17,245
2011-12	Retrospective	Y	\$125,795	\$125,795	\$99,863	\$0	\$99,863	\$99,863	\$29,959	\$0	\$129,822	-\$29,959
2012-13	Retrospective	Y	\$21,546	\$21,546	\$25,855	\$0	\$120,754	\$120,754	\$36,226	\$0	\$62,081	\$58,673
2013-14	Retrospective	Y	\$1,381	\$1,381	\$1,657	\$0	\$156,372	\$156,372	\$46,912	\$0	\$48,569	\$107,803
2014-15	Retrospective		\$12,573	\$12,573	\$15,088	\$0	\$173,444	\$173,444	\$52,033	\$158,356	\$67,121	\$106,323
2015-16	Retrospective		\$9,033	\$9,033	\$10,840	\$0	\$166,639	\$166,639	\$49,992	\$155,799	\$60,832	\$105,807
2016-17	Retrospective		\$21,338	\$21,338	\$25,605	\$0	\$140,796	\$140,796	\$42,239	\$115,190	\$67,844	\$72,952
2017-18	Retrospective		\$23,024	\$63,555	\$27,629	\$40,531	\$156,893	\$156,893	\$47,068	\$129,265	\$74,696	\$82,197
2018-19	Retrospective		\$5,542	\$10,842	\$6,651	\$5,300	\$202,305	\$192,189	\$70,807	\$185,538	\$77,458	\$124,847
Total						\$45,831				\$744,149		\$788,548

WC losses includes only payments and reserves on known claims.

Unexpected development on known claims, and emergence of new claims is common especially in recent coverage years.

Legend

- a Paid losses through end of previous month
- b Actual disbursements (paid losses) + dollars set aside by claims adjusters for known claims (reserves) through end of previous month
- c Amount of deductible collected to date
 - Deductible: a capped at deductible
 - Retrospective: a x loss conversion factor (1.2), capped at deductible
- d Additional amount estimated to be collected based on dollars set aside by claims adjusters for known claims (reserves)
 - Deductible: a capped at deductible - c
 - Retrospective: (a x loss conversion factor (1.2), capped at deductible) - c
- e Rate x Exposure: Basis for all plans
- f Maximum deductible amount to be collected for claim payments during a particular coverage year
- g WC premium reduced by the credit amount
- h Difference between the deductible (f) and deductible amount collected to date (c) (f - c)
- i Initial premium collected (g) plus the deductible amount collected to date (c) (c + g)
- j Difference between amount collected to date on standard plan (e) vs. on a alternative plan (i) (e - i)

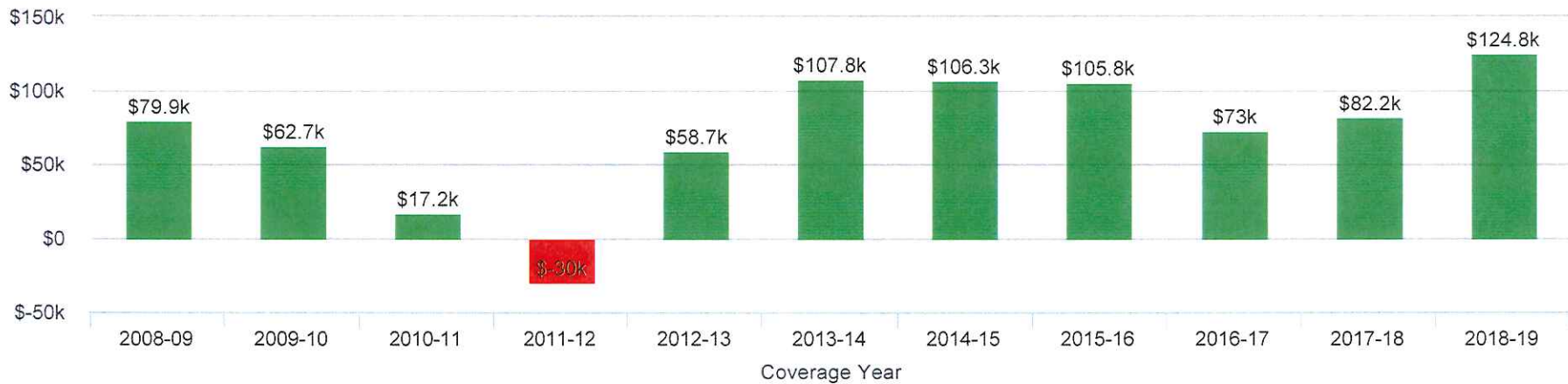
WC Alternative Plan Performance Summary

\$788,548 has been saved on alternative plans over the past 10 coverage years.

WC Alternative Plan Remaining Liability



WC Alternative Plan Savings (+) or Loss (-) Compared to a Standard WC Plan





Coverage Year	GL Plan Type	Liab Paid	Liab Losses	Deductible Collected	Est Future Coll. Based on Losses	Liab Prem	Deductible	Initial Premium	Remaining Liability	Total Collected To Date	Savings (+) or Loss (-)
		a	b	c	d	e	f	g	h (f - c)	i (c + g)	j (e - i)
2008-09	Retrospective	\$27,504	\$27,504	\$27,504	\$0	\$126,314	\$66,263	\$82,139	\$38,759	\$109,642	\$16,671
2009-10	Retrospective	\$3,000	\$3,000	\$3,000	\$0	\$122,610	\$64,183	\$79,819	\$61,183	\$82,819	\$39,791
2010-11	Retrospective	\$112,485	\$112,485	\$65,880	\$0	\$126,122	\$65,880	\$82,202	\$0	\$148,082	-\$21,960
2011-12	Retrospective	\$13,072	\$13,072	\$13,072	\$0	\$114,013	\$42,897	\$85,415	\$29,826	\$98,486	\$15,527
2012-13	Retrospective	\$0	\$0	\$0	\$0	\$110,937	\$41,482	\$83,282	\$41,482	\$83,282	\$27,655
2013-14	Retrospective	\$7,928	\$7,928	\$7,928	\$0	\$117,377	\$47,115	\$87,930	\$39,187	\$95,858	\$21,519
2014-15	Retrospective	\$17,329	\$17,329	\$17,329	\$0	\$151,456	\$59,915	\$114,009	\$42,586	\$131,338	\$20,118
2015-16	Retrospective	\$67,856	\$67,856	\$64,384	\$0	\$160,031	\$64,384	\$119,791	\$0	\$184,175	-\$24,144
2016-17	Retrospective	\$33,515	\$115,000	\$33,515	\$36,277	\$174,018	\$69,792	\$130,398	\$36,277	\$163,913	\$10,105
2017-18	Retrospective	\$20,628	\$20,628	\$20,628	\$0	\$182,234	\$72,231	\$137,090	\$51,603	\$157,718	\$24,516
2018-19	Retrospective	\$1,444	\$12,444	\$1,444	\$11,000	\$185,506	\$74,222	\$139,117	\$72,778	\$140,561	\$44,945
Total					\$47,277				\$413,681		\$174,743

Liability losses includes only payments and reserves on known claims.

Unexpected development on known claims, and emergence of new claims is common especially in recent coverage years.

Legend

- a Paid losses through end of previous month
- b Actual disbursements (paid losses) + dollars set aside by claims adjusters for known claims (reserves) through end of previous month
- c Amount of deductible collected to date (a capped at deductible)
- d Additional amount estimated to be collected based on dollars set aside by claims adjusters for known claims (reserves)
- e Rate x Exposure: Basis for all plans
- f Maximum deductible amount to be collected for claim payments during a particular coverage year
- g Liability premium reduced by the credit amount
- h Difference between the deductible (f) and deductible amount collected to date (c) (f - c)
- i Initial premium collected (g) plus the deductible amount collected to date (c) (c + g)
- j Difference between amount collected to date on standard plan (e) vs. on a alternative plan (i) (e - i)

Liability Alternative Plan Performance Summary

\$174,743 has been saved on alternative plans over the past 10 coverage years.

Liability Alternative Plan Remaining Liability



Liability Alternative Plan Savings (+) or Loss (-) Compared to a Standard Liability Plan



2019-2020 ANNUAL ACTION PLAN

**City of Salem CDBG
Salem/Keizer HOME Consortium**

June 17, 2019



WHAT IS THE ANNUAL ACTION PLAN?



- The 2019-2020 Annual Action Plan (AAP) represents the City's strategies for meeting the fifth and final year of the local housing and community development needs in the 2014-2019 Consolidated Plan.
- The AAP details the budget for use of federal CDBG and HOME Program allocations.
- The City and its local partners use these federal funds to implement a wide range of local projects and activities for low to moderate income City residents.

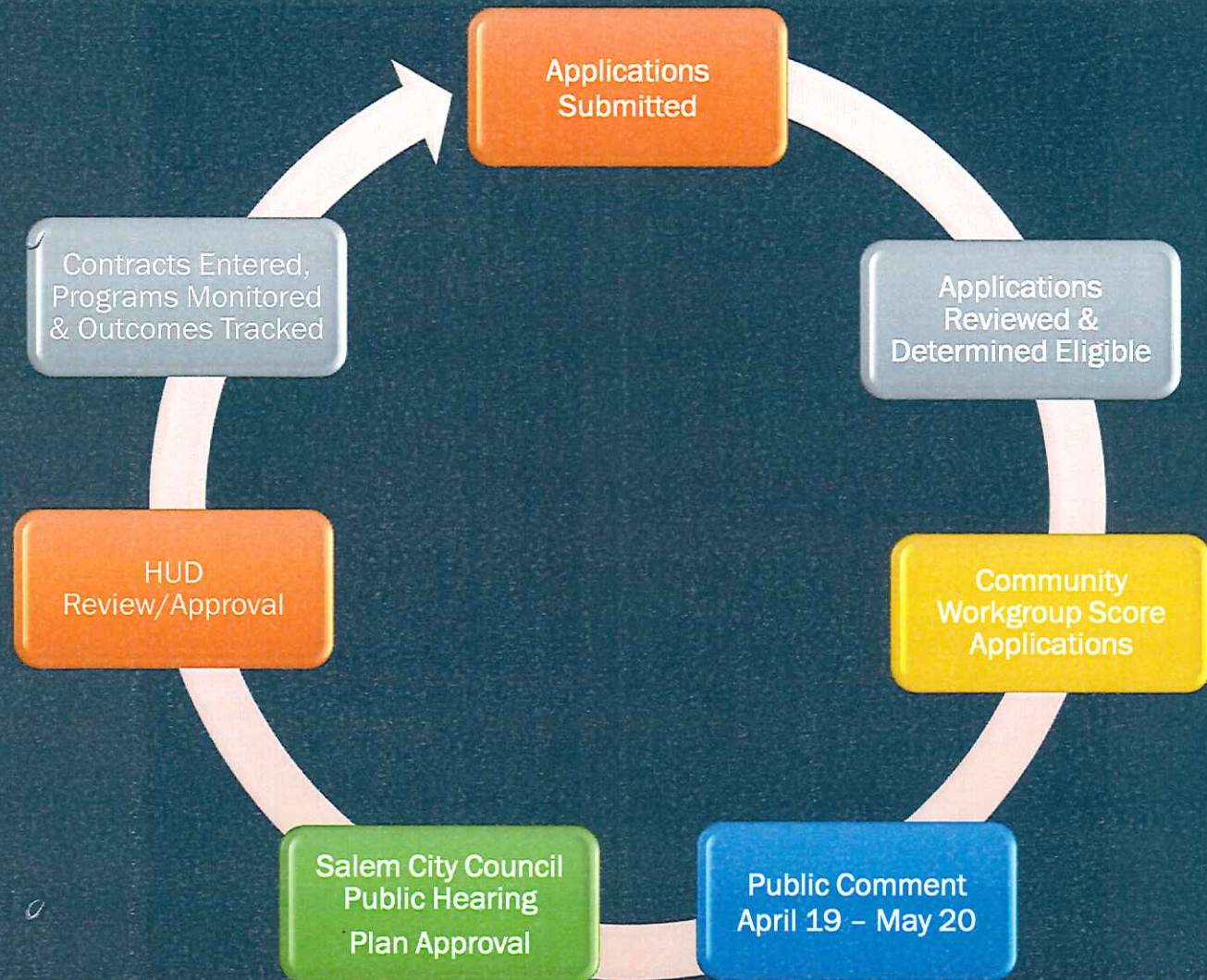
WHAT GUIDES THE ANNUAL PLAN?

The Annual Plan is also developed with consideration of emerging community issues and priorities focused on housing and service needs for low/moderate income populations.

- City of Salem Strategic Plan
- City of Keizer Revitalization Plan (Draft)
- Mid-Willamette Valley Homeless Initiative
- Continuum of Care Reports and Assessments
- Urban Renewal Area Plans (Riverfront Downtown, West Salem, and North Gateway)

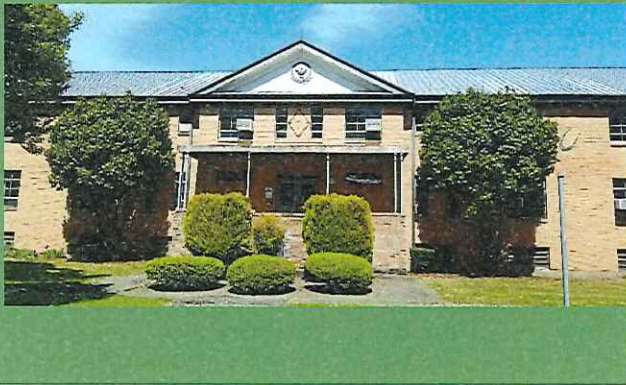


ANNUAL ACTION PLAN FUNDING CYCLE



HOW WILL THE HOME FUNDING BE USED?

- Preserve and expand affordable housing.
- Prevent and reduce homelessness.



FY 2019 - 2020 Available Resources

- HOME

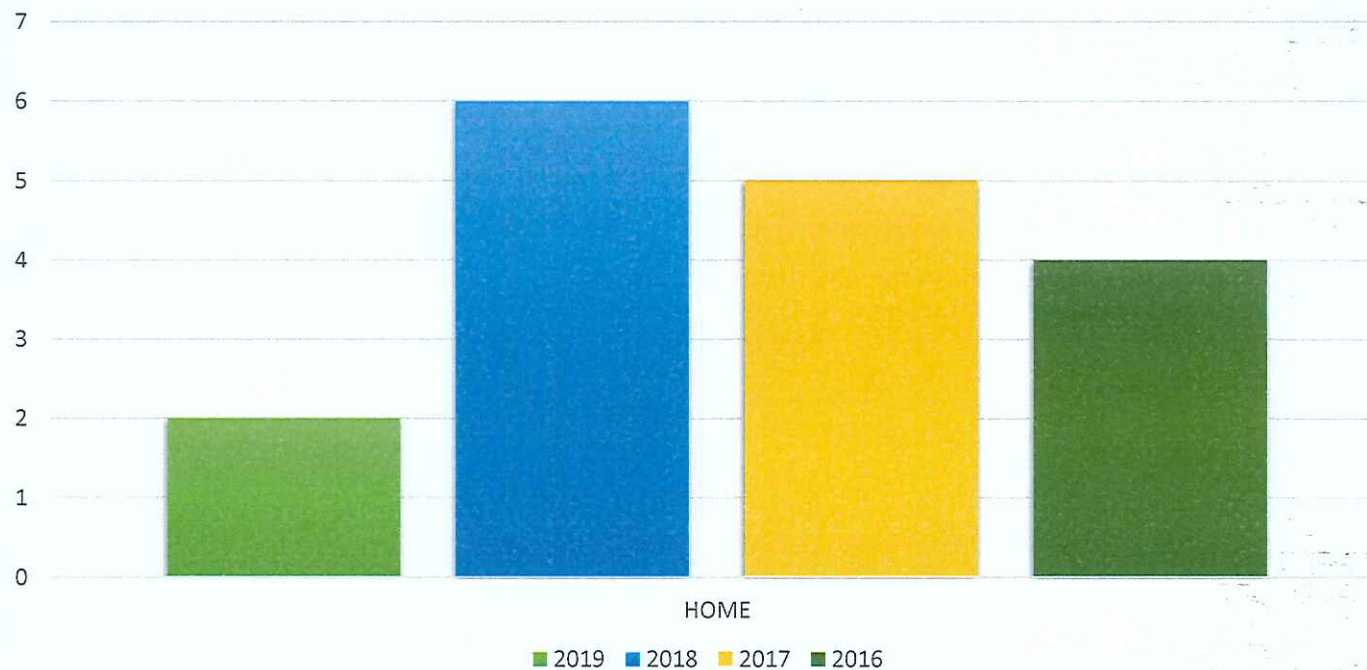
Entitlement Funding	Program Income	Uncommitted Prior Year Allocation
\$750,949	\$275,000	\$240,000

- Not included in the federal expected allocation is the City of Salem's General Fund in the amount of \$400,000. This is used as a match contribution for public service programs.

2018-2019 FUNDING APPLICATIONS AND REQUESTS



2016-2019 HOME, CDBG, & GF Applications



2019-2020 Funding Requested:

- HOME: \$290,000

HOME Funding Recommendations



Project	Sponsor	Amount Requested	Funding Recommendation	# Served
Nueva Luz - will be used to construct 42 new, affordable housing units in West Salem.	Willamette Neighborhood Housing Services (CHDO Set-Aside)	\$180,000	\$180,000	42 households for 20 years
Security Deposit Assistance	Salem Housing Authority	\$90,000	\$270,000	100 households per year
Tenant Based Rental Assistance (TBRA)	Family Promise of Mid-Willamette Valley	\$200,000	\$473,354	30 families
TOTAL		\$470,000	\$923,354	

NEXT STEPS

- ❑ HUD is reviewing the AAP.
- ❑ City enters into contractual agreements with subrecipients.
- ❑ Projects/programs implemented, monitored, and tracked.

Questions, Comments Suggestions

Questions, Comments

THANK YOU

[https://www.cityofsalem.net/Pages/
application-process-for-grant-funds.aspx](https://www.cityofsalem.net/Pages/application-process-for-grant-funds.aspx)

Hand out - 6/17/19

June 17, 2019

"Jo Ann's Plan" for helping the homeless in Oregon. I am calling it that because that is accurate. This is not about affordable housing but transitional housing and help re-entering society as contributing members.

This idea came from me wondering how the people with homes could help those without homes. This is a relatively painless and easy way to have on-going funding for this enormous problem.

This funding happens at the close of escrow for any property that is residential including residential lots, single family residences and multiple units. If housing is permitted, it counts – also mixed use properties based on the percent that is residential. This will not affect property taxes or increase rents. It is to be paid by the seller and will only show on their closing statement as a line item to the homeless fund for the jurisdiction where the property is located. This should qualify as a charitable deduction and/or selling expense for the seller. It is to be paid by the seller and not the buyer. Sometimes buyers barely have the necessary funds for purchase, whereas, sellers usually leave the transaction with funds. Commercial properties would be excluded as would title transfers in a family trust or inheritance, divorce and also foreclosures. The loan holder on a foreclosure would pay when the property is resold. New construction to be exempt as system development charges are already causing an increase in new home prices. The seller of the lot would have paid when the builder bought it. Regarding manufactured home parks, they too will be included. Rule of thumb: if someone will live there, it is included. Farms to be included if there is a home, based on the percentage of the total acreage. An addendum to the Real Estate Listing Agreement will need to be created.

All money raised in a jurisdiction to be used there. This will keep the higher populated areas from taking funds from the more rural ones. It should also work out to be proportionate to the need. The non-profits that help with this on-going issue would apply for these funds. The County Commissioners in each county would decide who gets how much. If there aren't commissioners, then the City Council to decide. This will bring in millions of dollars to the state. The Commissioners could choose to disburse in small amounts or plan for big projects. It is their call on this. Best guess right now is Marion County would get upwards of \$3,000,000 annually. Someone with more contacts and access than I have will need to research this.

I am proposing the amount to be .1% of the sales price. A \$70,000 residential lot would contribute \$70. A million dollar home or apartment building would pay \$1000 to the fund. Those amounts should be relatively painless in each case. Remember, it comes from the seller.

I know this is just a starting place and changes will need to be made. Ideally this would be statewide. Realistically, starting smaller is more doable. A great start would be a cooperative venture with Salem, Keizer, Marion and Polk Counties. If Keizer needs to try this on their own, so be it. Keizer can show the rest of the state how it is done!

Thank you for your time and consideration.

Jo Ann Leadingham
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