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To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, March 3, 2025

6:00 PM

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. **Proclamation** - National Disability Awareness Month and National Disability Employment Awareness Month
5. **COMMITTEE REPORTS**
 - a. **South East Keizer Neighborhood Association Annual Report**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. **OLCC Application - New License - Retail On Premises Sales and Consumption for Margarita Factory**
8. **ADMINISTRATIVE ACTION**
 - a. **RESOLUTION** - Approving Renewal of the Cable Television Franchise Agreement With Comcast of Oregon I, Inc.
 - b. **ORDINANCE** - Establishing a Franchise Agreement with Salem Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-668
 - c. **Discussion** - Community Diversity Engagement Committee Membership, Terms, Officers, and Meeting Requirements

- d. Discussion to be brought to the next Community Diversity Engagement Committee (CDEC) Meeting - Rename CDEC Committee
- e. Consider Proclamation Request for Vietnamese-American Remembrance Day (April 30th)
- f. Consider Proclamation Request Global Love Day (May 1, 2025)
- g. Consider Proclamation Request for Month of the Military Child (April 2025)
- h. RESOLUTION - Recognizing National Observances and Commemorative/Heritage Months; Repeal of Resolutions R2021-3215, R2022-3324, and R2022-3343
- i. Discussion Item - Council Rules and Procedure
- j. RESOLUTION - Authorizing City Manager to Enter into Personal Services Agreement With CivicPlus for Website Software and Services
- k. RESOLUTION - Adopting City of Keizer Personnel Policies; Repealing Resolutions R2010-2040, R2015-2599, R2022-3276, and R2022-3297
- l. RESOLUTION - Amending the Audit Committee - Amendment Resolution No. R93-627; Repeal of Resolution R2023-3418
RESOLUTION - Amending the Keizer Emergency Planning Committee; Amending Resolution R2023-3406
RESOLUTION - Amending the Keizer Parks and Recreation Advisory Board; Amending Resolution R2013-2318; Repeal of Resolution R2014-2503
RESOLUTION - Amending the Traffic Safety/Bikeways/Pedestrian Committee; Amending Resolution R2012-2256; Repealing Resolution R2024-3503
RESOLUTION - Amending the Volunteer Coordinating Committee; Amending Resolution R2013-2328; Repealing Resolution R2023-3422

9. CONSENT CALENDAR

- a. RESOLUTION - Authorizing the City Manager to Sign Intergovernmental Agreement for Use of Property for Placement of Drive-up Ballot Box at City Hall

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

Monday, March 10, 2025 - 6:00 p.m. - Long Range Planning Task Force Meeting

Monday, March 17, 2025 - 6:00 p.m. - City Council Regular Session

Monday, March 24, 2025 - 6:00 p.m. - City Council Work Session

14. ADJOURNMENT

City of Keizer Mission Statement

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

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



Proclamation

WHEREAS, in 1987, President Ronald Reagan first proclaimed March as “National Developmental Disabilities Awareness Month” urging Americans to provide encouragement and opportunities needed for people with developmental disabilities “to lead productive lives and to achieve their full potential”; and

WHEREAS, in 1988, Congress established October as National Disability Employment Awareness Month to educate about disability employment issues and celebrate the significant and wide-ranging contributions of America’s workers with disabilities; and

WHEREAS, not all disabilities are physical or visible, and ongoing education and awareness improves our understanding for accessibility community-wide including places of employment; and

WHEREAS, inclusion and employment of persons with disabilities provides opportunities to achieve full participation, economic self-sufficiency, and independent living; and

WHEREAS, the City of Keizer is committed to support dignity and opportunities for people of all abilities to lead productive lives, which includes increasing access to good jobs.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, together with the Keizer City Council assembled here in Regular Session, do hereby proclaim the month of MARCH 2025 as

NATIONAL DISABILITIES AWARENESS MONTH

And

the month of OCTOBER 2025 as

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

and call upon employers, schools, and community organizations to work together to promote and expand opportunities, accessibility, and employment of people with disabilities and to urge our community to be welcoming and inclusive of people with disabilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 3^d day of March 2025.

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: South East Keizer Neighborhood Association Annual Report

Proposed Motion

I move the City Council accept the report of the South East Keizer Neighborhood Association and extend recognition to the South East Keizer Neighborhood Association for an additional year.

I. Summary

As outlined in Keizer Code, Section 2-275 and 276, Neighborhood Associations shall make an annual report to the City Council between March 1 and April 30 each year. The report may be made in writing or presented orally.

The report shall contain:

- i. A record of all meetings with attendance noted.
- ii. A summary of all issues dealt with by the association.
- iii. A summary of special association activities outside regular meetings.
- iv. A report of all efforts to solicit the participation and input of all members of the association.
- v. An analysis of the association's success in meeting its responsibilities as outlined in section 2-274 (3).
- vi. An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

If the council finds the association has continued to meet the requirements for recognition as outlined in section 2-274 (attached to this Staff Report) , it can, by motion, extend recognition for an additional year.

II. Background

- A. The South East Neighborhood Association has continuously submitted their annual reports and maintained recognition.

III. Current Situation

- A. The South East Keizer Neighborhood Association annual report will be presented to the City Council by Don Davis.

IV. Analysis

- A. **Strategic Impact** - Neighborhood Associations are an important part of the involvement of the citizens in Keizer City government.
- B. **Financial** - The South East Keizer Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow the South East Keizer Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this report confirms the South East Keizer Neighborhood Association is meeting the guidelines set forth in the Keizer Code.

V. Alternatives

- A. The Council may accept the report and extend recognition to the South East Keizer Neighborhood Association for an additional year.
- B. The Council may choose to not accept the report or extend recognition to the South East Keizer Neighborhood Association for an additional year.

VI. Recommendation

Staff recommends the City Council accept the report and extend recognition to the South East Keizer Neighborhood Association for an additional year.

Attachments

- 1. Standards for Recognition

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

Sec. 2-274. Standards for recognition.

The following standards must be met by a neighborhood association seeking and maintaining recognition:

- (1) *Bylaws.* The association shall adopt bylaws that contain the following provisions at a minimum:
 - a. Any person who resides, operates a business, or owns property within the boundary shall be a member with the right to participate and vote.
 - b. Membership or participation shall not be limited based on any protected class under state or federal law.
 - c. There shall be no dues, but voluntary contributions may be solicited.
 - d. The association shall hold an annual general meeting, with the time, date, and place of the meeting widely publicized throughout the neighborhood prior to the meeting. Other general meetings may be held as desired.
 - e. Regular meetings of the association board shall be held at a publicized date, time, and place. All association board meetings shall be open to the public. All members present may vote on issues with the results recorded separately from votes of the association board.
 - f. Minutes shall be taken of all board and general meetings, with the minutes made available to any person so requesting. A copy of the minutes shall be filed with the city recorder.
 - g. The association shall have a board of directors with a president, vice president, and secretary who shall be elected annually by those present at the annual meeting. The association may establish additional elected positions on the board. The board roster, including names, addresses, and email addresses, shall be filed with the city recorder. The association shall provide an address to the city for mailing purposes. The board of directors shall fill any officer position vacancies by the third meeting following the vacancy to meet the required three board positions. For additional vacancies, the bylaws must address what is considered timely in filling additional board positions above the minimum three officers.
 - h. A copy of the bylaws shall be reviewed by the city council upon initial adoption and any amendments made by the neighborhood association. The council shall have the final determination of a neighborhood association's bylaws and any amendments thereto.
 - i. A copy of the bylaws shall be filed with the city recorder and maintained and updated to reflect amendments by the neighborhood association.
- (2) *Boundary.* The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:
 - a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
 - b. The neighborhood should generally encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.
 - c. The neighborhood should generally focus on a single elementary school attendance area.
 - d. Neighborhood boundaries should generally follow natural or human-made barriers, such as creeks and arterial streets. When a boundary must follow a local street, it should follow rear property lines rather than divide the neighborhood between houses facing each other.
 - e. The boundary should encompass adjacent vacant or underdeveloped land.
 - f. The boundary should extend to the city limits.

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- g. The boundary should leave no isolated areas or pockets not included in another neighborhood association's boundary.
 - h. The council shall have the final determination of a neighborhood's boundary and is not necessarily bound to the above guidelines. This determination shall be reflected in the resolution of recognition.
- (3) *Responsibilities.* The following responsibilities must be assumed and carried out by a neighborhood association:
- a. The association must strive to accurately represent the best interest of its members when expressing neighborhood opinion, recommendations, and concerns before any public body.
 - b. The association solicits the participation or input of all members through newsletters, media coverage, personal contact, flyer distribution, and social media. Associations must maintain an active and up-to-date online presence that adheres to city council social media standards. All official webpages shall maintain at least three administrators having access to the site and its contents.
 - c. The association must actively engage with city government through participation, input, and recommendations on issues brought to it by the city or initiated by the neighborhood itself.
 - d. The association must hold regular board and general meetings, with timely, appropriate notification to members. The association must maintain at least a minimum attendance of three members at regular, general meetings.
 - e. The association must strive to improve the livability of the neighborhood and of the community as a whole through education, activities, projects, and participation.
 - f. The association must attend an annual joint session with the city council on a date set by the city.

(Ord. No. 2024-875, § 5, 5-20-2024)



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: OLCC Application - New License - Retail On Premises Sales and Consumption for Margarita Factory

Proposed Motion

I move the City Council recommend approval of the application for a new license application for a Retail On-Premises Sales and Consumption Liquor License for Margarita Factory Keizer, under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

On February 5, 2025, the City received an application for a new license application for a Retail On-Premises Sales and Consumption Liquor License for Margarita Factory Keizer located at 6045 Keizer Station Boulevard NE, Keizer, Oregon. As required by Keizer Code Chapter 4, a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department conducted a background check of the applicants and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

II. Background

- A. Keizer Code Chapter 4 includes guidelines for review of liquor license applications in the City of Keizer.
- B. The Code states liquor licensees should promote, sell, and serve alcohol in a responsible manner which minimizes the risks associated with its use, and should work in partnership with the community to improve community livability.

III. Current Situation

- A. The owner of Margarita Factory Keizer, LLC has submitted an application for a change of ownership for a new license application for a Retail On-Premises Sales and Consumption Liquor License for Margarita Factory Keizer located at 6045 Keizer Station Boulevard NE, Keizer.
- B. The Oregon Liquor and Cannabis Commission (OLCC) allows for Local Government

Recommendations on Liquor License Applications.

IV. **Analysis**

- A. **Strategic Impact** - N/A
- B. **Financial** - The application requires a \$100 fee, which has been paid.
- C. **Timing** - As required by Keizer Code Chapter 4, a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment as well as the West Keizer Neighborhood Association.
- D. **Policy/Legal** - The review process for a liquor license application is outlined in Keizer Code Chapter 4.

V. **Alternatives**

- A. Recommend approval of the license application.
- B. If no action is taken, the OLCC will have the authority to make a determination.
- C. File an unfavorable recommendation with the OLCC based on the license refusal reasons in Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

VI. **Recommendation**

Staff recommends the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for a new license application for a Retail On-Premises Sales and Consumption Liquor License for Margarita Factory Keizer located at 6045 Keizer Station Boulevard NE, Keizer, under the guidelines as established by ORS 471.175 and the Code of the City of Keizer. This recommendation will then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

- 1. OLCC Application

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OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): **Margarita Factory Keizer, LLC**

Proposed Trade Name: **Margarita Factory**

Premises Address: **6045 Keizer Station Boulevard NE**

Unit:

City: **Keizer**

County: **Marion**

Zip: **97303**

Application Type: ☒ New License Application ☐ Change of Ownership ☐ Change of Location

License Type: **F-COM**

☐ Additional Location for an Existing License

Application Contact Information

Contact Name: **Matthew Bonds**

Phone: **971-441-0142**

Mailing Address: **PO Box 209**

City: **Lake Oswego**

State: **OR**

Zip: **97034**

Email Address: **m.bonds@gottlieb.law**

Business Details

Please check all that apply to your proposed business operations at this location:

- ☐ Manufacturing/Production
- ☐ Retail Off-Premises Sales
- ☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

- ☒ Indoor Consumption ☒ Outdoor Consumption
- ☒ Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): **Margarita Factory Keizer, LLC**

Proposed Trade Name: **Margarita Factory**

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: **City of Keizer**

Optional Date Received Stamp

Date Application Received: **2/5/2025**

Received by: **Melissa Bisset**
City Recorder

Section 3 – Recommendation - To be completed by Local Government:

- ☐ **Recommend this license be granted**
- ☐ **Recommend this license be denied** (Please include documentation that meets OLCC 845-005-0308)
- ☐ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Cable TV Franchise Renewal

Proposed Motion

I move to adopt Resolution R2025-__ Approving Renewal of the Cable Television Franchise Agreement with Comcast of Oregon I, Inc.

I. Summary

Comcast requested renewal of their five-year franchise agreement without any changes. There are two (2) years left on the current agreement. This renewal will set the current franchise to expire in seven (7) years (on February 29, 2032).

II. Background

A. The City and Comcast currently have a nonexclusive franchise for Cable Television services in the City of Keizer. The current franchise became effective on March 1, 2022 with an initial term of five (5) years. Section 16 of our franchise agreement states that the parties can renew at any time during the term of the current agreement, “while affording the public adequate notice and opportunity for comment.” This section also references that provisions of the Cable Act (47 USC 546) apply and govern any such renewal. The Cable Act says that if at any time in a 36-month period prior to the end of an agreement, there is a written proposal to extend or renew, then the franchising authority (Keizer) is supposed to respond with a proceeding within 6 months.

III. Current Situation

- A. Comcast sent the City a letter inquiring about the City’s interest in extending the current contract (a five-year nonexclusive franchise agreement) for an additional five-years. In addition to the renewal language in Section 16 and in accordance with the Cable Act, the City adhered to these provisions by sending out a press release prior to the meeting where the matter would be taken up by the Council.
- B. Our current franchise fee is set at 5% of the grantee’s gross revenues. This isn’t being changed. In fact, no changes are being considered.

IV. **Analysis**

- A. **Strategic Impact** - The revenue generated by the Cable TV franchise is consistent and substantial and goes into the general fund.
- B. **Financial** - At the 5% franchise fee rate, last year, this generated \$401,004 in general fund revenue. This year, the projected amount is at \$359,339.
- C. **Timing** - Since we are in the last three (3) years of the agreement, once Comcast requested this extension, the City needs to react by either renewal or issuing a preliminary assessment of why this franchise shouldn't be renewed (with an administrative hearing to consider any evidence).
- D. **Policy/Legal** - To comply with the provisions of Section 16, the City needs to offer the public a chance to give comments. To comply with the Cable Act (47 USC 546), the City needs to either proceed with a renewal in a timely fashion or quickly issue a preliminary assessment of why this franchise shouldn't be renewed and commence an administrative hearing to consider whether the cable operator has substantially complied with material terms of the franchise, the laws, and take into account the quality and need of said services.

V. **Alternatives**

- A. Adopt the resolution, extending the current franchise agreement until February 29, 2032.
- B. Deny the renewal, quickly issue a preliminary assessment of why the franchise shouldn't be renewed, and set a close-in-time administrative hearing to prove it.
- C. Table the renewal for a meeting in the near future.

VI. **Recommendation**

Staff recommends adoption of the resolution, renewing the franchise agreement for an additional five years.

Attachments

- 1. AGREE_CC_2022 Cable Franchise Agreement_3 1 2022
- 2. resolution approving renewal of cable agreement 3 3 2025

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CABLE TELEVISION
FRANCHISE
AGREEMENT

Between the
CITY OF KEIZER

AND
COMCAST OF OREGON I,
INC.

This Franchise Agreement ("Franchise") is between the City of Keizer, Oregon, hereinafter referred to as "the City" "Grantor" or "Franchise Authority" and Comcast of Oregon, I Inc., hereinafter referred to as "the Grantee." The City and the Grantee are referred to together as "the Parties."

The City hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System (as defined herein) on the terms set forth herein.

SECTION 1. DEFINITIONS

For the purposes of this Agreement and all attachments included hereto, the following terms, phrases, words and their derivations shall have the meaning given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- 1.1 **Access** means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:
 - (A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;
 - (B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;
 - (C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and
 - (D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.
- 1.2 **Access Center** means a facility or facilities where Public, Educational, or Governmental use Signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.
- 1.3 **Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access programming or service.
- 1.4 **Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or

control with, Grantee.

- 1.5 **Basic Service** means any service tier which includes the retransmission of local television broadcast Signals, or as such service tier may be further defined by federal law.
- 1.6 **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996.
- 1.7 **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.
- 1.8 **Cable Service** means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.9 **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.
- 1.10 **Capacity** means the maximum ability to carry Signals or other information within a specified format.
- 1.11 **Capital or Capital Cost** means the expenditure of funds for resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").
- 1.12 **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio and may include other non-video subcarriers and digital information.
- 1.13 **Demarcation** means up to and including the device (as of the Effective Date known as the "modulator") where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.

- 1.14 **Designated Access Provider ("DAP")** means the entity or entities designated by the Grantor to manage or co-manage PEG Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any entity designated by the Grantor shall not be a third party beneficiary under this Agreement.
- 1.15 **Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.
- 1.16 **Effective Date** means the date defined in Section 2.4 herein.
- 1.17 **FCC** means the Federal Communications Commission.
- 1.18 **Fiber** means a transmission medium of optical strands of cable capable of carrying Signals by means of lightwave impulses.
- 1.19 **Franchise** means the non-exclusive and revocable authorization or renewal thereof for the construction or operation of a Cable System such as is granted by this Agreement, whether such authorization is designated as a Franchise, license, resolution, contract, certificate, agreement or otherwise.
- 1.20 **Franchise Area** means the area within the legal jurisdictional boundaries of the City of Salem as the City is now or may change during the term of this Agreement.
- 1.21 **Grantee** means Comcast of Oregon, I, Inc. or its permitted successors, transferees or assignees.
- 1.22 **Grantor** means the City of Keizer, Oregon.
- 1.23 **Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:
- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
 - Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
 - Fees paid to Grantee for Channels designated for commercial/leased access use; which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
 - Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
 - Payments for pre-paid Cable Services and/or equipment;
 - Advertising Revenues as defined herein;
 - Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total

Cable Service Subscribers within the Franchise Area.

- Gross Revenues shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. Gross Revenues, however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Agreement. Gross Revenues shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. Gross Revenues shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect, to the extent such sales taxes are in fact transferred by Grantee to the authority imposing the sales tax. With the exception of recovered bad debt, Gross Revenues shall not include bad debt.
- (A) "Gross Revenues" shall **not** include:
- Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
 - Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise fee, the FCC user fee and PEG fee shall not be regarded as such a tax or fee;
 - Launch fees and marketing co-op fees; and,
 - Unaffiliated third- party advertising sales agency fees or commissions which are reflected as a deduction from revenues.
 - Revenue from non-cable services.
- (B) To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services, as defined herein, and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components at the published standalone retail rate card pricing before discounts are applied. . This calculation shall be applied

to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee's calculations.

Example: Prior to any bundle-related price reduction, if Cable Service is valued at 50% of the total of the services to be offered in a bundle, then Cable Service is to be valued and reported as being no less than fifty percent (50%) of the price of the bundled service total.

- (C) Grantee reserves the right to change the allocation methodologies set forth in paragraph (B) above to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"), after providing not less than 30 days written notice of any such change to Grantor and providing Grantor the right to review and to challenge any new allocation methodologies. Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including Grantee's interpretation of GAAP and Grantee's interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.
 - (D) Grantor agrees and acknowledges that Grantee shall maintain its books and Records in accordance with GAAP.
- 1.24 **Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.
 - 1.25 **Interconnect or Interconnection** means the provision by Grantee of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Grantee's Cable System with any other designated Cable System or any separate communications network, so that services of technically adequate quality may be sent to, and received from, such other systems to the extent required by this Agreement.
 - 1.26 **Leased Access Channel** means any Channel commercially available for programming for a fee or charge by Grantee to members of the general public.
 - 1.27 **Origination Point** means a location other than an Access Center, where Public, Educational, or Governmental use programming is delivered to the Grantee for Upstream transmission.
 - 1.28 **Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent

(50%) ownership or control over Grantee.

- 1.29 **Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization, and includes any natural person.
- 1.30 **Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.
- 1.31 **Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.
- 1.32 **Public Rights of Way** include, but are not limited to, Streets, bridges, sidewalks, trails, paths, public utility easements, and all other public ways, including the subsurface under and air space over these areas, excluding parks and parkways, but only to the extent of the Grantor's right, title, interest, or authority to grant a Franchise to occupy and use such Streets and easements for Cable System facilities. "Public Rights of Way" shall also include any easement granted to or owned by the Grantor and acquired, established, dedicated, or devoted for public utility purposes. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. §541(a)(2).
- 1.33 **Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.
- 1.34 **Quarterly or Quarter** means the standard calendar periods of January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, unless otherwise specified in this Agreement.
- 1.35 **School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.
- 1.36 **Section** means a provision of this Agreement, unless specified as part of another document.
- 1.37 **Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.
- 1.38 **Streets** means the surface of any public Street, road, alley or highway, within the Grantor, used or intended to be used by the general public for general transportation purposes to the extent the Grantor has the right to allow the Grantee to use them, and the space above and below.
- 1.39 **Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.
- 1.40 **Upstream** means the transport of Signals to the Headend from remote points on the

Cable System or from Interconnection points on the Cable System.

SECTION 2. – GRANT OF FRANCHISE

2.1 Grant

- (A) Grantor hereby grants to Grantee in the public interest a nonexclusive authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System subject to the terms and conditions set forth in this Agreement.
- (B) This Agreement is intended to convey limited rights and interests only as to those Public Rights of Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
- (C) This Agreement authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6) as amended. Nothing herein shall be interpreted to prevent Grantee or Grantor from challenging the lawfulness or enforceability of any provisions of applicable law. The use of Rights of Way by Grantee for the provision of services other than Cable Service is not regulated, authorized, or prohibited by this agreement, and any such use may be governed by a separate authorization as consistent with applicable law. While Grantee currently utilizes the Public Rights of Way for the provision of services other than Cable Service, Grantee agrees that such utilization does not constitute a waiver, or otherwise limit, Grantor's exercise of its rights, or its ability to seek any legal or equitable remedies against Grantee.
- (D) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement, that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

2.2 Use of Public Rights of Way

Subject to Grantor's supervision and control and the terms of this Agreement, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Rights of Way within the Franchise Area, such wires, cables, conductors, ducts, conduits, vaults, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Services.

Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures now in effect or enacted hereafter, and must obtain any and all necessary permits from the appropriate agencies of Grantor prior to commencing any construction activities. Grantee, through this Agreement, is granted extensive and valuable rights to operate its Cable System for profit using Grantor's Public Rights of Way within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation for costs associated with maintenance of the public right of way, to be paid for these valuable rights throughout the term of this Agreement subject to federal law. Grantor agrees that it will cooperate with Grantee on permitting requests and will review permit applications in a reasonable and timely manner.

2.3 Duration

The term of this Agreement and all rights, privileges, obligations, and restrictions pertaining thereto shall be five (5) years from the Effective Date of this Agreement, unless extended or terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Public Rights of Way for any purpose not incompatible with Grantee's authority under this Agreement, and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 2.5 below.

2.5 Grant of Other Franchises

- (A) The Grantor reserves the right to grant additional Franchises or similar authorizations for the provisions of Cable Services via Cable Systems or similar systems located in the Public Rights of Way. Grantor intends to treat competitors in a nondiscriminatory manner in keeping with federal law. If the Grantor grants such an additional Franchise or authorization to use the Public Rights of Way to provide such services and Grantee believes the Grantor has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this Section 2.5 will apply. If the Grantor or other government agencies or affiliates provides comparable video services, it may be considered a competitor under this Section.

- (B) As part of this Agreement, the Grantor and Grantee have mutually agreed that the following material Franchise terms may be used to compare Grantee's Franchise to a competitor: a 5% (five percent) Franchise fee, PEG funding, PEG Access Channels, access to the public right of way, customer service obligations, and complimentary services (hereinafter "Material Obligations"). Grantor and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a competitor and as such can reasonably be expected to be applied fairly across all competitors.
- (C) Within one (1) year of the adoption of a competitor's Franchise or similar authorization, Grantee must notify the Grantor in writing of the Material Obligations in this Agreement that exceed the Material Obligations of the competitor's Franchise or similar authorization. The Grantor shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the competitor, or dispute that the Material Obligations are different. In the event the Grantor disputes the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the Grantor that it elects to immediately commence the renewal process under 47 USC§ 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.
- (D) Nothing in this Section 2.5 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the Grantor be required to refund or to offset against future amounts due the value of benefits already received.
- (E) Section 2.5(C) does not apply if the Grantor is ordered or required to issue a Franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the Grantee's competitor actually commencing provision of service in the market to its first customer. Should the competitor fail to continuously provide service for a period of six (6) months, the Grantor has the right to implement this Agreement with its original terms upon one hundred twenty (120) days' notice to Grantee.

2.6 Police Powers

Grantee's rights hereunder are subject to the lawful police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the general public. Nothing in this Agreement shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by Grantor. Nothing in this Section shall be deemed a waiver by Grantee or the Grantor of the rights of Grantee or the Grantor under applicable law.

2.7 Relations to Other Provisions of Law

This Agreement and all rights and privileges granted under it are subject to, and the Grantee must exercise all rights in accordance with, applicable law as amended over the Franchise term. This Agreement is a contract, subject to the Grantor's exercise of its police and other regulatory powers and such applicable law. This Agreement does not confer rights or immunities upon the Grantee other than as expressly provided herein. In cases of conflict between this Agreement and any ordinance of general application that directly affects or changes the material terms or obligations of Grantee under the Franchise Agreement, the Franchise Agreement shall govern. Grantee reserves all rights it may have to challenge the lawfulness of any Grantor ordinance, whether arising in contract or at law. The Grantor reserves all of its rights and defenses to such challenges, whether arising in contract or at law. The Franchise issued, and the Franchise fee paid hereunder, are not in lieu of any other required permit, authorization, fee, charge, or tax, unless expressly stated herein.

2.8 Effect of Acceptance

By accepting the Franchise the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will not oppose the Grantor's intervening or other participation in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fees

- (A) As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use Public Rights of Way, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the Effective Date of this Agreement. The Franchise fees are in addition to all other fees, assessments, taxes, or payments of general applicability that the Grantee may be required to pay under any federal, state, or local law to the extent not inconsistent with applicable law. This Agreement and the Franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.
- (B) In the event any law or valid rule or regulation applicable to this Franchise limits Franchise fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then the Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%) during all affected time periods.

3.2 Payments

Grantee's Franchise fee payments to Grantor shall be computed quarterly. Each quarterly payment shall be due and delivered to Grantor no later than forty-five (45) days after the last day of the preceding quarter.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to Grantor, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Audit/Reviews

No more frequently than every twenty-four (24) months, upon thirty (30) days prior written notice, Grantor shall have the right to conduct an independent audit or review of Grantee's Records reasonably related to the administration or enforcement of this Agreement. The Grantor may hire an independent third party to audit or review the Grantee's financial Records, in which case the Grantee shall provide all necessary Records to the third party. All such Records shall be made available in the local offices of the Grantee or provided in electronic format fully compatible with Grantor's software. If the audit or review shows that Franchise fees have been underpaid by five percent (5%) or more, Grantee shall reimburse Grantor the reasonable cost of the audit or review up to twenty thousand dollars (\$20,000) within thirty (30) days of the Grantor's written demand for same. Records for audit/review purposes shall include without limitation:

- (A) Source documents, which demonstrate the original or beginning amount, and the final amount shown on any report related to and/or included in the determination of Franchise fees, revenues or expenses related thereto.
- (B) Source documents that completely explain any and all calculations related to any allocation of any amounts involving Franchise fees, revenues, or expenses related thereto.
- (C) Any and all accounting schedules, statements, and any other form of representation, which relate to, account for, and/or support and/or correlate to any accounts involving Franchise fees, revenues or expenses related thereto.

3.6 Interest on Late Payments

Payments not received within forty-five (45) days from the quarter ending date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgments in the State of Oregon.

3.7 Additional Commitments Beyond Franchise Fees

No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees to Grantor in accordance with applicable law. The total value of Franchise fee cash payments and additional commitments set forth elsewhere in this Franchise may not total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period. In such case, and subject to applicable law, Grantor may, in its sole discretion, elect to (1) discontinue requiring Grantee to provide the additional commitment, (2) pay directly to Grantee the current municipal pricing sheet rate value of the commitment consistent with Section 12.3 of this Agreement; or (3) continue the additional commitment subject to fee offset from franchise fees consistent with Section 12.3 of this Agreement.

3.8 Costs of Publication

Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement, and any amendments thereto, including changes in control or transfers of ownership, as such notice or publication is reasonably required by Grantor or applicable law.

3.9 Tax Liability

Payment of the Franchise fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor.

3.10 Payment on Termination

If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues (as defined herein) received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a performance bond or other security provided by the Grantee.

SECTION 4. – ADMINISTRATION AND REGULATION

4.1 Authority

Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion.

4.2 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and shall be nondiscriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military status, or physical or mental disability, or geographic location in the Franchise Area to the extent required by applicable law.

4.3 Filing of Rates and Charges

Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.

4.4 Time Limits Strictly Construed

Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of a force majeure occurrence, as defined in Section 4.6, Grantee's performance shall be excused during the force majeure occurrence and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees, or duly authorized agents.

4.5 Mid-Term Performance Evaluation Session

- 4.5.1 Grantor may hold up to three performance evaluation sessions during the term of this Agreement. Grantor shall conduct any such evaluation session.
- 4.5.2 Evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.
- 4.5.3 Evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.
- 4.5.4 As part of the performance evaluation session, Grantee shall submit to the Grantor a facilities survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are served by Grantee and indicating with particularity

where Grantee is providing both Cable Services and non-Cable services. Such report shall also include with particularity the number of cable miles, and the location of all overhead and underground equipment and facilities. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.

- 4.5.5 During an evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation subject to Section 7.2.

4.6 Force Majeure

For the purposes of interpreting the requirements in this Agreement, Force Majeure shall mean: an event or events reasonably beyond the ability of Grantee to anticipate and control. This includes, but is not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably beyond the control of Grantee to foresee or control.

4.7 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Service shall be subject to regulation by Grantor to the full extent authorized by applicable federal, state and local laws.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Insurance Requirements

- (A) General Requirement. Grantee must have adequate insurance during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its duly authorized agents, representatives, contractors, subcontractors and their employees.
- (B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor. The Grantee shall obtain policies for the following initial minimum insurance limits:
 - (1) Commercial General Liability: Two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a two

million dollar (\$2,000,000) aggregate limit; and one million dollar (\$1,000,000) limit for broadcasters liability;

- (2) Automobile Liability: One million dollar (\$1,000,000) combined single limit per accident for bodily injury and property damage;
- (3) Employer's Liability: Two million dollar (\$2,000,000) limit; and
- (4) Worker's compensation coverage as required by law.
- (5) Property Loss: Fire insurance with coverage for extended perils on the franchise property used by Grantee in the conduct of franchise operations in an amount adequate to enable Grantee to resume franchise operations following the occurrence of any risk covered by this insurance.

5.2 Deductibles and Self-Insured Retentions

If Grantee changes its policy to include a self-insured retention, the Grantee shall give notice of such change to the Grantor. Grantor's approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible or self-insured retention of the policies shall not in any way limit Grantee's liability to the Grantor.

(A) Endorsements.

- (1) All policies shall contain, or shall be endorsed so that:
 - (a) The Grantor, its officers, officials, employees, and duly authorized agents are to be named as additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;
 - (b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, and duly authorized agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, and duly authorized agents shall be in excess of the Grantee's insurance and shall not contribute to it;
 - (c) Grantee's insurance shall apply separately to each insured against whom a claim is made, or lawsuit is brought, except with respect to the limits of the insurer's liability; and
 - (d) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days prior written notice, return receipt requested, has been given to

the Grantor.

- (B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with an A.M. Best's rating of no less than "A-".
- (C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting the insurance requirements of this agreement. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement and Grantor's ordinances and laws.

5.3 Indemnification

- (A) Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, commissions, duly authorized agents, and employees against any and all claims, including, but not limited to, third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee and its officers, employees, or duly authorized agents, and Grantee's contractors and their subcontractors, arising out of the construction, operation or repair of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement, provided, however, the Grantee will not be obligated to indemnify Grantor should Grantor intervene in any proceeding regarding the act of the Grantor in granting the franchise; and provided further Grantee will not be obligated to indemnify Grantor for damage or injury resulting from the negligence or willful negligence of Grantor. Without limiting in any way the Grantee's obligation to indemnify the Grantor and its officers, boards, commissions, duly authorized agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:
 - (1) To persons or property, to the extent such liability arises out of or through the acts or omissions of the Grantee, its contractors, subcontractors, and their officers, employees, or duly authorized agents, or to which the Grantee's negligence or fault shall in any way contribute;
 - (2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any claims arising out of use of PEG

Access Channels or use of PEG funds by Grantor and/or DAP;

- (3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and
 - (4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.
- (B) Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of Section 5.3, the Grantor may defend such claim and seek recovery from Grantee its expenses for reasonable attorney fees and disbursements, including expert witness fees, incurred by Grantor for defense and in seeking such recovery.

5.4 Performance Bond

- (A) In addition to any other generally applicable bond or security fund obligations required by local ordinance, upon the Effective Date of this Agreement, the Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantor, with good and sufficient surety approved by the Grantor, in the penal sum of One Hundred Thousand Dollars (\$100,000.00), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Agreement. Such bond shall be issued by a bonding company licensed to do business in the state of Oregon and shall be maintained by the Grantee throughout the term of this Agreement.
- (8) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days written notice first being given to the Grantor. The bond shall be subject to the approval of the Grantor or the Commission as to its adequacy under the requirements of this Section. During the term of the bond, Grantee shall file with the Grantor a duplicate copy of the bond

along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days prior written notice to the Grantor.

SECTION 6. CUSTOMER SERVICE

- 6.1 Grantee shall comply with the customer service standards set forth in 47 CFR Section 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.
- 6.2 Emergency Broadcast. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, that applies to Grantor.
- 6.3 ADA Accessible Equipment. Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and shall provide such equipment and services in accordance with federal and state laws.
- 6.4 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other applicable federal, state or local laws, rules and regulations relating to non-discrimination.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

- (A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent Corporations and Affiliates that are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny Grantor access to any of Grantee's Records on the basis that Grantee's Records are under the control of any Parent Corporation, Affiliate or a third party. Grantor may, in writing, request copies of any such Records or books and for those books and Records not related to pending Subscriber complaints, Grantee shall provide such copies within ten (10) business days of the transmittal of such request. For those books and Records associated with an audit, Grantee shall provide said books and Records within thirty (30) calendar days of the transmittal of such request. One copy of all books and Records required under this Section shall be furnished to Grantor at sole expense of Grantee. If the requested books and Records not related to Subscriber complaints are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within seven (7) business days, that Grantor inspect them at one of Grantee's local area offices. If any books or Records of Grantee are not kept in a local office and are not made available to Grantor upon written request as set forth above, and if Grantor determines that an examination of such books and records is necessary or appropriate to the performance of any of Grantor's duties

under this agreement, then all reasonable travel expenses incurred by Grantor in making such examination shall be paid by Grantee. Grantor and Grantee may mutually agree in writing to waive or modify the schedule in individual cases where compliance with the schedule is infeasible due to circumstances beyond the control of Grantee.

- (B) Grantee shall at all times maintain a full and complete set of plans, Records and "as built" maps showing the location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops, and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantee shall allow Grantor access and the right to view these plans, Records and maps within 5 business days of receiving notice from Grantor.

7.2 Confidentiality of Books and Records

Grantee acknowledges that information submitted to the Grantor is open to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.478. Grantee is responsible for becoming familiar with and understanding the provisions of the Oregon Public Records Law. Grantee may identify certain information in its books and Records as confidential or proprietary. Grantee shall clearly and conspicuously stamp the word "Confidential" on each page of its books and Records that Grantee determines contains confidential or proprietary information prior to submitting such information to the Grantor. Grantee shall also provide a brief written explanation as to why such information is confidential under state or federal law. Grantor shall treat any information so identified as confidential until Grantor receives a request for disclosure of such information and Grantor makes a determination that such information is disclosable in accordance with applicable laws. Grantor will make reasonable efforts to provide Grantee with not less than five (5) days' advance notice of any request for information identified as confidential. If Grantor believes it must release any such confidential books and Records in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, Grantor agrees that, to the extent permitted by state and federal law, and where Grantor determines that any such record is not subject to public disclosure, it shall deny access to any of Grantee's books and Records marked confidential as set forth above to any Person. Grantor shall retain sole discretion to determine whether to release any information identified as confidential by Grantee, in accordance with applicable laws.

7.3 Copies of Federal and State Documents

Upon thirty (30) days of a request by Grantor, Grantee shall submit to Grantor a list, or copies of actual documents, of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its Parent Corporations or Affiliates to any federal, state or local courts; regulatory agencies or other government bodies if such documents specifically relate to the operations of Grantee's Cable System within the

Franchise Area. To the extent allowed by law, any such confidential material determined to be exempt from public disclosure shall be retained in confidence by Grantor and its duly authorized agents and shall not be made available for public inspection.

7.4 Complaint File and Reports

Grantee shall keep an accurate and comprehensive Record of any and all complaints regarding the operation and performance of the Cable System within the Franchise Area, and that require a service call, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for three (3) years and remain available to Grantor during normal business hours.

7.5 Inspection of Facilities

Grantor may inspect upon request any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least twenty-four (24) hours' notice, or, in case of an emergency, upon demand without prior notice.

7.6 False Statements

Any intentional false or misleading statement or representation in any report required by this Agreement may be deemed a violation of this Agreement and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Agreement or otherwise. Grantor shall have the right to determine the severity of the violation based upon the report in question.

7.7 Report Expense

All reports and Records required under this or any other Section shall be furnished, without cost, to Grantor.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

(A) Grantee's Cable System shall provide the widest diversity of Programming possible. Grantee shall provide at least the following broad categories of Programming to the extent such categories are reasonably available:

- (1) Educational Programming.
- (2) Sports.
- (3) General entertainment (including movies).
- (4) Children/family oriented.

- (5) Arts, culture and performing arts.
- (6) Foreign language.
- (7) Science/documentary.
- (8) Weather information.
- (9) Programming addressed to diverse ethnic and minority interests in the Franchise Area; and
- (10) National, state, and local government affairs.

(B) Grantee shall not delete any broad category of Programming within its control.

8.2 Parental Control Devices

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.3 Leased Access Channels

Grantee shall meet the requirements for Leased Access Channels imposed by federal law.

8.4 Continuity of Service

- (A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 4.6 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.
- (B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Management and Control of Access Channels

- (A) Grantor may authorize a DAP to control and manage the use of any and all Access Centers provided by Grantee under this Agreement, including, without limitation, the operation of Access Channels. To the extent of such designation by Grantor, as between the DAP and Grantee, the DAP(s) shall have sole and exclusive responsibility for operating and managing such Access Centers. The

Grantor or its designee may formulate rules for the operation of the Public Access Channels, consistent with this Agreement; such rules shall not be designed to control the content of Public Access Programming except as necessary to ensure compliance with state or federal laws and regulations. Nothing herein shall prohibit the Grantor from authorizing itself to be a DAP.

- (B) Grantee shall cooperate with Grantor and DAPs in the use of the Cable System and Access Centers for the provision of PEG Access.
- (C) All Subscribers shall receive the PEG channels without additional charges for the service or equipment regardless of the tier of service they subscribe to.
- (D) Except as provided in this Agreement, the Grantor shall allocate Access resources to DAPs only.
- (E) The Grantee shall, at Grantee's expense, continue to provide current connections, including all necessary terminal equipment for the transmission, of all PEG Access Channels required in this Agreement to and from the Grantee's Headend and the DAP headend as of the Effective Date of this Agreement. If the Grantor designates new Access providers, or if a current DAP moves its site or location at its own instigation after the Effective Date of this Agreement, the direct costs to construct the Cable System from the new site or location to the nearest distribution point of the Cable System shall not be the responsibility of Grantee and may be funded from the PEG capital fee under Section 9 of this Agreement. Neither Grantor nor Grantee waives any rights under applicable federal law regarding the provision of PEG channels, as set forth in this Agreement.

9.2 Channel Capacity and Use

- (A) Upon the Effective Date of this Agreement, all Access Channels provided for herein are administered by the Grantor or a DAP.
 - (1) Existing Access Channels: Grantee shall provide two (2) standard definition ("SD") Downstream Channels of Public, Educational, and Governmental Access Programming, for distribution on Grantee's Basic Service tier. Grantee does not relinquish its ownership of or ultimate right of control over Cable System capacity. The Channel positions designated for PEG Access use shall be maintained for the duration of this Agreement, subject to Section 9.6 in this Agreement.
 - (2) Throughout the term of this Agreement, Grantee shall, at Grantee's expense subject to Section 3.7, provide and maintain existing Fiber Upstream links to enable character generated, pre-recorded, and live cablecasts between the Origination Points provided pursuant to Section 9.8 and any DAP headend facility to enable the distribution of PEG Access Programming to Subscribers on PEG Channels.

"Locally Produced" means programming produced in Marion

County or produced specifically for Grantor; and "Original Programming" means Programming in its initial cablecast on the Cable System or in its first or second repeat; and

"Locally Scheduled" means that the scheduling, selection, and or playback of Original Programming on a per-program basis is determined in consultation with, or pursuant to the operating procedures of, the DAP or, with respect to programming received over the interconnection, the provider transmitting the programming over the interconnection. However, carriage on any Access Channel of all or a substantial portion of any non-local programming which duplicates programming otherwise carried by Grantee as part of its Cable Services shall not be considered "Locally Scheduled."

- (3) If at any time during the term of this agreement Grantee's Basic Service Tier is no longer available to Subscribers, Grantee shall make reasonable effort to make every Access Channel required under this Section 9 available to every Subscriber in the Franchise Area, without additional charge of any kind.

9.3 Standard Definition Channels

Grantee shall carry all components of the SD Access Channel Signals provided by the DAP including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The DAP shall be responsible for providing the Access Channel Signal in an SD format to the Demarcation point at the designated point of origination for the Access Channel. Grantee shall be responsible for costs associated with the transport and distribution of the SD Access Channel on its side of the Demarcation point.

9.4 High Definition Channels

- (A) Upon the Effective Date of this Agreement and within one hundred twenty (120) days following written notice by the Grantor, Grantee shall activate one (1) of the existing Access Channels, as designated by the Grantor, in high definition ("HD") format and simultaneously carry that SD Access Channel Signal provided under Section 9.2.
- (B) Grantee shall carry all components of the HD format Access Channel Signals provided by the DAP including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The DAP shall be responsible for the costs associated with providing the Access Channel Signal in an HD format to the Demarcation point at the designated point of origination for the Access Channel. Grantee shall be responsible for actual costs associated with the transport and distribution of the HD Access Channel on its side of the Demarcation point, except that Grantee may offset its actual costs against the PEG capital fee in Section 12 for the one-time purchase of network equipment associated with the provision of HD PEG Programming.

- (C) Grantee shall have no more than one hundred twenty (120) days from the date of the written notices in this Section 9.4 to fully activate the Access Channel from the DAP to Subscribers in the HD format. Grantee shall verify HD Channel Signal delivery to Subscribers with the DAP. Upon request, Grantor shall provide documentation to confirm that the criteria set forth above has been met.
- (D) The Grantor acknowledges that receipt of HD format Access Channel may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to HD services. Grantee shall not be obligated to provide complimentary HD receiving equipment to institutional or courtesy accounts as a result of the obligations set forth in this Section 9.4.

9.5 Quality of SD and HD Access Channel Signals.

The Grantee shall not unreasonably discriminate against SD and HD Access Channels with respect to accessibility, functionality and to the application of any applicable FCC Rules and Regulations, including without limitation Subpart K Channel Signal standards. With respect to Signal quality, Grantee shall not be required to carry an Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall distribute the Access Channel Signal without degradation. There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD Signals so long as the requirements of this Agreement are otherwise met. Grantee may implement HD carriage of PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a Signal quality for the Subscriber that is reasonably comparable and functionally equivalent to similar commercial HD Channels carried on the Cable System. In the event the Grantor believes and provides evidence that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner. Disputes under this Section 9.5 shall be addressed through the Franchise enforcement procedures set forth in Section 13. Upon reasonable written request by a DAP, Grantee shall verify that Access Channel Signal delivery to Subscribers is consistent with the requirements of this Section 9.5.

9.6 Relocation of Access Channels

Grantee shall make all reasonable efforts to coordinate the cablecasting of all Programming on the Cable System on the same Channel designations as such Programming is currently cablecast in the Franchise Area as set forth in Section 9.2 herein. If at any time during the duration of this Agreement, the parties agree to a reassignment of the location of an Access Channel on its Cable System, Grantee shall provide at least sixty (60) days advance written notice to the Grantor and the DAP(s) prior to the actual date of such Channel relocation. Grantee shall make best efforts in the event of Channel relocation, to place the Access Channels within reasonable proximity from the Channel location for network affiliate. Grantee shall also assign the HD PEG Access Channel a number near the other HD local broadcast stations if such Channel positions are not already taken, or if that is not possible, near HD news/public affairs Programming Channels if such Channel positions are not already taken, or if not possible, as reasonably close as available Channel numbering will allow. Grantee shall ensure that Subscribers are notified of such reassignment in accordance with the notice requirements in

Section 6 that include its customer messaging function, for at least fifteen (15) days prior to the change and fifteen (15) days after the change.

9.7 Access Interconnections

The Grantee shall, subject to any rights under federal law, maintain for the duration of this Agreement any and all existing Interconnections of Access Channels with contiguous Cable Systems owned by the Grantee as of the Effective Date of this Agreement, in order to receive from and deliver to the DAP's headend, via the Grantee's Headend, all the Access Channels required by this Agreement and originating by the Grantor or its designee.

9.8 Origination Points

- (A) The existing Origination Points listed in Attachment "A" will remain available, at the expense of Grantee, for use by the DAP to enable the distribution of PEG Access Programming on the Cable System during the term of this Agreement.
- (8) Additional permanent Origination Points requested by the Grantor or DAP in writing shall be provided by Grantee as soon as reasonably possible at the expense of Grantor or DAP. Such costs may be paid for from the PEG capital fee in Section 14.
- (C) There shall be no charge to the Grantor, to any other DAP, or to any other Person for the use of the Upstream Capacity from the program origination locations described in this Section, subject to Grantee's rights under federal law and Section 3.7, so long as the transmissions are designed for re-routing and distribution on any PEG Channel(s).

9.9 Changes in Technology

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee's Signal delivery technology, which directly or indirectly affects the Signal quality or transmission of Access services or Programming or requires Grantor to obtain new equipment in order to be compatible with such change for purposes of transport of and delivery of any Access Channels (SD or HD), Grantee shall, at its own expense and free of charge to Grantor and DAP, take necessary technical steps or provide necessary technical assistance, including the purchase or acquisition and maintenance of all necessary equipment, and training of Grantor's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

9.10 Technical Quality

The Grantee shall maintain all Upstream and Downstream Access services, Programming and Interconnections at the same level of technical quality and reliability required by this Agreement and all other applicable laws, rules and regulations. Grantee shall provide routine maintenance and shall repair and replace all transmission equipment, including transmitters/receivers, associated cable and equipment in use upon the Effective Date of this Agreement, necessary to carry a quality Signal to and from Demarcation at Grantor's or DAP's facilities.

9.11 PEG Access Program Listings on Cable System's Digital Channel Guide

To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital Channel guide, Grantee will not restrict Grantor or the DAP from making arrangements with the Channel guide vendor to make detailed Programming listings available on the guide. The Grantor or DAP will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service. The cost for this service may be funded by the PEG capital fee as set forth in Section 14.

SECTION 10. GENERAL STREET USE AND CONSTRUCTION

10.1 Construction

- (A) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System to provide Cable Services. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 10.1(D), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all necessary permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits and give appropriate notices to any other Cable Operators, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.
- (B) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction projects currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, Cable Operators, and permittees so as to reduce as far as possible the number of Street cuts.
- (C) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other pertinent provisions of law, and any permit issued by the Grantor.
- (D) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such

excavations or construction, including the payment of permit or license fees.

- (E) Whenever possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Grantee may charge for use of the conduit consistent with all applicable laws. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the Grantor upon demonstrated need and subject to protecting Grantee's proprietary information from disclosure to third parties.

10.2 Location of Facilities

Grantee shall comply with the requirements of Oregon Utility Notification Center ORS 757.542-757.562 and ORS 757.993 (penalty for violation of utility excavation notification provisions), and applicable rules and regulations promulgated thereunder in OAR Chapter 952 relating to Oregon Utility Notification Center.

10.3 Relocation

- (A) Relocation for Grantor.

- (1) Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority, or where the Franchising Authority determines it is in the public interest, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Grantee shall not be required to pay for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, provided that the original location of the particular Cable System facilities were approved by Grantor through the permitting process. Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may affect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.
- (2) If public funds, other than the funds of Grantor, including passed-through funds, are available to any Person using such Public Rights of Way for the purpose of defraying the cost of any of the relocation of facilities as provided under this Section, Grantee shall be afforded equal treatment

subject to applicable law and regulations.

- (B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.
- (C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action regarding the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated. Grantee shall not be required to act under this Section 10.3(C) until Grantee and the Franchise holder have determined how costs associated with relocation under this section will be paid between Grantee and the third-party Franchise holder.
- (D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require the permit holder to pay the full amount in advance.

10.4 Restoration of Public Rights of Way

Whenever Grantee excavates, damages or disturbs the surface of any Public Right of Way for any purpose, including but not limited to relocation or undergrounding as required in this Section, Grantee shall promptly restore the Public Right of Way to the satisfaction of the Grantor in accordance with applicable Grantor ordinances and codes and any permit issued by the Grantor. In the event there is no applicable ordinance, code or permit, Grantee shall promptly restore the Public Right of Way to at least its prior condition. Unless otherwise provided in any permit issued by Grantor, when any opening is made by Grantee in a hard surface affected by the excavation in accordance with applicable regulations of the Grantor. Grantor may, after providing notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, refill or repave any opening made by Grantee in the Public Rights of Way, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and/or repair any work done by Grantee that, in the determination of Grantor, is inadequate. The cost thereof, including the costs of inspection and supervision, shall be paid by the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. All excavations made by Grantee in the Public Rights of Way shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Agreement, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor.

10.5 Maintenance and Workmanship

- (A) Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Public Rights of Way by, or under, Grantor's authority.
- (B) Grantee shall maintain and use any equipment necessary to control and carry Grantee's cable television Signals so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and in a presentable condition.

10.6 Reservation of Grantor in Public Rights of Way

Nothing in this Agreement shall prevent Grantor or utilities owned, maintained or operated by public entities other than Grantor, from constructing sewers, grading, paving, repairing or altering any Public Right of Way; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable Systems interferes with the construction or repair of any Public Right of Way or public improvement, including construction, repair or removal of a sewer or water main or any other public work, Grantee's Cable System shall be removed or replaced in the manner Grantor shall direct, and Grantor shall in no event be liable for any damage to any portion of Grantee's Cable System. Any and all such removal or replacement shall be at the expense of Grantee. Should Grantee fail to remove, adjust or relocate its facilities by the date established by Grantor's written notice to Grantee, Grantor may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by Grantor due to Grantee's delay.

10.7 Use of Conduits by Grantor

Grantor may install or affix and maintain wires and equipment owned by Grantor for governmental purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Public Rights of Way and other public places without charge to Grantor if such installation by Grantor results in no additional cost to Grantee, and to the extent space therein or thereon is reasonably available and feasible without compromising the integrity of the Cable System or facility, and pursuant to all applicable ordinances and codes. For the purposes of this Section 10.7, "governmental purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes or provision of services in competition with Grantee. Grantor may, consistent with Section 3.7, elect to pay the mutually-agreed fair market value for the use of Grantee's facilities, and authorize Grantee to deduct the mutually-agreed upon fair market value from its Franchise fees payable to Grantor, or discontinue use of Grantee's facilities. This provision applies only to the extent that such payment, deduction or discontinuation of use is required under federal law.

10.8 Public Rights of Way Vacation

If any Public Right of Way or portion thereof used by Grantee is vacated by Grantor during the term of this Agreement, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Public Right of Way, Grantee shall, without delay or expense to Grantor, remove its facilities from such Public Right of Way, and restore, repair or reconstruct the Public Right of Way where such removal has occurred, and place the Public Right of Way in such condition as may be required by Grantor. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by Grantor, to restore, repair or reconstruct such Public Right of Way, Grantor may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by Grantor, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation, and failure to make such payment shall be considered a material violation of this Agreement.

10.9 Discontinuing Use of Facilities

Whenever Grantee intends to discontinue using any facility within the Public Rights of Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Public Rights of Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Rights of Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

10.10 Hazardous Substances

- A. Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.
- B. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.
- C. Grantee agrees to forever indemnify the Grantor, its officers, boards, commissions, duly authorized agents, and employees, from and against any claims, costs and expenses of any kind, pursuant to and in accordance with applicable State or federal laws, rules and regulations, for the removal or remediation of any leaks, spills, contamination or residues of hazardous substances attributable to Grantee's Cable System in the Public Rights of Way.

10.11 Undergrounding of Cable

- (A) Where all utility lines are installed underground at the time of Cable System construction, or when such lines are subsequently placed underground, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, to the extent permitted by law and applicable safety codes. Cable must be installed underground where: (1) all existing utility lines are placed underground, or (2) all overhead utility lines in a given area are placed underground as part of a public project.
- (B) Related Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment. In areas where electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.
- (C) For purposes of this Section, "utility lines" and "utility wiring" does not include high voltage electric lines.

10.12 Tree Trimming

Subject to acquiring prior written permission of the Grantor, including any required permits, the Grantee shall have the authority to trim trees that overhang a Public Right of Way of the Grantor so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable codes and regulations and current, accepted professional tree trimming practices.

10.13 Construction, Building and Zoning Codes

Grantee shall strictly adhere to all applicable construction, building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to not cause unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor may require the removal or relocation of Grantee's lines, cables, and other appurtenances, at Grantee's cost, from the property in question.

10.14 Standards

- A. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with applicable provisions of the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

- B. Grantee shall ensure that individual Cable System drops are properly bonded to the electrical power ground at the home at time of installation, and are consistent, in all respects, with applicable provisions of the National Electrical Code and the National Electrical Safety Code.

10.15 New Developments

Grantor agrees, to the extent consistent with applicable law, to require that any developer (A) give the Grantee at least ten (10) days advance written notice of the availability of any open trench, and (B) provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench nor shall failure of any developer to contact Grantee under this section be considered a violation of this Agreement.

SECTION 11 - SYSTEM DESIGN AND STANDARDS

11.1 Subscriber Network

(A) As of the Effective Date of this Agreement, the Cable System utilizes a Fiber to the node architecture serving no more than fifteen hundred (1,500) Subscribers per node. All active electronics are 750 MHz capable equipment, or equipment of higher bandwidth. Grantee agrees to maintain and improve upon this architecture as demand requires.

(B) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance specifications required by the FCC.

11.2 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), technical standards, as they may be amended from time to time, regardless of the transmission technology utilized.

11.3 Test and Compliance Procedures

(D) Upon request, Grantee shall advise Grantor of schedules and methods for testing the Cable System on a regular basis to determine compliance with the provisions of applicable FCC technical standards. Representatives of Grantor may witness tests, and written test reports may be made available to Grantor upon request.

(E) As required by 47 C.F.R. § 76, Grantee shall conduct proof of performance tests and cumulative leakage index tests designed to demonstrate compliance with FCC requirements. Grantee may, upon request from Grantor, provide Grantor summary written reports of the results of such tests.

SECTION 12 - SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

12.1 Equivalent Service

Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area.

12.2 Service Availability

- A. Service to New Subdivisions. Grantee shall provide Cable Service in new subdivisions provided that at least ten (10) residences within that subdivision are within 1320 cable bearing strand feet from Grantee's nearest trunk or distribution cable as outlined under Section 12.2(c), upon the earlier of either of the following occurrences: 1) Within sixty (60) days of the time when foundations have been installed in fifty (50) percent of the dwelling units in any individual subdivision; or 2) Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.
- B. Grantee shall provide such service:
1. With no line extension charge except as specifically authorized elsewhere in this Agreement.
 2. At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.
- C. Required Extensions of Service. Whenever the Grantee shall receive a request for service from at least ten (10) residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such potential Subscribers at no cost to said Subscribers for Cable System extension, other than the usual connection fees for all Subscribers within ninety (90) days, provided that such extension is technically and financially feasible, and if it will not adversely affect the operation of the Cable System.
- D. Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a potential Subscriber's request to locate a cable drop underground, existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to such Subscriber, or a density of less than ten (10) residences per one thousand three hundred twenty (1,320) cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and potential Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per one thousand three hundred twenty (1320) cable-bearing strand feet of its trunks or distribution cable and whose denominator equals ten (10) residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on

a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscriber be paid in advance.

- E. Enforcement. Failure to meet these standards shall subject Grantee to enforcement actions in Section 13.

12.3 Connection of Public Facilities

a. The parties agree that under the FCC Section 621 Order, complimentary accounts are not a condition of the renewed franchise. Grantee will itemize pricing for all former complimentary service locations (attached hereto as Attachment A), at rates consistent with applicable law – at the time of this writing, defined as “marginal cost”, and shall be subject to applicable fees and taxes and Grantee’s regular, nondiscriminatory rate adjustments.

b. Should Grantee no longer provide Complimentary Service to a location or locations, then Grantor or former Complimentary Service recipients have the right to choose to retain those previously complimentary Cable Services at the rates described in 12.3(a) above. Schools and Libraries will not be included as Complimentary Service recipients. Grantee will disclose in writing the amount due and shall arrange with Grantor for direct invoicing or other payment options as permitted under applicable law. Charges may include those for services and equipment, if any, at each location. Grantor also has the option to terminate Cable Service to a given Location identified in Attachment A, at any given time.

SECTION 13 - FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

13.1 Procedure for Remedying Franchise Violations

- A. If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.
- B. The Grantor must provide written notice of a violation. Upon receipt of notice, the Grantee will have a period of thirty (30) calendar days to do one of the following:
- i. Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and request a hearing in accordance with subsection (E) below, or;
 - ii. Cure the violation, or;
 - iii. Notify Grantor that Grantee cannot cure the violation within the thirty (30) calendar days and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee’s projected completion date for such cure. At Grantor’s sole

discretion, Grantor may allow Grantee up to an additional sixty (60) calendar days to cure the violation or Grantor may set a hearing before its hearing officer in accordance with subsection (C) below. If Grantor allows for an additional period of time for Grantee to cure the violation and Grantee does not cure the violation within the extended period of time, then Grantor shall set a hearing before its Hearing Officer in accordance with subsection (C) below;

- iv. Notify Grantor, in writing that Grantee concurs with Grantor's assertion that a violation has occurred but contesting Grantor's preferred remedy and request a hearing before Grantor's hearing officer in accordance with subsection (E) below.
- C. If, pursuant to the provisions of subsection B above, a hearing is to be set before the Grantor's hearing officer, the hearing shall be conducted in front of city council with the hearing officer present. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are determined by mutual consent to be reasonable, the hearings officer shall impose remedies as set forth in subsection (G) below.
- D. In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall impose remedies as set forth in subsection (G) below.
- E. In the event that the Grantee contests the Grantor's assertion that a violation has occurred, or concurs that a violation has occurred but contests Grantor's preferred remedy and requests a hearing in accordance with subsection (B) above, then the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what fines shall be applied. If the hearings officer determines that a violation has occurred or Grantee concurs that a violation has occurred and is only contesting Grantor's preferred remedy, then the hearings officer shall determine remedial options as set forth in subsection (G) below.
- F. In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject and may provide additional hearing procedures as Grantor deems appropriate.
- G. If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:
- 1. Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;
 - 2. Recommend revocation of this Agreement, and/or;

3. Pursue any other legal or equitable remedy available under this Agreement or any applicable law.
- H. The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.
- I. Grantor may institute any appropriate suit or legal action in a court of competent jurisdiction to enforce the decision or order of the hearings officer, and, notwithstanding any determination by the hearings officer, may pursue any legal or equitable remedy available under this Agreement or any applicable law.
- J. Grantor's failure to pursue a remedy under this section for Grantee's violation of this Agreement shall not constitute consent to any subsequent breach of the Agreement or a waiver of Grantor's ability to seek a remedy for any violation of this Agreement.
- K. Nothing in this section shall be interpreted as limiting the ability of the Grantor and Grantee to agree that a violation of this Agreement has occurred and to the appropriated remedy.
- L. Nothing in this Section shall be construed as limiting Grantor's ability to seek, in a court of competent jurisdiction, injunctive relief or any remedy which would be impacted by allowing the cure period set out in subsection (B) above or any other procedure in this section.

13.2 **Revocation**

- A. Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 13.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of Grantor, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.
- C. Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the

information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority consistent with applicable law. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.

- D. Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

13.3 Relationship of Remedies

- A. Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Grantor at law or equity, provided that the cumulative remedies may not be disproportionate to the magnitude and severity for the breach for which they are imposed except as otherwise provided in Section 13. By way of example and not limitation, the collection of fees in association with default or revocation proceedings by Grantor shall in no respect affect:
 - 1. Refunds or credits owed to Subscribers; or
 - 2. Grantee's obligation to comply with the provisions of this Agreement or applicable law.
- B. No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for equitable remedies or otherwise; or an excuse of faithful performance by Grantee.

13.4 Removal

- A. In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the above-ground Cable System facilities and such underground facilities as required by Grantor in order to achieve reasonable engineering or Public Rights of Way use purposes, from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in at least as good a condition as that prevailing prior to Grantee's removal of its equipment. However, Grantee shall not be required to remove the facility if the facility is used to provide non-Cable services not regulated under this Agreement, and Grantee has appropriate authority from Grantor.

- B. If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the costs and Grantor may recover the costs through the Performance Bond provided by Grantee.

13.5 Receivership and Foreclosure

Grantor and Grantee acknowledge that the following paragraphs may not be applicable or are subject to the jurisdiction of the bankruptcy court.

- A. At the option of Grantor, subject to applicable law, this Agreement may be revoked one-hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:
1. The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment, or;
 2. The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.
- B. If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:
1. Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and
 2. The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

13.6 No Recourse Against Grantor

Grantee shall not have any monetary recourse against Grantor or its officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof, in accordance with the provisions of applicable federal, state and local law. The rights of the Grantor under this Agreement are in addition to, and shall not be read to limit, any rights or immunities the Grantor may enjoy under federal, state or local

law. However, under federal law, Grantee does have the right to seek injunctive and declaratory relief.

13.7 Nonenforcement By Grantor

Grantee is not relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this Agreement shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require compliance or performance under this Agreement or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

SECTION 14 – PEG ACCESS GRANT FUND

Grantee shall support the continued viability of Public, Educational and Government (PEG) Programming, through the following funding:

14.1 Fund Payments

During the term of this Agreement, Grantee agrees to collect and pay Grantor an amount equal to Seventy Five cents (\$0.75) per month, per Subscriber for all lawful purposes related to Public, Educational and Government Access Programming, which funds shall be used in accordance with applicable law. Nothing in this Section 14 shall be viewed as a waiver of Grantor's rights to use the funds provided to Grantor in this Section for any lawful purpose permitted under applicable federal law. The Grantor acknowledges that Grantee may pass through and include such payment on the bills of residential Subscribers. Grantee shall make such payments quarterly following the Effective Date of this Agreement. Each payment shall be due and payable no later than forty-five (45) days after the end of each quarter.

14.2 Annual PEG Fee Report

- (A) Grantor shall provide a report annually to the Grantee on the use of the funds provided to the Grantor under this Section. Reports shall be submitted to the Grantee within one hundred twenty (120) days of the close of Grantor's fiscal year.
- (B) Grantee may reasonably review records of the Grantor and the DAP related to the use of funds in such reports to confirm that funds are used in accordance with federal law and this Agreement. Grantee will notify the Grantor in writing at least thirty (30) days prior to the date of such a review and identify the relevant financial records of Grantor and the DAP that Grantee wants to review. The time period of the review shall be for the fund payments received no more than thirty-six (36) months prior to the date the Grantee notifies Grantor of its intent to perform a review. The Grantor shall make such records available for inspection and copying during normal business hours at the office of the Grantor or the DAP.

14.3 PEG Access Fees

Grantee agrees that financial support for PEG Access, and all other Grantee PEG obligations set forth in this Agreement, may or may not modify or otherwise affect Grantee's obligations to pay

Franchise fees to Grantor under federal law. Grantee agrees that although the sum of Franchise fee and the PEG Support payments set forth in this Section 14 may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset, discontinued or otherwise credited against any past, present or future Franchise fee payments under this Agreement unless federal law mandates such offset, discontinuance or other such credit. As a result, neither party waives any rights under applicable federal law regarding the provision of PEG channels and fees, as set forth in this Agreement. To the extent federal law mandates, such offset, discontinuance or other such credit, then Grantor may elect how to compensate Grantee through fee offset, payment at Grantee's Government Rate Card rate, or discontinuance of PEG to the extent permitted under federal law. Grantor shall provide the Grantee with ninety (90) days' prior written notice of its choice if it is required to make such a decision.

SECTION 15 - ABANDONMENT

15.1 Effect of Abandonment

If the Grantee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor or until this Agreement is revoked and a new grantee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses and damages incurred.

15.2 What Constitutes Abandonment

- (A) The Grantor shall be entitled to exercise its options and obtain any required injunctive relief if:
 - (1) The Grantee fails to provide Cable Service in accordance with this Agreement to the Franchise Area for ninety-six (96) consecutive hours, unless the Grantor authorizes a longer interruption of service, except if such failure to provide service is due to a force majeure occurrence, as described in Section 4.7; or
 - (2) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Agreement.

SECTION 16 - FRANCHISE RENEWAL AND TRANSFER

16.1 Renewal

- A. The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Agreement shall be governed by and comply with the provisions of the Cable Act (47 USC § 546), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.
- B. Grantee and Grantor agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake

and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this Section to be consistent with the express provisions of the Cable Act.

16.2 Transfer of Ownership or Control

- A. The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.
- B. The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise on the acquisition or accumulation by any Person or group of Persons of fifty-one percent (51%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any Person or group already owning at least a fifty-one percent (51%) interest of the shares or the general partnership interest in the Grantee. Every change, transfer or acquisition of control of the Grantee shall make this Agreement subject to cancellation unless and until the Grantor shall have consented thereto.
- C. The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.
- D. The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.
- E. Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee.
- F. In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of

the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.

- G. The consent or approval of the Grantor to any transfer by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.
- H. Notwithstanding anything to the contrary in this Section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System for cable television system usage to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 17 - MISCELLANEOUS PROVISIONS

(A) Severability

If any Section, subsection, paragraph, term, or provision of this Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be confined in its operation to the Section, subsection, paragraph, term, or provision directly involved in the controversy in which such holding shall have been rendered, and shall not in any way affect the validity of any other Section, subsection, paragraph, term, or provision hereof. Under such a circumstance the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to this Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may (1) seek appropriate legal remedies to amend this Agreement, or (2) shorten this Agreement to thirty-six (36) months, at which point either party may invoke the renewal procedures under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

(B) Preemption

In the event that federal or state laws, rules, regulations or judicial determinations affecting the application of any provision of this Agreement preempt a provision of this Agreement or limit its enforceability, then the provision shall be read to be preempted to the extent and for the time, and only to the extent and for the time, as required by law. In the event that federal or state laws, rules, regulations or judicial determinations affecting the application of any provision of this Agreement is subsequently repealed, rescinded, amended, reversed or otherwise changed so that the affected provision preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties to this

Agreement without the requirement of further action on the part of either party.

(C) Preservation of Benefits

If the terms of this Agreement are materially altered due to changes in governing law, then the parties shall negotiate in good faith to reconstitute this Agreement in a form that, to the maximum extent possible, is consistent with the original intent of Grantee and Grantor and preserves the benefits bargained for by each party.

(D) Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, creed, ethnic or national origin, religion, age, sex, sexual orientation, marital status, or physical or mental disability. Throughout the term of this Agreement, Grantee shall fully comply with all equal employment or nondiscrimination provisions and requirements of federal, state and local law and, in particular, FCC rules and regulations relating thereto.

(E) Dispute Resolution

- (1) The Grantor and Grantee agree that should a dispute arise between the parties concerning any aspect of this Agreement which is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Grantor and Grantee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.
- (2) If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice to the other. After written notice has been received by the other party, either party may pursue whatever legal remedies exist. All costs associated with mediation shall be borne, equally and separately, by the parties.

(F) Notices

- (1) Throughout the term of this Agreement, Grantee shall maintain and file with Grantor a designated legal or local address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. At the Effective Date of this Agreement, such addresses shall be:

Comcast of Oregon, II, Inc.
Attn: Government Affairs
9605 SW Nimbus Ave
Beaverton, OR 97008
with copy to:

Attn: West Division/Government Affairs
15815 25th Ave West
Lynnwood, WA 98087

- (2) All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. At the Effective Date of this Agreement, such address shall be:

City of Keizer
Attn: City Attorney
930 Chemawa Rd NE
Keizer, OR 97303

(G) Binding Effect

This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.

(H) Authority to Amend

This Agreement may be amended at any time by written agreement between the parties.

(I) Governing Law

This Agreement shall be governed in all respects by the laws of the State of Oregon.

(J) Captions

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.

(K) Entire Agreement

This Agreement, together with all appendices and attachments, contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

(L) Effective Date

The Effective Date of this Agreement shall be ^{March 1, 2022} ~~November 1 2021~~. 

Agreed to this 9th day of February, 2022
~~November, 2021~~

COMCAST OF OREGON II, INC.

By: Steven Holmes

Steven Holmes
As Its: VP, Gov't & Regulatory Affairs

CITY OF KEIZER

By: Cathy Clark

Cathy Clark
As Its: Mayor

Approved as to form:

[Signature] 2-17-2022
Keizer City Attorney

Attachment A

Listing of Current Origination Points

Keizer City Hall – 930 Chemawa Road NE
Keizer Public Works Building/Shop – 641 Chemawa Road NE
Keizer Fire District Station – 661 Chemawa Road NE
Chemawa Pump Station – 641 Chemawa Road NE
Willamette Manor Pump Station – 3868 5th Ave N
Burnside Pump Station – 4335 Shoreline Dr. N
Toni Pump Station – 4220 Toni Ave N
Cherry Ave Pump Station – 4110 Cherry Ave N
McNary Pump Station – 610 Lockhaven Dr NE
Carlhaven West Pump Station – 950 Brandon Ave NE
Carlhaven East Pump Station – 1150 Brandon Ave NE
Weissner Ave Pump Station – 2005 Weissner Dr NE
Delta Pump Station – 939 Delta Dr NE
13th Ave Pump Station – 6250 13th Ave NE
17th Ave Pump Station – 6288 17th Ave NE
Lauderback Pump Station – 6180 Lauderback Ave NE
Meadows Pump Station – 7177 River Rd NE

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5
6 APPROVING RENEWAL OF THE CABLE TELEVISION
7 FRANCHISE AGREEMENT WITH COMCAST OF OREGON I, INC.
8

9
10 WHEREAS, the City of Keizer and Comcast of Oregon I, Inc. entered into that
11 certain cable television franchise agreement with an effective date of March 1, 2022;

12 WHEREAS, Comcast of Oregon I, Inc. has requested that the City consider
13 renewal of the agreement for an additional five years pursuant to Section 16.1 of the
14 agreement;

15 WHEREAS, the current agreement expires on February 28, 2027 if not renewed;

16 WHEREAS, the parties are entering into renewal negotiations in accordance with
17 the provisions of the Cable Act;

18 WHEREAS, because the agreement states that the public should be provided
19 adequate notice and an opportunity for comment, a press release was sent to
20 Keizertimes, and placed on the website and social media on February 18, 2025;

21 WHEREAS, it is in the public interest to renew the agreement for an additional
22 five years beginning March 1, 2027 so that cable service to the public will not be
23 interrupted;

24 NOW, THEREFORE,
25

1 BE IT RESOLVED by the City Council of the City of Keizer that the cable
2 television franchise agreement with Comcast of Oregon I, Inc. shall be extended from
3 March 1, 2027 through February 28, 2032.

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

6 PASSED this _____ day of _____, 2025.

7

8 SIGNED this _____ day of _____, 2025.

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Mayor

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City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: ORDINANCE - Salem Electric Franchise

Proposed Motion

I move to adopt Ordinance 2025-___ Establishing a Franchise Agreement with Salem Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-668.

I. Summary

Salem Electric, an Oregon Cooperative Corporation, is a longstanding franchisee providing electric light and power services within the City of Keizer. The current version of the franchise agreement was entered into in 2012. Through recent negotiations, there have been suggested changes to some terms from the current franchise. Before the City Council is the recommended and agreeable changes for a new franchise agreement with Salem Electric.

II. Background

- A. Salem Electric is a longstanding franchisee providing electric light and power services within the City of Keizer in a service area defined by the Oregon Public Utility Commission. Historically and legally, the City of Keizer treats its two electric franchisees operating in the City very similarly for a "level playing field"--the other franchisee being PGE. They both pay the same rates and have extremely similar terms in their agreements.

III. Current Situation

- A. The City and Salem Electric took the opportunity of the franchise negotiations to look at the terms and the relationship of the parties. The front-line folks of both organizations reported that the City and Salem Electric work together well and haven't run into problems that would result in needed changes to the underlying franchise agreement. The changes to the agreement were to refine a few definitions, exclude electric vehicle charging stations (would require a separate agreement), better addressing emergency repairs, and allowing for necessary vegetation management in the ROW.
- B. The structure of the payments for the franchise remain the same, with the franchise fee being 3.5% and the privilege tax also applying (established in 2012 and set at 1.5%) for a total of 5%. This structure results in the privilege tax amount being the

only amount showing up under its individual line item on customer bills, resulting in no change to what customers are used to. There is no rate increase for customers as a result.

IV. Analysis

- A. **Strategic Impact** - Consistent franchise revenue helps stabilize the City budget on the revenue side.
- B. **Financial** - Consistent franchise revenue helps stabilize the City budget on the revenue side.
- C. **Timing** - This is timely as the current franchise is expiring.
- D. **Policy/Legal** - Cities are allowed to govern and control their right of ways with franchise agreements. Having longer and vetted franchise agreements is stabilizing for an outside service (electricity) that everyone needs.

V. Alternatives

- A. Adopt the ordinance as-is.
- B. Table the ordinance and ask for amendments or changes to be further negotiated.

VI. Recommendation

Staff recommends adopting the ordinance and agreement as presented.

Attachments

- 1. ORD_CC_Franchise Agreement with Salem Electric_3 3 2025
- 2. EXH_CC_Salem Electric Franchise Agreement_3 3 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

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A BILL
FOR

ORDINANCE NO.
2025-_____

AN ORDINANCE
ESTABLISHING A FRANCHISE AGREEMENT WITH
SALEM ELECTRIC FOR PLACEMENT OF UTILITIES IN
THE PUBLIC RIGHTS-OF-WAY; **REPEAL OF ORDINANCE
NO. 2012-668**

WHEREAS, Salem Electric has been providing electric light and power service
within the City;

WHEREAS, Salem Electric is duly authorized by the Oregon Public Utility
Commission to supply electric light and power within the City;

WHEREAS, the City has the authority to regulate the use of the public right-of-
way within the City and to receive compensation for the use of such right-of-way;

WHEREAS, Salem Electric and the City entered into a franchise agreement in
2012;

WHEREAS, the franchise agreement with Salem Electric is set to terminate on
March 18, 2025;

WHEREAS, the City and Salem Electric both desire Salem Electric to continue to
be able to provide electrical service within the City and to establish the terms by which
Salem Electric shall use and occupy the public right-of-way;

Now, Therefore, the City of Keizer ordains as follows:

1 Section 1. The City of Keizer hereby grants to Salem Electric (“Grantee”), a
2 Franchise Agreement (“Agreement”) to install, repair, maintain, upgrade and operate
3 facilities within the City for a term not to exceed ten (10) years. The terms, conditions,
4 and effective date of the franchise are set forth in the Agreement, attached hereto and by
5 this reference incorporated herein.

6 Section 2. Should any section or portion of this Ordinance be held unlawful or
7 unenforceable by any court of competent jurisdiction, such decision shall apply only to
8 the specific section or portion thereof directly specified in the decision. All other
9 sections or portions of this Ordinance shall remain in full force and effect.

10 Section 3. The City Manager is hereby authorized to enter into that certain
11 Franchise Agreement with Salem Electric, a copy of which is attached hereto and by this
12 reference incorporated herein.

13 Section 4. Ordinance No. 2012-668 is hereby repealed in its entirety upon the
14 effective date of this Ordinance, except for the responsibilities due under the franchise
15 agreement prior to the effective date of this new Ordinance.

16 Section 5. This Ordinance shall take effect thirty (30) days after its passage.

17 PASSED this _____ day of _____, 2025.
18 SIGNED this _____ day of _____, 2025.

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24
25

Mayor

City Recorder

FRANCHISE AGREEMENT

This Franchise Agreement grants Salem Electric, an Oregon cooperative corporation ("Grantee") a non-exclusive franchise for ten years to erect, construct, maintain, repair, upgrade and operate an electric light and power system within the City of Keizer ("City"), sets the terms and conditions of the franchise and provides an effective date.

WHEREAS, Grantee has been providing electric light and power service within the City; and

WHEREAS, Grantee is duly authorized by the Oregon Public Utility Commission ("OPUC") to supply electric light and power exclusively in territory within parts of the City; and

WHEREAS, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

WHEREAS, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. NATURE OF FRANCHISE.

(A) The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair, maintain, upgrade and operate an electric light and power system within the City as it now exists or may be extended in the future, including related communication equipment for Grantee's internal use and Grantee Facilities (as defined below). This Franchise includes the privilege to install, repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee's Electric Light and Power System (as defined below) upon, over, along, and across the surface of and the space above and below the streets, alleys, roads, highways, sidewalks, bridges, City park property and other public ways (collectively, "Public ROW") for the provision of public utility services within the City as Grantee's Electric Light and Power System now exists or is extended or upgraded in the future. The City and Grantee shall mutually agree on the location and design of any new Grantee Facilities constructed in City park

property. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The rights granted herein do not include the right to build or site electric generating facilities in the Public ROW.

(B) All Grantee Facilities in possession of Grantee currently or during the Term (as defined in Section 2) that are located within the Public ROW are covered by this Franchise and are deemed lawfully placed in their current locations. The City may require relocation of Grantee Facilities as further specified in Section 9.

(C) Grantee may provide telecommunications services as defined in ORS 759.005, as it may be amended from time to time via Grantee's Electric Light and Power System if it obtains all necessary and applicable authorizations from the OPUC regarding the provision of telecommunications service to the public and obtains any necessary, lawful and applicable authorization from the City for use of the Public ROW for such provision, including entering into a separate franchise with the City.

SECTION 2. TERM AND EFFECTIVE DATE.

(A) Effective Date. The effective date of this Franchise shall be thirty (30) days after the City Council passes an ordinance adopting this Franchise and Grantee accepts this Franchise in writing in accordance with Section 26 herein; and if such written acceptance is not so filed within said period, this Franchise shall be null and void.

(B) Duration of Franchise. The term of this Franchise, and all rights and obligations pertaining thereto, shall be ten years from the effective date of the Franchise ("Term") unless renegotiated or terminated as provided herein. The Term shall automatically renew for two (2) five (5) year Terms, unless either party provides the other party one hundred eighty (180) days advanced written notice of its desire not to renew this Franchise prior to the expiration of the initial Term or renewal Term.

(C) Charter and General Ordinances to Apply. To the extent authorized by law, this Franchise is subject to the Charter of the City of Keizer, the Keizer Code, and general ordinance provisions passed pursuant thereto, including the applicable provisions of the Public Works Design Standards, and the Public Works Standard Construction Specifications requiring underground utilities in subdivisions or partitions, and state statutes and regulations existing during the Term. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid that are generally applicable to

other similar businesses operating within the City, including but not limited to fees for permits, inspections, and for administrative time spent in review of construction plans, or the manner of construction.

SECTION 3. DEFINITIONS.

(A) Captions. Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

(B) Definitions. For purposes of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

(1) “City” means the City of Keizer, an Oregon municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

(2) “City Council” means the Council of the City.

(3) “City Recorder” means the Recorder of the City.

(4) “Director of Finance” means the Director of Finance of the City.

(5) “Franchise” means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council by Ordinance.

(6) “Grantee” means Salem Electric, an Oregon cooperative corporation and their assigned contracted parties.

(7) “Grantee Facility” means any tangible component of Grantee’s Electric Light and Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction cabinets, antennas, communication equipment and other property necessary or convenient to supply electric light and power by Grantee within the City.

(8) “Grantee’s Electric Light and Power System” means all real property and Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.

(9) “Gross Revenues” shall be deemed to include any and all revenues derived by Grantee within the City from Grantee’s Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee

Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee's poles or place them in Grantee's conduits. Gross Revenues also do not include net-metering offsets or proceeds from the sale of real or personal property.

(10) "Mayor" means the Mayor of the City.

(11) "NESC" means the National Electrical Safety Code.

(12) "OPUC" means the Oregon Public Utility Commission.

(13) "Person" means any individual, sole proprietorship, partnership, association, corporation, cooperative, People's Utility District, or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

(14) "Public ROW" shall have the meaning described in Section 1(A).

(15) "PUE" shall mean a public utility easement not within the Public ROW that is granted to the City for use for public utilities.

(16) "Public Works Director" means the Public Works Director of the City.

(17) "Term" shall have the meaning described in Section 2.

(18) "Year," "annual," or "annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

SECTION 4. CONSTRUCTION.

(A) **Construction.** Subject to the NESC, Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee and the City shall work together during any design process affecting the Public ROW to establish suitable locations for Grantee's Facilities. Assuming there is sufficient space in the Public ROW, all poles shall be placed between the sidewalk and the edge of the Public ROW unless another location is

approved by the Public Works Director or designated representative. If there is not sufficient space in the Public ROW, the City agrees to provide a suitable alternative location that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service.

(B) Acquisition. Subsequent to the effective date of this Franchise, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities shall immediately be subject to the terms of this Franchise.

(C) Emergency Repairs. In the event emergency repairs to Grantee Facilities are necessary, Grantee shall as soon as reasonably possible notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and apply for appropriate permits the next business day or as soon as reasonably possible following discovery of the emergency.

(D) Reasonable Care. All work completed by Grantee within the Public ROW shall be conducted with reasonable care and with the goal of minimizing the risk to those using the Public ROW and to minimize the risk of damage to public and third party property. All work shall be performed in accordance with all applicable laws and regulations, including but not limited to the NESC, the conditions contained in the City permit for the work, and generally applicable standards published by the City. Any work completed by Grantee within the Public ROW may be inspected by the City to determine whether it complies with Grantee's permit issued by the City. If emergency work has been completed by Grantee in the Public ROW and the City determines such work was not completed in a City approved location in accordance with the applicable City permit, the City shall notify Grantee and provide Grantee with sixty (60) days after the emergency has passed to re-perform the work in a City approved location in accordance with the applicable City permit, subject to the NESC.

SECTION 5. SUPPLYING MAPS.

Grantee shall maintain maps and data pertaining to the location of Grantee Facilities on file at its corporate offices or at an office in Oregon. After providing Grantee with twenty-four (24) hours prior notice, the City

may inspect the maps (excluding Grantee proprietary information) at any time during Grantee's business hours. Upon request of the City and without charge, Grantee shall furnish current maps to the City by electronic data in read-only format showing the general location of Grantee Facilities, excluding Grantee proprietary information. Unless required by law, the City will not sell or provide Grantee prepared maps or data to third parties without written permission from Grantee. Upon request of Grantee, the City will make available to Grantee any relevant City prepared maps or data at no charge to Grantee.

SECTION 6. EXCAVATION.

Subject to Sections 4, 7 and 8, and after obtaining any permits required by the City, Grantee may make all necessary excavations within the Public ROW for the purpose of installing, repairing, upgrading, or maintaining Grantee Facilities. The City shall inform the Grantee through the permitting process or earlier, if possible, of any limitations enacted by the City on excavation in particular geographic areas within the City. Notwithstanding the foregoing two sentences, in the case of an emergency that cannot reasonably be addressed without excavation in the Public ROW, no permit shall be required prior to excavation and no limitations on excavation in particular geographic areas within the City shall apply for the Public ROW affected by such emergency; provided, Grantee complies with Sections 4, 7 and 8. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Section shall be completed in strict compliance with all applicable rules, regulations and ordinances of the City, the state and federal authorities. Should a customer of Grantee be required, pursuant to Grantee's Service Policies on file at the Grantee's offices, to make excavations that are located in the Public ROW, the City agrees that Grantee shall not be responsible or liable for any failure by such customer to comply with any applicable rules, regulations, ordinances of the City and/or with City standards.

SECTION 7. VEGETATION MANAGEMENT.

Grantee or its contractor may prune and/or remove all trees and vegetation which present the risk of growing-in, overhanging, or falling-into Grantee's overhead electrical system, whether such trees or vegetation originate within or outside the Public ROW, to prevent the

branches or limbs or other part of such trees or vegetation from interfering with Grantee Facilities. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Grantee, when necessary and with the approval of the owners of the property on which they may be located, from cutting down and removing any trees which overhang or pose a risk of falling-in or overstriking the Grantee's overhead electrical system, regardless of whether the vegetation is located within the Public ROW. Grantee's vegetation management practices shall comply with all vegetation management requirements established by the OPUC.

SECTION 8. RESTORATION AFTER EXCAVATION.

Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, but in any event to the generally applicable City standards published at the time. If Grantee excavates the surface of the Public ROW, Grantee shall be responsible for restoration of the Public ROW and the area affected by the excavation. If Grantee fails to restore the Public ROW to at least the same condition that it was in prior to the excavation, the City shall give Grantee written notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. If the work of Grantee creates a public safety hazard as determined by the Public Works Director, Grantee may be required to repair or restore the Public ROW within twenty-four (24) hours notice from the City, or such time as agreed between the Public Works Director and Grantee, taking into consideration weather and other relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee and a reasonable opportunity to cure, refill or repave any opening made by Grantee in the Public ROW and the expense thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee, which, in the determination of the Public Works Director, is inadequate, using a qualified contractor in accordance with applicable state and federal safety laws and regulations. The cost thereof, including the cost of inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW, the Public Works Director may excuse Grantee from restoring the surface of the Public ROW, providing that as part of the coordinated work, the Public ROW is restored to good order and condition.

SECTION 9. RELOCATION.

(A) Permanent Relocation Required by City. This subsection covers relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. The City shall have the right to require Grantee to change the location of Grantee's Electric Light and Power System when necessary or convenient in the interest of the public, and, unless otherwise agreed, the parties agree to work in good faith to arrive at a mutually agreeable outcome regarding the expenses of the relocation. However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities less than two years after the initial relocation that is necessary or convenient in the interest of the public, and not at the request of or to accommodate a third party, the subsequent relocation shall be at the expense of the City unless the relocation is necessitated by a natural disaster that is not precipitated by the actions of City or City's agent. The City agrees to provide a suitable location in the Public ROW for Grantee Facilities that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW for Grantee Facilities, Grantee and the City shall cooperate to enable the City to obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Should Grantee fail to remove or relocate any such Grantee Facilities within sixty (60) days after the date established by the City, or a mutually agreed upon time period which, except in the event of public emergency, absent mutual agreement shall not occur sooner than sixty (60) days after the City provides written notice to remove/relocate to Grantee, the City may cause or effect such removal or relocation, performed by a qualified contractor in accordance with applicable state and federal safety laws and regulations and Grantee's standards, and the expense for such remedy thereof shall be paid by Grantee.

(B) Notice. The City will endeavor to provide as much notice prior to requiring Grantee to relocate Grantee Facilities as possible. The notice shall specify the date by which the existing Grantee Facilities must be removed or relocated. Nothing in this provision shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a schedule for relocation.

(C) Permanent Relocation - Undergrounding. As permitted by, and in accordance with City ordinance and any applicable law, administrative rule, or regulation, the City may require Grantee to convert any overhead

Grantee Facilities to underground Grantee Facilities at the same or different locations, subject to Grantee's engineering and safety standards. Any such relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by City subject to any credits provided by Grantee's Service Policies. Prior to application of such credits, if any, the costs shall be the difference between the cost of the standard above ground equipment and the cost of the version of such equipment that meets Grantee's engineering and safety standards for placement underground. The City agrees to provide a suitable location in the Public ROW that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW, then the City will obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Nothing in this subsection prevents the City and Grantee from agreeing to a different form of cost recovery consistent with applicable statutes, administrative rules, City Code or City Charter and Grantee's Service Policies on file at Grantee's offices on a case-by-case basis.

(D) Temporary Relocation at Request of Third Parties. Whenever it is necessary to temporarily relocate or rearrange any Grantee Facility in order to permit the passage of any building, machinery or other object, Grantee shall perform the work after receiving sixty (60) business days written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third party has acquired at its expense all necessary permits from the City; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Grantee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Grantee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Grantee for the costs of relocation. Grantee in its sole discretion may waive the security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Grantee to cover Grantee's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805.

(E) Temporary Relocation at Request of City. Subject to ORS Chapter 758, the City may require Grantee to temporarily remove and relocate Grantee Facilities, subject to Grantee's engineering and safety standards, by giving sixty (60) days notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location in the Public ROW, as mutually agreed, or a temporary construction easement that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City, and that allows the Grantee to place its Facilities on the easement in order for Grantee to maintain sufficient service until such time as Grantee moves its Facilities to their permanent location. The City will assist Grantee in acquiring easements from private property owners if a sufficient location is not available in the Public ROW that meets Grantee's engineering standards and NESC requirements, or the City has not obtained construction easements for the public project necessitating the temporary relocation. The cost of temporary removal or relocation of Grantee Facilities that is necessary or convenient for public projects, as well as the cost of replacing Grantee Facilities in the permanent location, shall be paid by Grantee. However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities occurring less than two years after the initial relocation, that is necessary or convenient for a public project and not at the request of or to accommodate a third party request, the subsequent relocation shall be at the expense of the City.

(F) Permanent Relocation at Request of Third Party. In the event that any relocation is requested by or is to accommodate a third party, Grantee shall seek reimbursement from the third party and not from the City. Such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City; however, if relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, such relocation shall in no event fall under the provisions of subsections (A), (C) or (E) of this Section 9. The City and Grantee agree to cooperate to minimize the economic impact of such relocation on each party.

SECTION 10. PUBLIC ROW VACATION.

If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, upon request and if reasonably possible, the City shall either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain

in a PUE. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area.

SECTION 11. CITY PUBLIC WORKS AND IMPROVEMENTS.

Nothing in this Franchise shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW that is consistent with the NESC. The City shall coordinate any such work with Grantee to avoid, to the extent reasonably foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee Facilities, and the City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work. Nothing in this Section relieves Grantee from its obligations stated in Section 9.

SECTION 12. USE OF GRANTEE FACILITIES.

City shall complete Grantee's permit procedures and enter into attachment agreements with Grantee to string wires on Grantee's poles or run wires in Grantee's trenches and/or conduit for municipal purposes and to attach fire and police alarm and communication equipment to Grantee's poles, provided that such wires and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires and equipment on or in Grantee Facilities. Grantee shall not be responsible or liable for any damages to the City's attachments to Grantee's Facilities. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

SECTION 13. PAYMENT FOR USE OF PUBLIC ROW.

- (A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3 ½ percent of the gross revenue received by Grantee from its customers within the City unless such percentage is changed during the Term of this Franchise in accordance with its terms. The payment for each year shall be based on the gross revenue collected by Grantee during the previous calendar year from Grantee's customers, and shall be paid on an annual basis. To the maximum extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and shall not be itemized or bill separately to consumers within the City.
- (B) Property Tax Limitations Do Not Apply.** The payment described in this Section 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.
- (C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days notice prior to such privilege tax becoming effective. Grantee shall follow state regulations regarding the inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City. No later than forty-five (45) days following a calendar quarter, Grantee shall remit to the Director of Finance any privilege tax collected during the previous quarter and a statement showing the amount of Gross Revenues for such quarter. The City and Grantee will discuss in good faith the nomenclature of the privilege tax as it appears on the customer bill.
- (D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on or before the first (1st) day of April of each year, the annual franchise fee payment. Payment must be made in immediately available federal funds. With its annual payment, Grantee shall provide the City a statement under oath showing the Gross Revenue for the preceding year.
- (E) Acceptance of Payment.** Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of

this Franchise occurring prior to the acceptance, nor shall the acceptance by the City preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City.

- (F) Late Payments.** Interest on late payments shall accrue from the due date based on Grantee's cost of debt as approved by the Grantee Board of Directors as of the due date, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency. If the late payment is discovered as a result of an audit, Section 14 shall apply.
- (G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in this Section 13 shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, including but not limited to charges for plan review and fees for inspection, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.
- (H) Direct Access and Volumetric Methodologies.** Only if Grantee permits direct access to third parties for use of Grantee's Electric Light and Power System pursuant to ORS 757.676, may the City direct that the payments made under this Section 13 be based on volume-based methodologies as specifically described in ORS 221.655 instead of the formula set out in subsections 13 (A) and (C). Notice must be given to Grantee in writing for the subsequent payments to be made using volume-based methodology. The volumetric calculation shall apply to payments made in one calendar year (based on January 1 to December 31 billings from the previous calendar year). The choice to use volumetric methodology must be renewed annually by the City. No notice is necessary if the City chooses to remain on the revenue-based calculation.
- (I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise the parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 13 shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

SECTION 14. AUDIT.

(A) Audit Notice and Record Access. The City may request a third party audit of Grantee's calculation of Gross Revenues for any time period more recent than the time period covered by the most recent audit. Within ten (10) business days after receiving a written request from the City, or such other time frame as agreed by both parties, Grantee shall furnish the City and any auditor retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise; and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Grantee Facilities that are necessary for the City to perform such audit. Grantee shall provide access to such information to City within the City during regular Grantee business hours.

(B) Audit Payment. If the City's audit shows that the amounts due to the City are higher than those based on the Grantee's calculation of Gross Revenue, then Grantee shall make a payment for the difference within sixty (60) days after the delivery to Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay interest at the statutory rate designated in ORS 82.010 as it may be amended from time to time, but not penalties, as specified in this Franchise, from the original due date. If the City's audit shows that the amounts due to the City are less than those based on Grantee's calculation of Gross Revenue, then the Grantee shall deduct its overpayment from the next franchise fee payment the Grantee makes to the City, including interest at the statutory rate designated in ORS 82.010, as it may be amended from time to time, from the original due date. The City and the Grantee agree that they will split the cost of any third party audit conducted pursuant to this Section 14, and shall cooperate in good faith to select an acceptable third party auditor.

SECTION 15. TERMINATION AND REMEDIES.

(A) By City for Cause. If Grantee ceases to maintain Grantee Facilities in accordance with the NESC, and this causes an increase in the risk to the public of personal injury or property damage, the City shall notify Grantee and Grantee shall have thirty (30) days after the date of the notice to eliminate such risk or, if such risk cannot be eliminated within thirty (30) days, such reasonable time period as is required to eliminate such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

(B) By City if City Will Provide Service. If the City exercises its condemnation authority and condemns Grantee's facilities located in the City, the City may terminate this Franchise after such condemnation in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City in accordance with ORS 758.470.

(C) City Reserves Right to Terminate. In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 15 (E) and (F), to terminate this Franchise in the event that:

- (1)** The Grantee materially violates any material provision of this Franchise;
- (2)** The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3)** There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System or
- (4)** Grantee becomes unable or unwilling to pay its debts or is adjudged bankrupt.

(D) Material Provisions. For purposes of this Section 15, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 15 or as set forth elsewhere in this Franchise:

- (1)** The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- (2)** Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;
- (3)** Any failure by Grantee to maintain the liability insurance or self insurance required under this Franchise;
- (4)** Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 14 above; and
- (5)** Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 21 of this Franchise, unless otherwise agreed.

(E) Notice and Opportunity to Cure. The City shall provide Grantee thirty (30) days prior written notice of its intent to exercise its rights under this

Section 15, stating the reasons for such action. If Grantee cures the basis for termination or if the Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the thirty (30) day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if the Grantee does not undertake and/or maintain efforts satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 15.

(F) Remedies. In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

(G) Financial Penalty. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code or other law, the City reserves the right at its sole option to impose a financial penalty of up to \$500.00 per day per material violation of a material provision of this Franchise when the opportunity to cure has passed.

SECTION 16. ASSIGNMENT OF FRANCHISE.

Grantee shall not sell, assign, transfer, or convey this Franchise to a third party without the City Council giving its consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall inure to and bind such third party. Grantee shall not sell or assign this Franchise to an entity that is not authorized by the OPUC to provide electric service to retail consumers in the City or is not otherwise authorized to provide electric service to retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance with this Franchise and the proposed transferee shall agree in writing to be bound by this Franchise. In the event Grantee is purchased by or merged into another entity and Grantee survives such purchase or merger as a public utility, Grantee shall provide notice to the City of such purchase or merger, but shall have no obligation under this Franchise to obtain the consent of the City Council for such purchase or merger.

SECTION 17. REMOVAL OF FACILITIES.

If this Franchise is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, the City

and Grantee may mutually agree as to whether Grantee Facilities are to be removed from the Public ROW or remain in place. The City shall provide written notice of any requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to comment on such requirement to move Grantee Facilities. Following consideration of any such comments, the City Council may issue an order requiring removal of Grantee Facilities within twelve(12) months after such order is declared.

SECTION 18. NONDISCRIMINATION.

Grantee shall provide service to electric light and power consumers in the City without undue discrimination or undue preference or disadvantage, in accordance with Oregon law.

SECTION 19. INDEMNIFICATION.

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the City against any and all claims, damages, costs and expenses, including attorney's fees and costs, to which the City may be subjected as a result of any negligent or willful misconduct of Grantee, or its affiliates, officers, employees, agents, contractors or subcontractors, arising out of the rights and privileges granted by this Franchise. The obligations imposed by this Section are intended to survive termination of this Franchise.

SECTION 20. INSURANCE.

Grantee shall obtain and maintain in full force and effect, for the entire Term, the following insurance covering risks associated with Grantee's ownership and use of Grantee Facilities in the Public ROW:

- (A)** Commercial General Liability insurance covering all operations by or on behalf of Grantee for Bodily Injury and Property Damage, including Completed Operations and Contractors Liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.
- (B)** Business Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit not less than One Million Dollars (\$1,000,000.00) per accident.
- (C)** Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of \$1,000,000.

With the exception of Workers' Compensation and Employers Liability coverage, Grantee shall name the City as an additional insured on all

applicable policies. All insurance policies shall provide, if the insurer agrees to do so, that they shall not be canceled or modified unless thirty (30) days prior written notice is provided to the City. If the insurer will not agree, Grantee shall forward a copy of the cancellation or modification notice immediately upon receipt. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise and shall provide updated certificates upon request.

(D) In Lieu of Insurance. In lieu of the insurance policies required by this Section 20, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 20 in a form acceptable to the City. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon request by the City.

SECTION 21. DAMAGE TO FACILITIES.

The City shall not be liable for any consequential damages or losses resulting from any damage to or loss of any facility as a result of or in connection with any work by or for the City unless the damage or loss is the direct and proximate result of willful, intentionally tortious, negligent or malicious acts or omissions by the City, its employees, or agents. In such case, the City shall indemnify and hold harmless Grantee against any and all claims, damages, costs and expenses, including attorney's fees and costs, arising therefrom, subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act. The obligations imposed by this Section are intended to survive termination of this Franchise.

SECTION 22. LIMITATION ON PRIVILEGES.

All rights and authority granted to Grantee by the City under this Franchise are conditioned on the understanding and agreement that the privileges in the Public ROW shall not be an enhancement of Grantee's properties or an asset or item of ownership or property right of Grantee.

SECTION 23. FRANCHISE NOT EXCLUSIVE.

This Franchise is not exclusive and shall not be construed to limit the City from granting rights, privileges and authority to other persons similar to or different from those set forth in this Franchise, except within Grantee's exclusive service territory.

SECTION 24. REMEDIES AND PENALTIES NOT EXCLUSIVE.

All remedies and penalties under this Franchise, including termination, are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of a penalty is not a bar to recovery or enforcement by any other remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any City ordinance or resolution and to avail itself to any and all remedies available at law or in equity. Failure to enforce any term, condition or obligation of this Franchise shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise. A specific waiver of a particular breach of any term, condition or obligation of this Franchise shall not be a waiver of any other, subsequent or future breach of the same or any other term, condition or obligation of this Franchise.

SECTION 25. SEVERABILITY CLAUSE.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of this Franchise that are not held to be invalid or unconstitutional shall remain in effect until this Franchise is terminated or expired. After any declaration of invalidity or unconstitutionality of a portion of this Franchise, either party may demand that the other party meet to discuss amending the terms of this Franchise to conform to the original intent of the parties. If the parties are unable to agree on a revised franchise agreement within ninety (90) days after a portion of this Franchise is found to be invalid or unconstitutional, either party may terminate this Franchise by delivering one hundred and eighty (180) days notice to the other party.

SECTION 26. ACCEPTANCE.

Within thirty (30) days after the ordinance adopting this Franchise is passed by the City Council, Grantee shall file with the City Recorder its written unconditional acceptance of this Franchise. If Grantee fails to do so, the City may withdraw this Franchise at any time prior to April 3, 2025. If the City elects not to withdraw this Franchise on or before April 3, 2025, the Grantee shall be deemed to accept the terms of this Franchise, whether or not a written acceptance has been filed with the City.

SECTION 27. NOTICE.

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt and a copy deposited in the United States mail, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Mayor, City of Keizer
930 Chemawa Road NE,
PO Box 21000
Keizer, OR 97307
FAX # 503-393-9437

With a copy to: City Attorney
City of Keizer
930 Chemawa Road NE, PO Box 21000
Keizer, OR 97307
FAX # 503-856-3434

If to the Grantee: Attn: General Manager
Salem Electric
633 Seventh Street NW
Salem, OR 97304-0055
FAX: (503) 371-2956

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

SECTION 28. PUBLIC RECORDS.

Documents and records submitted by Grantee to the City may be subject to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.478, except as provided herein.

SECTION 29. AMENDMENT.

This Agreement may not be amended or modified except in writing executed by all the parties to this Agreement.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Franchise as of the dates indicated below.

SALEM ELECTRIC

CITY OF KEIZER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Discussion - Community Diversity Engagement Committee

Proposed Motion

None. Please direct staff on what particular changes the Council would like to see in a resolution regarding the composition and processes of the CDEC membership.

I. Summary

The Keizer City Council formed the Community Diversity Engagement Committee (CDEC) by resolution on November 1, 2021. From its inception, the structural make-up and appointment processes of the committee were somewhat similar to but differed from the Volunteer Coordinating Committee (VCC). At a recent City Council general meeting, the Council asked that the CDEC structure mirror that of VCC. After the February 10, 2025, joint work session with the CDEC, the Council has a few choices to make about the structure of the appointment processes and terms of the committee members.

II. Background

- A. On November 1, 2021, the Keizer City Council formed the Community Diversity Engagement Committee (CDEC) under Resolution R2021-3225. At that time, the membership of CDEC was nine (9) voting members: two (2) voting City Council members, six (6) citizen-at-large members, and one (1) voting youth member. The terms of the citizen-at-large members were staggered, three year terms while the Council members terms were two year terms.

III. Current Situation

- A. In December 2025, the City Council directed staff to come back with a resolution to make the CDEC membership and terms the same as the VVC membership and terms. This new resolution has the same terms and membership as the VCC. On February 10, 2025, the City Council and CDEC had a joint work session to discuss this matter more. The Council needed to wait until the February 18, 2025 meeting to make any decisions per the Council Rules of Procedure. At the February 18, 2025 meeting, the Council set this matter over to the March 3, 2025 meeting. One remaining discussion involved how the appointment process was going to work for

the youth member and whether or not that member should be a voting member.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No financial impact.
- C. **Timing** - Council has asked to have further discussion of this matter at the February 18, 2025, general city council meeting. At the February 18, 2025 meeting, the Council set this matter over to March 3, 2025.
- D. **Policy/Legal** - This committee doesn't have any statutory restrictions affecting its type or terms of membership. Legally, the Council can choose how this committee exists and operates. As a matter of policy, matching up with the VCC membership make-up results in more committee consistency.

V. Alternatives

- A. Direct staff to return with a resolution.
- B. Table the item for a future discussion.
- C. Refer the matter to the CDEC for further advice.
- D. Take no action.

VI. Recommendation

Staff recommends directing staff to return with a resolution regarding the configuration of the CDEC.

Attachments

- 1. R2021-3225_2021-11-01 - CDEC
- 2. R2023-3422_2023-11-06 - VCC

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021- 3225

4
5 ESTABLISHING COMMUNITY DIVERSITY
6 ENGAGEMENT COMMITTEE
7

8 WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer
9 Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

10 WHEREAS, the Community Diversity Engagement Work Group was formed by the
11 City Council in April 2021 as part of the Goals and Work Plan;

12 WHEREAS, the Community Diversity Engagement Work Group made a recommendation to
13 the City Council to form a Community Diversity Engagement Committee;

14 WHEREAS, the Keizer City Council considered the matter in a work session on October 11,
15 2021 and directed staff to revise the Resolution forming the Committee;

16 WHEREAS, the Keizer City Council has considered the recommendation from the
17 Community Diversity Engagement Work Group and finds it necessary and appropriate to appoint a
18 committee to advise the Council on action for community engagement as outlined in Appendix "A"
19 attached hereto;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the Community Diversity
22 Engagement Committee is hereby established as outlined in Appendix "A", which is attached hereto
23 and by this reference made a part hereof.
24
25

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

3 PASSED this 1st day of November, 2021.

4
5 SIGNED this 1st day of November, 2021.

6
7
8 
9 Mayor

10 
11 City Recorder
12

Appendix "A"

City Council Committee

Name: Community Diversity Engagement Committee

Purpose: To act in an advisory capacity to the Keizer City Council and to advise on action for community engagement by:

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically,
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes,
3. Acting on the values included in the Resolution for Justice, Equity, Diversity and Inclusion.

Tasks: To assist in developing action recommendations for community engagement in civic processes in the following areas:

1. Collaboration with Council, other city committees, commissions and neighborhood associations to increase active participation and recommend culturally responsive actions,
2. Collaboration with other organizations (historical/cultural/arts, business organizations, faith community, community based organizations, education, and additional sectors not usually included),
3. Collaborating in community opportunities to have conversation, celebration, relationship building,
4. Recommending additions or subtractions of national observances/commemorative/heritage months,
5. Help develop metrics and yearly report on tasks identified and the data needed to better understand culturally responsive provision of services and public participation,
6. Assist in identifying leaders and build leadership capacity of underrepresented and underserved communities.

Membership: The Committee shall consist of nine voting members. Two (2) members shall be Keizer City Councilors to be appointed by the Mayor and announced at a regularly scheduled Council meeting, six (6) citizen-at-large members and one (1) youth member who is under 19 years of age at the date of appointment. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases that impact all residents in Keizer. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Term of Office: Each Councilor member shall be appointed for a two-year term by the Mayor pursuant to the Council Rules of Procedure. Each non-Councilor member shall be appointed for a three-year term, except for the initial terms. The initial terms of the non-Councilor members shall be staggered so that not more than three will expire in the same year. Each Councilor shall directly appoint one citizen-at-large member following the same process as appointments of Volunteer Coordinating Committee members. The Mayor shall appoint the youth member. Members may be reappointed.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2023-3422

4
5
6 AMENDING THE VOLUNTEER COORDINATING COMMITTEE;
7 **AMENDING RESOLUTION R2013-2328**
8

9
10 WHEREAS, the Council reestablished a Volunteer Coordinating Committee by
11 Resolution R2013-2328;

12 WHEREAS, the Council wishes to amend the membership section to allow
13 appointment of a Youth liaison;

14 NOW, THEREFORE,

15 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
16 R2013-2328 is hereby amended in Appendix "A" by replacing Appendix "A" with the
17 attached Appendix "A", and by this reference incorporated herein.

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

20 PASSED this 6th day of November, 2023.

21
22 SIGNED this 6th day of November, 2023.

23
24 Cathy Clark
25 Mayor

26
27 Melina Bisset
28 City Recorder

Appendix "A"
City Council Committee

Name:	Volunteer Coordinating Committee
Purpose:	The Committee will serve in an advisory capacity to the City Council and shall be responsible for the following: 1. Identify functions and activities where volunteers can help the City; 2. Solicit volunteers for all City Boards, Committees and Commission; 3. Solicit and match volunteer needs for special projects and activities within the City; 4. Recruit, interview, and recommend Board, Committee, and Commission appointments to the City Council; 5. Assist in training of volunteers and public relation items pertaining to the individual Board, Committee, and Commissions; 6. Annual recognition for the City volunteers.
Membership:	The Committee shall consist of seven (7) voting members. Each of the seven (7) members shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding with the position of the Council member responsible for their appointment. The Mayor will appoint a non-voting Council liaison to the Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.
Chair and Vice-Chair:	The Committee will elect a Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Discussion to be brought to the next Community Diversity Engagement Committee (CDEC) Meeting - Rename CDEC Committee

Proposed Motion

To be made by minute motion.

I. Summary

Councilor Soraida Cross has requested that an item be placed on the agenda to discuss the Community Diversity Engagement Committee (CDEC) naming. Councilors Lore Christopher and Dan Kohler have consented as attached.

II. Background

- A. A request was received by Councilor Cross on February 11, 2025 to add a discussion about the CDEC at the February 18 meeting. The request received consent from Councilors Lore Christopher and Dan Kohler. At the February 18, 2025 meeting, the Council set over this to the March 3, 2025 meeting.

III. Current Situation

- A. As per council rules, three councilors can add an agenda item for discussion. The serial meetings law requires that any recommendation not be included in the packet. Such information will be provided at the meeting.

IV. Analysis

- A. **Strategic Impact** - Does not apply.
- B. **Financial** - Does not apply.
- C. **Timing** - The item was requested to be put on the February 18 agenda. The Council set over the item to the March 3, 2025 meeting.
- D. **Policy/Legal** - This item is being put on the agenda as per the Council Rules and Procedures.

V. Alternatives

A. Does not apply.

VI. Recommendation

No recommendation.

Attachments

1. Email_CM_SorCross Request for Agenda_2 11 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

Brown, Adam

From: Soraida Cross
Sent: Tuesday, February 11, 2025 1:06 PM
To: Brown, Adam
Cc: Lore Christopher; Brown, Adam
Subject: Alternative CDEC names to be put on Agenda for 2/18

I would like to put the following on the 2/18/25 city council agenda for discussion to be brought to the next CDEC committee meeting:

Dan & Lore will be my second and third and will respond affirmatively

Rename CDEC committee, options to choose from

Redacted in compliance with serial meetings law Will be provided at the meeting.

Thanks
Soraida

Brown, Adam

From: Daniel Kohler
Sent: Tuesday, February 11, 2025 1:26 PM
To: Lore Christopher; Soraida Cross; Brown, Adam
Subject: Re: Alternative CDEC names to be put on Agenda for 2/18

I agree

Daniel R Kohler
Keizer City Council
Position 6

This may be subject to public records search and request.

From: Lore Christopher <ChristopherL@keizerOR.gov>
Sent: Tuesday, February 11, 2025 1:09:47 PM
To: Soraida Cross <CrossS@keizeror.gov>; Brown, Adam <BrownA@keizeror.gov>
Cc: Daniel Kohler <KohlerD@keizeror.gov>
Subject: RE: Alternative CDEC names to be put on Agenda for 2/18

Affirmed, I agree.

Lore Christopher
Keizer City Councilor #5
980 Chemawa Rd. NE
Keizer, OR 97303
christopherl@keizerOR.gov
503-856-3448



From: Soraida Cross <CrossS@keizeror.gov>
Sent: Tuesday, February 11, 2025 1:06 PM
To: Brown, Adam <BrownA@keizeror.gov>
Cc: Lore Christopher <ChristopherL@keizerOR.gov>; Brown, Adam <BrownA@keizeror.gov>
Subject: Alternative CDEC names to be put on Agenda for 2/18

I would like to put the following on the 2/18/25 city council agenda for discussion to be brought to the next CDEC committee meeting:

Dan & Lore will be my second and third and will respond affirmatively



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Proclamation Request for Vietnamese-American Remembrance Day (April 30th)

Proposed Motion

If the Council wishes to approve the Proclamation Request and set a meeting date for the proclamation - "I move to approve the Proclamation Request from Thao Duc Tu recognizing Vietnamese-American Remembrance Day at the _____ City Council Meeting."

I. Summary

A request for a proclamation recognizing Vietnamese-American Remembrance Day was received. The request is from Thao Duc Tu, President of the Vietnamese Community of Oregon and Vice President of the Federation of Vietnamese American Communities of the USA.

II. Background

- A. The Keizer Council Rules of Procedure, Section 14.1 and 14.2 outlines the process for proclamation requests and readings.

III. Current Situation

- A. A proclamation request has been submitted by Chao Duc Tu, President of the Vietnamese Community of Oregon and Vice President of the Federation of Vietnamese American Communities of the USA..
- B. A draft of the proposed proclamation is attached to this Staff Report.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - There are currently Proclamations scheduled for both April City Council Meetings.
- D. **Policy/Legal** -
 - i. Council Rules of Procedure, Section 14.1 - Request for Proclamations – Local organizations or residents requesting proclamations that proclaim a specified

date or dates to recognize the efforts of various community groups and individuals on certain projects, shall be filed with the City Recorder. Upon receipt, the City Recorder will notify the Council of the request. If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor will issue and read the proclamations.

- ii. Council Rules of Procedure, Section 14.2 - Reading of Proclamations – No more than one proclamation will be read at each meeting. It will be at the discretion of the Council if a proclamation will be read at a City Council meeting or presented to the organization or group. It is preferred that a representative of the requesting organization be present to receive the proclamation. Any proclamation that is approved, but not on the pre-approved list, the phrase "Here with the Council" shall be removed from the proclamation. Any presentation shall be limited to five minutes unless consent for more time is given by the Council.

V. Alternatives

- A. Council approve the request and schedule the date of the proclamation reading.
- B. Council deny the request and no proclamation will be issued.

VI. Recommendation

Staff recommends the Council discuss the Proclamation Request and make a motion to approve or deny the request.

Attachments

- 1. Proclamation Request - Vietnamese-American Remembrance Day

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

From: Thao Tu
Date: February 17, 2025 at 11:37:11 PM PST
To: Cathy Clark <ClarkC@keizeror.gov>
Cc: Carlos Grant DONALD CURTIS , Tuyet Lan chau pham Nguyễn Minh Hùng
Dinh Mai **Subject:** City of Keizer: Would you please approve for a proclamation recognizing the
Vietnamese-American Remembrance Day?

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

02/17/2025

Dear Mayor Clark and your Staff:

My name is Thao Duc Tu. I am President of Vietnamese Community Of Oregon.

Today on behalf of my Board, I send you this Proclamation and I hope that you will approve for this.

Thank you very much for your kindness and consideration from the bottom of my heart.

I look forward to receiving your response soon.

Respectfully yours and Best wishes to you all,

Thao Duc Tu

President

Vietnamese Community of Oregon

Vice President

Legislation Supervisory Council

Federation of Vietnamese American Communities of the USA



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Consider Proclamation Request Global Love Day (May 1, 2025)

Proposed Motion

If the Council wishes to approve the Proclamation Request and set a meeting date for the proclamation - "I move to approve the Proclamation Request from The Love Foundation recognizing Global Love Day at the _____ City Council Meeting."

I. Summary

A request for a proclamation to recognize Global Love Day was received from Harold W. Becker, President/ Founder of The Love Foundation.

II. Background

- A. The Keizer Council Rules of Procedure, Section 14.1 and 14.2 outlines the process for proclamation requests and readings.

III. Current Situation

- A. A proclamation request has been submitted by The Love Foundation in recognition of Global Love Day on May 1, 2025.
- B. A draft of the proposed proclamation submitted by The Love Foundation is attached to this Staff Report.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - There are currently proclamations scheduled for both May City Council Meetings.
- D. **Policy/Legal** -
 - i. Council Rules of Procedure, Section 14.1 - Request for Proclamations – Local organizations or residents requesting proclamations that proclaim a specified date or dates to recognize the efforts of various community groups and

individuals on certain projects, shall be filed with the City Recorder. Upon receipt, the City Recorder will notify the Council of the request. If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor will issue and read the proclamations.

- ii. Council Rules of Procedure, Section 14.2 - Reading of Proclamations – No more than one proclamation will be read at each meeting. It will be at the discretion of the Council if a proclamation will be read at a City Council meeting or presented to the organization or group. It is preferred that a representative of the requesting organization be present to receive the proclamation. Any proclamation that is approved, but not on the pre-approved list, the phrase "Here with the Council" shall be removed from the proclamation. Any presentation shall be limited to five minutes unless consent for more time is given by the Council.

V. Alternatives

- A. Council approve the request and schedule the date of the proclamation reading.
- B. Council deny the request and no proclamation will be issued.

VI. Recommendation

Staff recommends the Council discuss the Proclamation Request and make a motion to approve or deny the request.

Attachments

- 1. Proclamation Request - Global Love Day

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

From: "Harold W. Becker" <hwbecker@thelovefoundation.com>
Date: February 9, 2025 at 12:42:55 PM PST
To: Cathy Clark <ClarkC@keizer.org>
Subject: Announcing Global Love Day 2025 and Proclamation Request

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

We appreciate your consideration and participation; please see the following announcement from our foundation. Over 920 amazing proclamations issued already from prominent governors, mayors, councils and officials offering their support for Global Love Day (listed on our site and at the end of this email). It will be an honor to include your city and state this year. A sample proclamation is included below for consideration. We have local coordinators if you wish in-state representation. Please email or call if you have any questions at 407-779-2436. Thank you for your kind support.

Harold W. Becker
President/Founder
The Love Foundation Inc.

The Love Foundation Announces the 22nd Annual "GLOBAL LOVE DAY"- May 1, 2025

Orlando, FL, February 2025 — It is all about kindness, compassion and love in global proportions! The Love Foundation (TLF) is once again inviting people around the world to join in **"Celebrating our Humanity"** and expanding LOVE during a one day collective awareness event encompassing all nations, all people, and all life, on **May 1, 2025**. This twenty-second annual presentation of **Global Love Day** with the theme **"Love Begins With Me"** will take place as a universal celebration around the globe.

Since its initial launch in 2004, The Love Foundation continues receiving responses from individuals and organizations in over **175 countries** along with more than **920 proclamations** from **governors, mayors, councils and officials** endorsing the idea. Equally inspiring is their core message, translated into **40 languages**, sharing the vision of the day. TLF Founder, Harold W. Becker, states, "This day is a global recognition of humanity and the power of love within each individual." Through social media and by accessing the Foundation's main web site at www.thelovefoundation.com, people of all backgrounds including musicians, artists, government and religious leaders, authors, homemakers, students, NGO's, and businesses from around the world are sharing their support.

The Love Foundation is a 501(c)3 nonprofit organization with the mission of inspiring people to love unconditionally. Established in 2000, TLF is an internationally recognized leading resource for understanding and applying unconditional love. Their vision is to assist people by building a practical foundation and experience of love within individuals and society as a whole, through their education, research and charitable programs. For more information, contact John T. Goltz, Vice President, at email jtgoltz@thelovefoundation.com Be a part of it. Spread the word. Share the Love.

Think: Global Love Day
Feel: Love Begins With Me
Remember: May 1, 2025

Proclamation
(Sample)

Whereas, *The Love Foundation, Inc., a non-profit organization, has announced GLOBAL LOVE DAY to facilitate in establishing LOVE & PEACE on our planet;*

Whereas, *GLOBAL LOVE DAY will establish a worldwide focus towards "unconditionally loving each other as we love ourselves";*

Whereas, *We are One Humanity on this planet;*

Whereas, *All life is interconnected and interdependent;*

Whereas, *All share in the Universal bond of love;*

Whereas, *Love begins with self-acceptance and forgiveness;*

Whereas, *With respect and compassion we embrace diversity;*

Whereas, *Together we make a difference through love;*

Whereas, *The Love Foundation, Inc. invites mankind to declare May 1, 2025 as GLOBAL LOVE DAY, a day of forgiveness and unconditional love. GLOBAL LOVE DAY will act as a model for all of us to follow, each and every day;*

NOW, THEREFORE, I, _____ of _____, *hereby dedicate and proclaim May 1st, 2025 as: GLOBAL LOVE DAY in _____ and invite all citizens to observe this day, which honors the public cause for Global Love, World Peace, and Universal Joy.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of _____ to be affixed this ____ day of _____, 2025

List of Governors, Mayors, Councils and Officials Acknowledging Global Love Day to date:
(All are viewable on our website)

HH Dalai Lama

US Governors:

Governor Alabama
Governor Alaska
Governor Colorado
Governor Connecticut
Governor Florida
Governor Hawaii
Governor Idaho
Governor Indiana
Governor Iowa
Governor Kansas
Governor Kentucky
Governor Louisiana
Governor Maine
Governor Maryland
Governor Montana
Governor Nebraska
Governor Nevada
Governor New Jersey

Governor New Mexico
Governor Ohio
Governor Oregon
Governor Oklahoma
Governor Tennessee
Governor Pennsylvania
Governor Puerto Rico
Governor Rhode Island
Governor South Dakota
Governor Utah
Governor Washington
Governor Wisconsin

US Senators of FL
US Congressman of NY

US Mayors & Councils:

Addison, TX
Akron, OH
Alabaster, AL
Albany, OR
Albuquerque, NM
Alexandria, VA
Altamonte Springs, FL
Anchorage, AK
Arlington, VA
Asheville, NC
Atlanta, GA
Atlanta City Council, GA
Aventura, FL
Babylon, NY
Baltimore, MD
Battle Creek, MI
Bay City, MI
Bayonne, NJ
Beaverton, OR
Bell Gardens, CA
Beverly, MA
Beverly Hills, CA
Binghamton, NY
Bloomfield, NJ
Bloomington, IN
Bolingbrook, IL
Bonita Springs, FL
Boston, MA
Boynton Beach, FL
Bradenton, FL
Brick, NJ
Bridgeport, CT
Buffalo, NY
Burbank, CA
Burlington, NC
Burnsville, MN
Calabasas, CA
Cambridge, MA
Canton, OH
Carmel, IN
Carpentersville, IL
Carson, CA

Cathedral City, CA
Central Falls, RI
Cerritos, CA
Charleston, SC
Charlotte, NC
Chattanooga, TN
Cincinnati, OH
Clearwater, FL
Clermont, FL
Cleveland, OH
Coconut Creek, FL
Colorado Springs, CO
Columbus, OH
Concord, NC
Cooper City, FL
Council Bluffs, IA
Cupertino, CA
Dallas, TX
Daly City, CA
Dania Beach, FL
Davie, FL
Dayton, OH
Deerfield Beach, FL
Delaware, OH
Deltona, FL
Denver, CO
Detroit, MI
Dunedin, FL
Durham, NC
East Lansing, MI
Edgewater, FL
Elizabeth, NJ
Elk Grove, CA
Elkhart, IN
El Paso, TX
Euless, TX
Fairfield, CA
Fall River, MA
Fayetteville, AR
Fayetteville, NC
Florence, SC
Fort Collins, CO
Fort Lee, NJ
Fullerton, CA
Gainesville, FL
Gary, IN
Gilbert, AZ
Gilroy, CA
Grand Rapids, MI
Grapevine, TX
Greenville, NC
Greenville, SC
Hallandale Beach, FL
Hamden, CT
Harrisburg, PA
Harrisonburg, VA
Hemet, CA
Hempstead, NY
Henderson, NV
High Point, NC

Hillsborough County, FL
Hoffman Estates, IL
Howell Township, NJ
Houston, TX
Huntington, NY
Huntington Beach, CA
Huntington Park, CA
Huntsville, TX
Indianapolis, IN
Indio, CA
Iowa City, IA
Irvine, CA
Irving, TX
Jackson, MI
Jackson, MS
Jacksonville, NC
Kalamazoo, MI
Kansas City, KA
Kansas City, MO
Key West, FL
Kinston, NC
Kissimmee, FL
Kauai, HI
Lafayette, IN
Lakeland, FL
Largo, FL
La Crosse, WI
La Verne, CA
League City, TX
Linden, NJ
Longview, TX
Louisville, KY
Loveland, CO
Lowell, MA
Madison, WI
Malibu, CA
Manchester, CT
Marana, AZ
Mason, OH
Massillon, OH
Maui, HI
McAllen, TX
Melbourne, FL
Memphis, TN
Miami, FL
Miami-Dade, FL
Michigan City, IN
Middlesborough, KY
Milpitas, CA
Milwaukee, WI
Minneapolis, MN
Mobile, AL
Montgomery, AL
Moorhead, MN
Mount Prospect, IL
Mountain View, CA
Muncie, IN
Nashville, TN
New Castle, PA
New Orleans, LA

Newport News, VA
New Smyrna Beach, FL
New York City, NY
Newark, NJ
Noblesville, IN
North Lauderdale, FL
North Miami, FL
North Port, FL
Norwalk, CT
Oakland, CA
Oakley, CA
Oklahoma City, OK
Orange County, FL
Orlando, FL
Ormond Beach, FL
Osceola County, FL
Palm Bay, FL
Palm Beach Gardens, FL
Palm Desert, CA
Palm Springs, CA
Perris, CA
Petaluma, CA
Petersburg, VA
Philadelphia, PA
Phoenix, AZ
Pine Bluff, AR
Pinellas County, FL
Pinellas Park, FL
Pittsburg, CA
Pittsburgh, PA
Plant City, FL
Plainfield, IL
Pomona, CA
Portage, MI
Portland, ME
Portsmouth, VA
Port Arthur, TX
Port St. Lucie, FL
Poughkeepsie, NY
Prescott Valley, AZ
Providence, RI
Pueblo, CO
Queen Creek, AZ
Raleigh, NC
Reading, PA
Redwood City, CA
Reno, NV
Richardson, TX
Richmond, CA
Richmond, VA
Riverhead, NY
Rochelle, IL
Rockford, IL
Rohnert Park, CA
Royal Palm Beach, FL
Sacramento, CA
Salisbury, MD
Salt Lake City, UT
Sammamish, WA
San Antonio, TX

San Diego, CA
San Fernando, CA
San Francisco, CA
San Marcos, TX
Santa Clara, CA
Sarasota, FL
Sarasota County, FL
Saratoga, CA
Savannah, GA
Scottsdale, AZ
Seattle, WA
Shawnee, KS
Sioux Falls, SD
Solon, OH
South Daytona, FL
Sparks, NV
Springfield, MA
St. Cloud, FL
St. Joseph, MO
St Petersburg Council, FL
Stamford, CT
State College, PA
Stockton, CA
Stow, OH
Suisun City, CA
Sun Prairie, WI
Surprise, AZ
Tacoma, WA
Tallahassee, FL
Tamarac, FL
Tampa City Council, FL
Tampa, FL
Tarpon Springs, FL
Tempe, AZ
Temple, TX
Thornton, CO
Tigard, OR
Titusville, FL
Toledo, OH
Tonawanda, NY
Topeka, KS
Trenton, NJ
Trotwood, OH
Tyler, TX
Upland, CA
Vineland, NJ
Wake Forest, NC
Waltham, MA
Warren, OH
Warren, MI
Warwick, RI
Watauga, TX
Waterloo, IA
Watsonville, CA
Wentzville, MO
West Covina, CA
West Hartford, CT
West Hollywood, CA
West Lafayette, IN
Westlake, OH

Weston, FL
Wichita, KS
Wilmington, DE
Winston-Salem, NC
Wisconsin Rapids, WI
Yonkers, NY

Canada:

Burnaby
Calgary
Edmonton
Halifax
Oakville
Ottawa
Regina
Saskatoon
Surrey
Vancouver
Victoria

England:

Glastonbury

Mailing Address:

The Love Foundation, Inc.
P.O. Box 691911
Orlando, FL 32869-1911

Ph: 407-779-2436

www.thelovefoundation.com



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Proclamation Request for Month of the Military Child (April 2025)

Proposed Motion

If the Council wishes to approve the Proclamation Request and set a meeting date for the proclamation - "I move to approve the Proclamation Request from the Oregon Military Teen Panel and Joint Technology Solution, Inc. recognizing Oregon Month of the Military Child at the _____ City Council Meeting."

I. Summary

A request to recognize Month of the Military Child and PurpleUp Day! was received. The request is from Barret Grim, Senior Ambassador, Oregon Military Teen Panel, and Lorene Morre, Joint Technology Solution, Inc.

II. Background

- A. The Keizer Council Rules of Procedure, Section 14.1 and 14.2 outlines the process for proclamation requests and readings.

III. Current Situation

- A. A proclamation request has been submitted by Barret Grim, Senior Ambassador, Oregon Military Teen Panel, and Lorene Morre, Joint Technology Solution, Inc .in recognition of Month of the Military Child and PurpleUp Day!
- B. A draft of the proposed proclamation is attached to this Staff Report.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - There are currently Proclamations scheduled for each of the April City Council Meetings.
- D. **Policy/Legal** -
 - i. Council Rules of Procedure, Section 14.1 - Request for Proclamations – Local

organizations or residents requesting proclamations that proclaim a specified date or dates to recognize the efforts of various community groups and individuals on certain projects, shall be filed with the City Recorder. Upon receipt, the City Recorder will notify the Council of the request. If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor will issue and read the proclamations.

- ii. Council Rules of Procedure, Section 14.2 - Reading of Proclamations – No more than one proclamation will be read at each meeting. It will be at the discretion of the Council if a proclamation will be read at a City Council meeting or presented to the organization or group. It is preferred that a representative of the requesting organization be present to receive the proclamation. Any proclamation that is approved, but not on the pre-approved list, the phrase "Here with the Council" shall be removed from the proclamation. Any presentation shall be limited to five minutes unless consent for more time is given by the Council.

V. Alternatives

- A. Council approve the request and schedule the date of the proclamation reading.
- B. Council deny the request and no proclamation will be issued.

VI. Recommendation

Staff recommends the Council discuss the Proclamation Request and make a motion to approve or deny the request.

Attachments

- 1. Proclamation Request - Month of the Military Child
- 2. Sample - 2025 MOMC Proclamation

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

From: "Moore, Lorene F CTR (USA)" <lorene.f.moore.ctr@army.mil>
Date: February 19, 2025 at 5:36:06 PM MST
To: Cathy Clark <ClarkC@keizer.org>
Subject: Oregon Month of the Military Child

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

Hello!

We are Lorene Moore, Lead Child & Youth Coordinator for the Oregon National Guard Child & Youth Program, and Barret Grimm, Senior Ambassador on the Oregon Military Teen Panel. The Oregon Military Teen Panel is composed of twenty-one National Guard Youth who strive to be an active part of their community. Current members reside in Salem, Sublimity, Albany, Portland, Estacada, Sherwood, Klamath Falls and Happy Valley.

In Oregon, many families are going through a service member being gone for deployment. We are here to support Oregon's military youth as they go through military life challenges and face occurring obstacles.

According to Military OneSource, in 2023 there were 8,259 National Guard Members in Oregon. That includes 4,713 Army Guard and 2,159 Air Guard Members, most of whom have families and children. On April 10th, local groups and communities are encouraged to take part in **PurpleUp Day!** by wearing or displaying purple. The goal is for military kids to SEE that they are supported and loved by their local communities.

We are reaching out to you today to request that you show your support for military kids by making a public announcement that April is the Month of the Military Child. We would love to celebrate with the city of Keizer on April 10, 2025! We would also like to encourage you to participate in **PurpleUp Day!** You can show your support by posting or sending (ng.or.orarng.list.cyp@army.mil) us a picture of your city government wearing purple and tag @ORNGChildandYouthProgram on Instagram or @ORNG.ChildandYouthProgram on Facebook. In other states, some cities changed their building lights to purple and others had a proclamation at their town hall meeting. Your support would mean a lot to our program and the National Guard youth in Oregon.

Attached is a flier promoting **PurpleUp Day!** Please consider taking part in this annual display of support. Your participation matters!

Here is some more information regarding Month of the Military Child:
<https://www.dodea.edu/dodeaCelebrates/Military-Child-Month.cfm>

Please let us know what other questions you may have!

Thank you for your time and consideration.

Barret Grimm
Senior Ambassador
Oregon Military Teen Panel

Lorene Moore
Lead Child and Youth Program Coordinator
Joint Technology Solution, Inc. (JTSi)- Contractor Oregon National Guard
O: 971.355.3079 | M: 503.602.9021 ← Please note *New Office Number*
E: lorene.f.moore.ctr@army.mil
<https://www.facebook.com/ORNG.ChildandYouthProgram>
Tell us how we are doing: <https://ice.disa.mil/index.cfm?fa=card&sp=148778>

Do one thing every day that scares you. – Eleanor Roosevelt





RE: Month of the Military Child- April 2024

February 14, 2024

To Whom It May Concern,

On behalf of the Oregon National Guard, Child & Youth Program, we would like to request Governor Kotek's official support for Month of the Military Child 2024. By proclaiming April as Month of the Military Child, Oregon will join the other 53 states and territories in recognizing that military kids serve too!

As part of this national campaign, Oregon National Guard Child & Youth Program works to celebrate military connected children throughout the state of Oregon. This year we would be honored if Governor Kotek was able to add to the recognition of these young Americans by signing a proclamation, officially involving Oregon in the national Month of the Military Child campaign. (Please see the draft proclamation attached)

With over 10,000 children in Oregon directly connected to a parent serving in the military with hundreds more military connected through a close relative's service, Oregon has a strong foundation in children who are resilient, ready and strong! Recognizing this special populations' sacrifice, dedication and their strength is a priority of Month of the Military Child. We hope that Governor Kotek is able to join in the campaign and officially have the state of Oregon support military connected kids living in Oregon.

STATE OF OREGON
P R O C L A M A T I O N
OFFICE OF THE GOVERNOR

WHEREAS: Thousands of brave Oregonians are demonstrating their courage and commitment to freedom by serving in the Armed Forces of the United States of America here at home and abroad; and

WHEREAS: Oregon has more than 10,000 children connected to the military through a parent currently serving in the military, with hundreds more connected through the military service of a sibling, an aunt, an uncle or a grandparent; and

WHEREAS: These children are a source of pride and honor for us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children; and

WHEREAS: Oregonians are encouraged to pay tribute to our military children for their commitment, their sacrifice and their unconditional support of our service members because when parents serve in the military, their kids serve too.

NOW,
THEREFORE: I, Tina Kotek, Governor of the State of Oregon, hereby proclaim **April 2024** to be the

MONTH OF THE MILITARY CHILD

in Oregon and encourage all Oregonians to join in this observance.

IN WITNESS WHEREOF, I hereunto set my hand and
cause the Great Seal of the State of Oregon to be affixed.
Done at the Capitol in the City of Salem in the State of
Oregon on this day, _____.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Recognizing National Observances and Commemorative/Heritage Months

Proposed Motion

I move the Council adopt Resolution R2025-____ Recognizing National Observances and Commemorative/Heritage Months; Repealing Resolutions R2021-3215, R2022-3324 and R2022-3343.

I. Summary

During the February 10, 2025 work session, the Council requested that staff bring back an updated list of national observances for consideration at the next City Council Regular Session.

II. Background

- A. The City Council held a work session on February 10, 2025 to discuss the current listing of National Observances and Commemorative/Heritage Months.

III. Current Situation

- A. Based on the February 10, 2025 work session a revised listing of National Observances and Commemorative/Heritage Months has been prepared for City Council consideration.

IV. Analysis

- A. **Strategic Impact** - Not applicable
- B. **Financial** - No financial impact
- C. **Timing** - The change to the list of national observances and commemorative/heritage months will be effective with Council approval
- D. **Policy/Legal** - City Council approval is required to recognize national observances and commemorative/heritage months.

V. Alternatives

- A. Adopt the attached resolution recognizing the national observances and commemorative/heritage months.
- B. Propose additional changes to the national observances and commemorative/heritage month listing.
- C. Take no action.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution R2025-_____
Recognizing National Observances and Commemorative/Heritage Months.

Attachments

- 1. RES_2021-3215
- 2. RES_R2022-3324_2022-09-19
- 3. RES_R2022-3343_2022-11-21
- 4. RES_CC_Recognition of National Observances and Months_3 3 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021- 3215

4
5 RECOGNIZING NATIONAL OBSERVANCES AND
6 COMMEMORATIVE/HERITAGE MONTHS

7
8 WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer
9 Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

10 WHEREAS, the Community Diversity Engagement Work was formed by the city
11 Council in April 2021 as part of the Goals and Work Plan;

12 WHEREAS, the Community Diversity Engagement Group made a motion to
13 recognize national observances and commemorative/heritage months to the Council at
14 its July 21, 2021 meeting;

15 WHEREAS, the Council has considered the recommendation and wishes to
16 recognize the national observances and commemorative/heritage months outlined below;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the following
19 national observances and commemorative/heritage months are hereby recognized by the
20 City of Keizer:

- 21 • **African American History Month (February)**
22 National African American History Month in February celebrates the contributions that
23 African Americans have made to American history in their struggles for freedom and
24 equality and deepens our understanding of our Nation's history.
25
26 • **Women's History Month (March)**
27 Women's History Month honors and celebrates the struggles and achievements of
28 American women throughout the history of the United States.
29

- 1 • **Irish-American Heritage Month (March)**
2 Irish-American Heritage Month is a month to celebrate the contributions which Irish-
3 Americans have made to the United States.
4
- 5 • **Law Day (May 1)**
6 Law Day is a national day to celebrate the rule of law and its contributions to the
7 freedoms Americans enjoy.
8
- 9 • **Asian Pacific Heritage Month (May)**
10 Asian/Pacific American Heritage Month is a month to celebrate the contributions
11 Asian/Pacific Americans have made to American history, society and culture.
12
- 13 • **Jewish American Heritage Month (May)**
14 Jewish American Heritage Month is a month to celebrate the contributions Jewish
15 Americans have made to America since they first arrived in New Amsterdam in 1654.
16
- 17 • **Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (June)**
18 Lesbian, Gay, Bisexual, Transgender and Queer Pride Month commemorates the events
19 of June 1969 and works to achieve equal justice and equal opportunity for LGBTQ
20 Americans.
21
- 22 • **Constitution Day and Citizenship Day (September 17)**
23 Constitution Day and Citizenship Day is observed each year on September 17 to
24 commemorate the signing of the Constitution on September 17, 1787 and "recognize all
25 who, by coming of age or by naturalization, have become citizens."
26
- 27 • **National Hispanic Heritage Month (September 15 - October 15)**
28 National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic
29 Americans have made to American society and culture and to honor five of our Central
30 American neighbors who celebrate their Independence days in September.
31
- 32 • **National Disability Employment Awareness Month (October)**
33 National Disability Employment Awareness Month celebrates the accomplishments in the
34 workplace of persons with disabilities and reaffirms the commitment to ensuring equal
35 employment opportunities to all citizens.
36
- 37 • **American Indian Heritage Month (November)**
38 National American Indian Heritage Month celebrates and recognizes the
39 accomplishments of the peoples who were the original inhabitants, explorers and
40 settlers of the United States.
41
- 42 • **Human Rights Day (December 10)**
43 Human Rights Day is observed each year to commemorate the adoption of the Universal
44 Declaration of Human Rights (UDHR) by the United Nations General Assembly on
45 December 10, 1948.

46 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
47 recognition may include the following types of activities among others in the discretion
48 of the City Manager:

- Acknowledgement on the City's reader board,
- Acknowledgement on the City's website/social media with links to additional educational materials,
- Displaying educational materials.

BE IT FURTHER RESOLVED that one or more of the observances may be announced as a formal proclamation, at the Mayor's discretion.

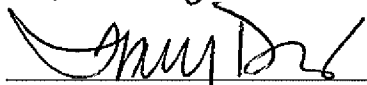
BE IT FURTHER RESOLVED that any recommended changes to the above national observances and commemorative/heritage months shall be brought to the City Council by a Council-formed committee with one of its purposes being to research and make recommendations to the Council of national observances and commemorative/heritage months.

BE IT FURTHER RESOLVED that this action by the City Council is in the form of engaging the City's own speech activities and in no way creates any type of public forum or limited public forum.

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

PASSED this 7th day of September, 2021.
SIGNED this 7th day of September, 2021.



Mayor


City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022- 3324

4
5 AMENDING RESOLUTION R2021-3215 (RECOGNIZING
6 NATIONAL OBSERVANCES AND COMMEMORATIVE/
7 HERITAGE MONTHS) TO ADD INDIGENOUS PEOPLES' DAY

8
9 WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer
10 Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

11 WHEREAS, the Community Diversity Engagement Work was formed by the city
12 Council in April 2021 as part of the Goals and Work Plan;

13 WHEREAS, the City Council adopted Resolution R2021-3215 (Recognizing
14 National Observances and Commemorative/Heritage Months) on September 7, 2021;

15 WHEREAS, the Community Diversity Engagement Group made a motion to
16 request the City Council to recognize Indigenous Peoples' Day;

17 WHEREAS, the Council has considered the recommendation and wishes to
18 recognize Indigenous Peoples' Day;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that Resolution
21 R2021-3215 be amended to add the following to the list of national observances and
22 commemorative/heritage months:

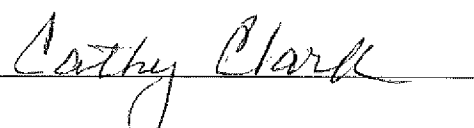
- 23 • **Indigenous Peoples' Day (October)**
24 Indigenous Peoples' Day is celebrated on the second Monday of October to honor the
25 cultures and histories of the Native American people.
26
27

1 BE IT FURTHER RESOLVED that this action by the City Council is in the form
2 of engaging the City's own speech activities and in no way creates any type of public
3 forum or limited public forum.

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

6 PASSED this 19th day of September, 2022.

7 SIGNED this 19th day of September, 2022.

8
9 
10 _____
11 Mayor

12 
13 _____
City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022- 3343

AMENDING RESOLUTION R2021-3215 (RECOGNIZING NATIONAL OBSERVANCES AND COMMEMORATIVE/ HERITAGE MONTHS) TO ADD OLDER AMERICANS MONTH AND CONSTITUTION WEEK AND REMOVE IRISH-AMERICAN HERITAGE MONTH, LAW DAY, CONSTITUTION DAY AND CITIZENSHIP DAY

WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

WHEREAS, the Community Diversity Engagement Work was formed by the city Council in April 2021 as part of the Goals and Work Plan;

WHEREAS, the City Council adopted Resolution R2021-3215 (Recognizing National Observances and Commemorative/Heritage Months) on September 7, 2021;

WHEREAS, the City Council adopted Resolution R2022-3324 amending R2021-3215 on September 19, 2022 Indigenous Peoples' Day;

WHEREAS, the Community Diversity Engagement Group made motions to request the City Council to revise the list to remove Law Day, Constitution Day and Citizenship Day, and Irish/American Heritage Month; and to recognize Older Americans Month;

WHEREAS, the Council has considered the recommendation and wishes to remove Law Day, Constitution and Citizenship Day, and Irish/American Heritage Month;

WHEREAS, the Council has considered the recommendation and wishes to recognize Older Americans Month;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2021-3215 be amended to remove the following from the list of national observances and commemorative/heritage months:

- **Irish-American Heritage Month (March)**

Irish-American Heritage Month is a month to celebrate the contributions which Irish-Americans have made to the United States.

- **Law Day (May 1)**

Law Day is a national day to celebrate the rule of law and its contributions to the freedoms Americans enjoy.

- **Constitution Day and Citizenship Day (September 17)**

Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787 and "recognize all who, by coming of age or by naturalization, have become citizens."

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2021-3215 be amended to add the following to the list of national observances and commemorative/heritage months:

- **Older Americans Month (May)**

Older Americans Month is a month to encourage and recognize the countless contributions that older adults make to our communities.

- **Constitution Week (September 17 to 23)**

The United States Constitution, America's most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights. And, Constitution Week is celebrated annually during the week of September 17 to 23 to commemorate its history, importance, and bring attention to how it serves still today.

BE IT FURTHER RESOLVED that this action by the City Council is in the form of engaging the City's own speech activities and in no way creates any type of public forum or limited public forum.

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

3 PASSED this 21st day of November, 2022.

4
5 SIGNED this 21st day of November, 2022.

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Mayor 


City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

RECOGNIZING NATIONAL OBSERVANCES AND
COMMEMORATIVE/HERITAGE MONTHS; **REPEAL OF
RESOLUTIONS R2021-3215, R2022-3324, AND R2022-3343**

WHEREAS, the City Council adopted Resolution R2021-3215 (Recognizing
National Observances and Commemorative/Heritage Months) on September 7, 2021;

WHEREAS, the City Council adopted Resolution R2022-3324 amending R2021-
3215 on September 19, 2022;

WHEREAS, the City Council adopted Resolution R2022-3343 amending R2021-
3215 on November 21, 2022;

WHEREAS, the Council has reviewed the recognitions on February 10, 2025 and
wish to revise the recognized national observances and commemorative/heritage months
as outlined below;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following
national observances and commemorative/heritage months are hereby recognized by the
City of Keizer:

- **Black History Month (February)**
- **Women's History Month (March)**
- **National Disability Employment Awareness Month and National
Developmental Disability Awareness Month (March)**
- **Child Abuse Prevention Month (April)**

- **Volunteer Recognition Month (April)**
- **Jewish American Heritage Month (May)**
- **Asian American Native Hawai'ian Pacific Islander Heritage Month (May)**
- **Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (June)**
- **Youth Councilor Proclamation (June)**
- **Juneteenth Proclamation (June)**
- **National Suicide Prevention Month (September)**
- **Constitution Week (September)**
- **National Hispanic Heritage Month (September)**
- **Indigenous Peoples' Day (October)**
- **Domestic Violence Awareness Month (October)**
- **Native American Heritage Month (November)**
- **National Veterans and Military Families Month (November)**
- **Human Rights Day (December)**

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that recognition may include the following types of activities among others in the discretion of the City Manager:

- Acknowledgement on the City's reader board,
- Acknowledgement on the City's website/social media with links to additional educational materials,
- Displaying educational materials.

BE IT FURTHER RESOLVED that the observances are to be announced as a formal proclamation.

BE IT FURTHER RESOLVED that any recommended changes to the above national observances and commemorative/heritage months shall be brought to the City Council by a Council-formed committee with one of its purposes being to research and

1 make recommendations to the Council of national observances and
2 commemorative/heritage months or on Council's own review and recommendations to
3 the Council.

4 BE IT FURTHER RESOLVED that this action by the City Council is in the form
5 of engaging the City's own speech activities and in no way creates any type of public
6 forum or limited public forum.

7 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
8 Resolutions R2021-3215, R2022-3324, and R2022-3343 are hereby repealed in their
9 entirety.

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

12 PASSED this _____ day of _____, 2025.

13

14 SIGNED this _____ day of _____, 2025.

15

16

17

18

Mayor

19

20

21

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Discussion Item - Council Rules and Procedure

Proposed Motion

None

I. Summary

Mayor Clark has requested a discussion regarding the Council Rules and Procedures. The request for discussion was supported by Council President Starr and Councilor Juran.

II. Background

- A. Mayor Clark wants the opportunity to bring forward some specific changes to the Rules of Procedure. She asked two councilors if they would support having a discussion at the next meeting.

III. Current Situation

- A. Mayor Clark has specific changes to the Rules of Procedure in mind. These were physically brought forward to each Councilor on the dais at the February 3, 2025 meeting in accordance with Public Meetings law. At that meeting, the changes were introduced into the record so that they would be in the public and could be added to the packet at a future meeting.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No financial impact.
- C. **Timing** - No apparent timing concerns.
- D. **Policy/Legal** - Mayor Clark has specific changes to the Rules of Procedure in mind, but due to Public Meetings Law, her specific opinions and outcome asks cannot be shared with a quorum of councilors without creating a serial meeting. In order to be in compliance with Public Meetings laws, copies of her specific wants was placed on the dais at the February 3, 2025 meeting in accordance with Public Meetings law. At

that meeting, the changes were introduced into the record so that they would be in the public and could be added to this packet.

V. Alternatives

- A. Accept certain changes to be brought back in a resolution pursuant to Section 22.1 to amend the Rules.
- B. Reject all changes and leave the Rules as written.

VI. Recommendation

Staff recommends looking at the suggested changes and deciding how to direct staff in terms of amending the Rules of Procedure.

Attachments

- 1. 02-03-2025 Corrections for Council Rules

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

02-03-2025 Corrections for Council Rules

Upon further review of the adopted rules of procedure, there are a few items to recommend for minor revisions.

Omission of Charter provision: Section 3.10 Attendance Duty

Section 3.6 of the Charter has a section on “compulsion to attend” when a quorum is needed. The City Council does not have a mechanism to do this. Shall we consider adding this to the last paragraph so it will make it simple for allowing for someone on line so we can get quorum? See the suggested addition in bold print:

“In addition, this provision is waived if two-thirds of the Council members present deem it important that a Council member appear electronically **or need to compel a Council member to attend as per Charter Section 3.6.** A quorum must be physically present. A motion to suspend the rules is not required.

Typo: Section 4.3 Council Vice President

Second paragraph, second sentence needs a period instead of a comma after the word Mayor.

Typo: Section 7.1 Written Communications

See minor correction in bold print:

- (a) ... Communications shall include a legal name and city of residence **as** determined by self-attestation.

Clarification: Proclamations

14.1 “If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor’s signature.” What is the method of approval?

14.2 “Any proclamation that is approved, but not on the pre-approved list, the phrase “here with the Council” shall be removed from the proclamation.” Since rules were changed so all proclamations are approved by Council, this part of Section 14.2 would appear to be unneeded.

Clarification: Section 18.3 Qualifications

A suggested edit to make the section clearer as to the circumstances for a non-resident to be appointed to a committee:

Original:

In addition, the candidate must be a resident. Even when allowed, City Committees, Boards and Commissions cannot have more than one non-resident who must be a property owner or business owner in the city, except where specified by resolution or ordinance.

Suggested change:

In addition, the candidate must be a resident **or**, when allowed, ~~City Committees, Boards and Commissions cannot have more than one~~ a non-resident who must be a property owner or business owner in the city, **with no more than one non-resident per City Committee, Board or Commission**, except where specified by resolution or ordinance.

Typo: Section 18.5 Council Task Force

Second sentence

All Council Ad-Hoc Task Forces shall have a Council member as Chair who shall be ~~either~~ appointed by the Council.

Clarification: Section 20

The Work Plan was for projects to be led by Council vs direction to Staff.

We discussed removing this reference throughout this section since this was only used in 20-21.

Does Council agree with that modification?



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Dawn Wilson, Deputy City Recorder
Subject: Authorizing City Manager to Enter into a Contract with CivicPlus for Website Services

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-_____ Authorizing City Manager to Enter into Personal Services Agreement With CivicPlus for Website Software and Services.

I. Summary

Upon numerous meetings, surveys, research, and website demos, a cross-departmental Website Team with the support of the Executive Leadership Team determined that CivicPlus as a website provider best meets the needs of the City and would be in the best interest of the public and staff's resources.

II. Background

- A. The current website lacks in many areas including a challenging customer experience, as well as being highly inefficient for staff to post information, edit, and create landing pages.
- B. A cross-departmental website team was formed by City Manager Adam Brown to determine the needs of the City of Keizer's website, the current website, and possibly other website providers.
- C. Common themes across surveys completed by the public, staff, and staff who maintain the website include the following:
 - 1. Needs an all-inclusive calendar for meetings and events.
 - 2. Needs a centralized complaint/concern form.
 - 3. Needs online payment options.
 - 4. Needs to be easy to use and intuitive.
 - 5. Needs the ability to apply online for reservations and permits.

III. Current Situation

- A. The current website needs a major upgrade and re-design, which can be done by

the current provider.

- B. Even after a major upgrade, the website wouldn't have the integration feature that CivicPlus has with the Keizer Code, Agenda Management platform, and meeting calendar.
- C. Example websites created by CivicPlus are as follows:
 - 1. [Fountain Hills, AZ - Official Website | Official Website](#)
 - 2. [Dublin, CA - Official Website | Official Website](#)
 - 3. [Princeton, TX | Official Website](#)
 - 4. [City of Clearwater](#)
- D. CivicPlus offers responsive, robust technical support.
- E. CivicPlus has an automatic feed feature from the various CivicPlus platforms into an all-encompassing calendar.
- F. CivicPlus has a direct search integration with their products and the overall website.
- G. Navigation and searching features in CivicPlus would be a significant improvement to the current website.
- H. CivicPlus utilizes drop and drag interface making it intuitive and significantly more efficient for staff to post information, edit, and create landing pages.
- I. Two additional website providers were considered and proposals were provided. The quotes were considerably less than CivicPlus, but they didn't provide the integration, intuitiveness, or an all-encompassing calendar without writing additional code at an additional expense.

IV. **Analysis**

- A. **Strategic Impact** - There would be an overlap with both website providers during the transitioning from the current website to a new provider. The new provider will provide training to staff who maintain the website.
- B. **Financial** - The initial setup investment for CivicPlus is \$24,641.35. The annual recurring cost is \$10,000 for the first four years. A 3% annual increase on the annual cost would start at year five.

The the annual fee for the current provider is \$2,000. The cost for a major upgrade with the current provider would cost \$6,200 with an annual cost of \$4,108.

- C. **Timing** - The new website would be built out over the next year.
- D. **Policy/Legal** - While a Request for Proposal procurement option is not required because a five-year contract price would be under \$150,000, Council approval is needed because the informal solicitation for quotes process was used for a contract exceeding two years in length.

V. **Alternatives**

- A. Adopt the attached Resolution changing website providers and enter into a contract

with CivicPlus.

- B. Remain with current website provider and not make any changes.
- C. Remain with current website provider and have several enhancements made to the website.
- D. Consider other website providers and ask staff to bring back specifics from other providers.

VI. Recommendation

Staff recommends Council adopt the attached Resolution.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter Contract with CivicPlus for Website Services_3 3 2025
- 2. EXH_CC_CivicPlus Website Software Agreement_3 3 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5
6 AUTHORIZING CITY MANAGER TO ENTER INTO PERSONAL
7 SERVICES AGREEMENT WITH CIVICPLUS FOR WEBSITE
8 SOFTWARE AND SERVICES
9

10
11 WHEREAS; the City of Keizer website requires a major upgrade and re-design;

12 WHEREAS, three website proposals were provided and considered by staff;

13 WHEREAS two additional website providers were less than CivicPlus, but they
14 did not provide the integration, intuitiveness, or an all-encompassing calendar without
15 additional expense;

16 WHEREAS, the cross-departmental Website Team with the support of the
17 Executive Leadership Team determined that CivicPlus would best meet the needs of the
18 City;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City
21 Manager is authorized to enter into the Personal Services Agreement with CivicPlus for
22 website software and services, a copy of which is attached hereto and by this reference
23 incorporated herein.
24
25
26

**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF Keizer, OREGON
FOR WEBSITE SOFTWARE AND SERVICES**

THIS AGREEMENT made and entered into this _____ day of _____, 2025 by and between the City of Keizer, an Oregon municipal corporation, hereinafter called City, and CivicPlus, hereinafter called CivicPlus.

RECITALS

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

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

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

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

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, one year from the date of execution, except that the term shall automatically renew in one year increments unless terminated in accordance with this Agreement. Renewals of the Agreement will be contingent upon the approval of the pricing in the City's annual fiscal year budget.

3. COMPENSATION

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

- A.** Payment by City to CivicPlus for performance of services under this Agreement includes all expenses incurred by CivicPlus, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B.** Payment will be made in installments based on CivicPlus's invoice schedule described in Exhibit A, and not more frequently than monthly.
- C.** Payment by City shall release City from any further obligation for payment to CivicPlus, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D.** Where applicable, CivicPlus must make payment promptly as due to persons supplying CivicPlus labor or materials for the execution of the work provided by this Agreement. CivicPlus must pay all contributions or amounts due from CivicPlus to the Industrial Accident Fund incurred in the performance of this Agreement. CivicPlus shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account

of any labor or material to be furnished. CivicPlus further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- E. If CivicPlus fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CivicPlus or a subconsultant by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the CivicPlus. The payment of the claim in this manner shall not relieve CivicPlus or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this Agreement, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. CivicPlus shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of CivicPlus or all sums which CivicPlus agrees to pay for such services and all moneys and sums which CivicPlus collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance the initial costs of this Agreement.

4. OWNERSHIP OF WORK PRODUCT

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

Upon completion of the implementation services, City will assume full responsibility for City Content maintenance and administration, except for the obligations of CivicPlus set forth in this Agreement. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content; and that City has all rights necessary for CivicPlus to use the City Content in connection with providing the Services.

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

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus

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

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

5. ASSIGNMENT/DELEGATION

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

6. STATUS OF CIVICPLUS AS INDEPENDENT CONTRACTOR

CivicPlus certifies that:

A. CivicPlus acknowledges that for all purposes related to this Agreement, CivicPlus is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that CivicPlus is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to CivicPlus under the terms of this Agreement, to the full extent of any benefits or other remuneration CivicPlus receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to CivicPlus or to a third party) as a result of said finding.

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

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

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

year by any public employer participating in the Retirement System.

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

7. INDEMNIFICATION

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

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

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

8. INSURANCE

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

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

A. Commercial General Liability Insurance

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

Coverage	Limit
General Aggregate	\$4,000,000
Products-Completed Operations Aggregate	4,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

CivicPlus shall also obtain, at CivicPlus's own expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all

owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$500,000.

C. Professional Liability Insurance

CivicPlus shall obtain, at CivicPlus's own expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

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

E. Additional Named Insured Provision

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

F. Notice of Cancellation

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

G. Insurance Carrier Rating

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

H. Certificates of Insurance

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

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

I. Independent Contractor Status

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

J. Primary Coverage Clarification

The parties agree that CivicPlus's coverage shall be primary to the extent permitted by

law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

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

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

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

Business Phone: 503-856-3412
Business Fax: 503-393-9437
Email Address: bissetm@keizeror.gov

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

The procuring of such required insurance shall not be construed to limit CivicPlus's liability hereunder.

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

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

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

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

10. MERGER

This writing, including Exhibit A, is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. This agreement does not merge with any other agreements between the parties.

11. TERMINATION WITHOUT CAUSE

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

12. TERMINATION WITH CAUSE

- a. City may terminate this Agreement effective upon delivery of written notice to CivicPlus, or at such later date as may be established by City, under any of the following conditions:
- i. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - ii. 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.
 - iii. If any license or certificate required by law or regulation to be held by CivicPlus, its subconsultants, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or notrenewed.
 - iv. If CivicPlus becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against CivicPlus, if a receiver or trustee is appointed for CivicPlus, or if there is an assignment for the benefit of creditors of CivicPlus.

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

- b. City, by written notice of default (including breach of contract) to CivicPlus, may terminate the whole or any part of this Agreement:
- i. If CivicPlus fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
 - ii. If CivicPlus fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within thirty (30) days or such other period as City may authorize.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity employed/contracted on the City's behalf.

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

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

13. ACCESS TO RECORDS

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

14. FORCE MAJEURE

Neither City nor CivicPlus shall be considered in default because of any delays in completion and

responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subconsultant or supplies due to such cause; provided that the parties so disenabled shall within fourteen (14) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

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

16. ERRORS

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

17. EXTRA (CHANGES) WORK

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

18. WARRANTIES

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

19. ATTORNEY'S FEES

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

20. GOVERNING LAW

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

21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

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

22. CONFLICT BETWEEN TERMS

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

23. AUDIT

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

24. SEVERABILITY

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

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

- 26.** Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

- A. infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy;
- B. contains any defamatory material; or
- C. violates any federal, state, local, or foreign laws, regulations, or statutes.

- 27.** Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to:

- A. be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#);
- B. be solely responsible for the Customer data;
- C. obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services;
- D. use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing;
- E. use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and

F. use the Services only in accordance with applicable laws and regulations.

28. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
29. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
30. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
31. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
32. The liabilities limited herein apply:
 - A. to liability for negligence;
 - B. regardless of the form of action, whether in contract, tort, strict product liability, or otherwise;
 - C. even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and
 - D. even if Customer's remedies fail of their essential purposes.
33. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of:
 - A. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or
 - B. use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
34. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
35. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

36. COMPLETE AGREEMENT

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

hereby acknowledges that CivicPlus has read this Agreement, understands it and agrees to be bound by its terms and conditions.

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

CITY OF KEIZER

CIVICPLUS

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-90823-1

1/9/2025 3:39 PM

2/28/2025

Client:

City of Keizer, OR

Bill To:

KEIZER CITY, OREGON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Taylor Wilson		taylor.wilson@civicplus.com		Net 30

Main Website Package

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	USD 3,003.31
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	USD 438.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	USD 69.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.keizer.org/	USD 110.60
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.keizer.org/	USD 164.00
1.00	Premium Implementation - CivicEngage	Premium Implementation	USD 6,317.50
136.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 3,808.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 3,150.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	USD 595.00
4.00	Alignment Virtual Consulting	Alignment Consulting - Virtual, up to 3 hours	USD 2,100.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,500.00

Additional Enhancements

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	USD 740.69
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	USD 750.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -593.50
1.00	AudioEye Managed	AudioEye Managed: URL	USD 3,500.00
1.00	Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -750.00
1.00	Pay - Forte	Pay – Forte	USD 0.00
1.00	Pay Annual Fee - Forte	Pay Annual maintenance and support fee	USD 1,485.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -446.25
1.00	Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	USD 2,100.00

List Price – Initial Term Total	USD 44,911.00
Total Investment - Initial Term	USD 24,641.35
Annual Recurring Services (Subject to Uplift)	USD 10,000.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 5



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Garrett Klever, Human Resources Director
Subject: Adoption of Personnel Policies (Council approved policies)

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025_ Adopting City of Keizer Personnel Policies; Repealing Resolutions R2010-2040, R2015-2599, R2022-3276, and R2022-3297.

I. Summary

The City's Executive Leadership Team (ELT) is in the process of reviewing proposed updates to the City's Personnel Policy Manual (PPM) with employees and unions. Certain personnel policies and sections of policies also require City Council approval as referenced in R2024-3439 adopted 2.05.24. As such, while we are reviewing proposed changes, City Manager approval for implementation of changes to those policies and sections will not be provided without confirming such City Council approval. The personnel policies attached to this report have been prepared by staff and are now in final draft form for City Council approval.

II. Background

- A. A full review and update of the Personnel Policy Manual has not occurred for several years. The last updates to the PPM were in 2022, and covered very specific topics including the addition of the Juneteenth Holiday, revisions to cell phone policy, and adjustments to Police Sergeant incentives. The Council adopted the Work After Retirement policy in 2024, but this is not included in the actual PPM as it sunsets.
- B. In 2023, staff worked to update the City of Keizer Personnel Policy Manual for development of new policies, changes in state and federal law, readability, and consistency.
- C. In 2024, the Keizer City Council adopted Resolution R2024-3439. This Resolution specified that the Keizer City Council would adopt or amend provisions of the Personnel Policy Manual that relate to: Travel, Equal Employment Opportunity, Classification Review and Reclassification, Volunteers, and other policies or portions of policies applicable to Council Members or those that concerned a change in the level of benefits.

III. Current Situation

- A. Staff have finalized a draft of personnel policy updates requiring City Council approval. This work included review and updates by the Executive Leadership Team over the past 18 months, employee review and feedback, and review by our labor attorney.
- B. Revised personnel policies include updates due to legislation, new programs, or organizational change as follows:

Equal Employment Opportunity – Added and revised language to every section and added new sections (including the five listed next below) to address the Workplace Fairness Act and SB 479, portions effective 1.01.20 and 10.01.20, which expands employees covered to include City Council, interns and volunteers & specifies items that must be covered in employer policies and actions required by the employer citing ORS 659A.030, ORS 659A.082 and ORS 659A.112.

Pay Equity – Added new section and revised language in other sections to address the Pay Equity Act, HB 2005 effective 1.01.19 which makes it unlawful for any employer in Oregon to discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of a comparable character, to pay wages or other compensation at a rate greater than that paid to others for work of comparable character, to screen applicants based on current or past compensation or to determine compensation for a position based on current or past compensation of a prospective employee. Section 10 of the Act, the right to file a civil action in circuit court, became operative on 1.01.24.

Records Relating to Harassment – Added new section where employees are advised to document any incidents of prohibited contact then contact their supervisor, Department Director, Human Resources or the City Manager (whomever is most comfortable for them). The person who receives report is required to provide employee with a copy of the City policy at the time they disclose information regarding prohibited conduct.

Prohibited and Voluntary Agreements– Added a new section and additional language to address the Workplace Fairness Act, SB 479 effective 1.1.20 which includes a new requirement that employers may not enter in non-disclosure agreements regarding employment discrimination or sexual assault.

Pregnancy and Disability Accommodation – Per new legislation, revised prior policy which was specific only to disability to now include pregnancy – Employer Accommodation for Pregnancy Act (HB 2341) effective 1.1.2020.

Fitness for Duty/Medical Evaluations – Added new Fitness for Duty policy section which ties to new legislation, OAR 259-008-0010, also requiring mental health wellness policy for law enforcement and helps address our actual practice when concerns exist whether any employee is safe to be at or return to work.

Religious Accommodation – Added language directing employees to contact Human Resources for reasonable accommodation specific to religious beliefs per ORS 659A.030 effective June 8, 2021.

Volunteers – Former “Employees as Volunteers” language was shifted to general volunteer section and new language was added to clarify employees are not allowed to serve on any City advisory board but confirms they may serve on neighborhood associations if they abstain when there may be a conflict of interest.

City Volunteers as Temps – Added language to confirm not allowing Councilors or Budget Committee members to be paid temporary employees for the City.

Anti-Bullying Policy – Moved from the Workplace Violence Policy to General Policies and Working Conditions, expanded definition and provided examples per recommendations from legal and BOLI.

Travel – Revised to allow for meal per diem in certain circumstances for non-overnight travel outside the Salem-Keizer area. New language is based on the state allowance parameters rather than the challenge of prior language which required defining “excessive hours.”

Cell Phones While Driving – Added to address requirements of legislation regarding “Operating motor vehicle while using mobile electronic device,” ORS 811.507 in effect on 10.01.2017.

Compensation – Minor recommended adjustments to other sections per legal or organizational changes. Addition of Language Incentive. Removed min 1%/max 3% requirement to support capacity to equitably address non-represented employee pay.

References – Clarification that the City may need disclose information required to by applicable law.

Workplace Safety – Revisions include deletion of some sections to address existence of the City’s Safety Manual completed in February 2019. Added language to Use of Tobacco Products to include “vaping” as restricted in the same manner as smoking per the expansion of the Oregon Indoor Clean Air Act (ICAA) effective 1.1.2016. Added language to Contagious Diseases to clarify the policy is specific to “highly contagious” diseases and the City’s expectations of employees in all cases for limiting spread of germs in the workplace.

Deferred Compensation with City Match – Upon Council approval and consistent with what was recently agreed to with KPA, edited language to confirm the City is no longer requiring employee contribution to receive the City’s deferred compensation contribution, currently set at 6% of gross pay.

IV. **Analysis**

A. **Strategic Impact** - Does not apply.

B. **Financial** - There are no immediate financial impacts if the City Council were to approve proposed changes; however, certain policy revisions if approved have a future financial impact. Under Compensation, staff propose adding a language incentive for the use of Russian or American Sign Language during a shift. This mirrors the Keizer Police Association incentive. There are no unrepresented employees currently eligible for this incentive. Under Deferred Compensation, staff propose that the City contribute 6% of an employee's gross salary to their individual deferred compensation plan regardless of individual contribution levels. Currently, all unrepresented employees contribute at least 6% of their gross salary to their individual plans. As such, this provision would have not financial impact, but could in the future if employees do not individually contribute. Under Managed Cost of Living Based Annual Increase, staff recommends removing min 1%/max 3% requirement to support capacity to equitably address non-represented employee pay. Such a change may impact future level of benefits, but does not have an immediate impact.

C. **Timing** - Major revisions to the PPM have not occurred in several years. Waiting to

update the PPM this year may create confusion for employees, increase risk to the City, or otherwise not be in compliant with current legislation.

- D. **Policy/Legal** - Changes in the level of benefits for non-represented employees are required to be addressed in the City's Personnel Policy Manual.

Several sections are updated to include changes in state or federal legislation. While the City has remained compliant in its internal procedures and follows applicable laws, these revisions bring the PPM's policy language up-to-date.

V. Alternatives

- A. Adopt all revisions via a single resolution.
- B. Consider some but not all the proposed revisions and direct staff to bring back resolutions specific to certain revisions. Revisions are broken up by section, and sections could be considered by Council in parts over several meetings, rather than approving all at once.
- C. Take no action. The aforementioned sections requiring Council approval would remain as-is. Given legislative changes, staff does not recommend this alternative.

VI. Recommendation

Staff recommends adopting the attached Resolution.

Attachments

1. 2025 Personnel Policy Manual Updates Tracked Changes
2. RES_CC_Adopting Personnel Policies_3 3 2025
3. EXH_CC_2025 Personnel Policy Manual Updates_3 3 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

INTRODUCTION

APPLICATION

- These Personnel Policies apply to all City employees.
- ~~Certain policies also apply to as well as City Councilors including the Policy Against Harassment, the Workplace Safety Policy, the Travel Policy when conducting City-approved business regarding Travel Policy or and the Employee Resignations and Terminations Policy when asked to provide a reference in their capacity as City Councilor (Employee Resignations and Terminations Policy).~~
- ~~The following select policies also apply to unpaid interns and staff volunteers: General Policies and Working Conditions, the Policy Against Harassment, Standards of Conduct, Workplace Safety and Alcohol and Drug Free Workplace Policies.~~

~~References to “us,” “we,” and “our” refer to the City as represented through the members of the management team acting in the course and scope of their positions.~~

- ~~In the event of a conflict between these policies (including this Personnel Policy Manual and any supplemental policies or department-specific standards) and any valid collective bargaining agreement (CBA), the CBA will be the controlling document and the provisions of these policies will not apply.~~
- ~~The City interprets and applies these policies in accordance with applicable federal, state and local laws, regulations and ordinances, including changes in such laws, regulations and ordinances pending necessary revisions to this Manual City ordinance, state, or federal law, the terms and conditions of the labor contract, ordinance, or law will take precedence.~~
- ~~There~~ ~~The policies in this Manual~~ may be ~~supplemented by more stricter~~ department-specific guidelines (such as call in procedures and scheduling timeline requirements) that apply to employees in those departments due to the nature of the work in those departments, ~~provided those guidelines have been reviewed and approved by Human Resources and the City Manager and do not conflict with applicable law.~~ In such cases, the Department Director ~~will ensures~~ each employee is aware of such guidelines through the provision of operating procedures, updates, staff meetings or other such communication tools.

~~For example,~~ in addition to the policies in this Manual, due to the unique demands and considerations faced by those who are employed in law enforcement positions, the Keizer Police Department maintains a comprehensive Keizer Police Department Policy~~ies~~ and Procedure~~s~~ Manual. That manual describes the City's expectations for Keizer Police Department staff in greater detail. All employees who work in our police department are required to conform their behavior to the standards and policies contained in that manual as well.

- ~~In the event of the amendment of any ordinance or law or the passage of a new ordinance or law, the City will apply these policies in a manner that conforms with applicable changes, pending necessary revisions to this Manual.~~
- ~~Except as may be approved in writing by the City Manager, no employee or representative of the City has the authority to enter into an employment agreement for any specific term or to bind the City to any term or condition of employment not provided for in these policies or the Keizer Police Department's Policy and Procedure Manual.~~

These policies supersede all personnel policies, manuals and ~~conflicting Council~~ resolutions published prior to the effective date of this Manual. ~~Nothing contained in this material should be construed to create contractual rights.~~

- ~~The City hopes that every employee's association with it is successful and rewarding. However, all employees should be aware that this Manual is not a guarantee or contract for continued or future~~

employment or benefits at any level. Rather, except as otherwise provided in an applicable CBA or written individual employment agreement signed and dated by the City Manager (or City Council if applicable to the City Manager's or City Attorney's position), all employment with the City may be separated at any time by either the employee or the City, with or without cause or notice, and without appeal rights or due process procedures other than those expressly provided for in this Manual or required by applicable law.

GENERAL POLICIES AND WORKING CONDITIONS

TRAVEL

Many positions at the City require employee to drive as part of their work. Employees who are covered by Department of Transportation regulations (those with Commercial Driver's Licenses as part of their jobs) are required to comply with all aspects of those regulations. **In addition, All employees who operate City vehicles or use their own vehicles for City business are required to abide by the following rules:**

Driver's License and Insurability

Employee's whose job requires the use of a City vehicle or their own vehicle must maintain a current and valid Oregon driver's license, including a valid Commercial Driver's License if required in **their** your job duties, **as well as a driving record acceptable to the City and its insurer(s) at all times.** All such employees are required to immediately report any suspension, revocation or limitation on driving privileges that affect their ability to perform their job duties to the Human Resources Department.

Employees who choose to drive ~~their personally owned~~ vehicle for City business must **also** maintain the state required liability insurance minimums. The City does not assume liability for losses or liabilities to an employee as a result of their use of their personal vehicle for City business. **Employee** ~~Your~~ private insurance will be the coverage for liability, property damage or other loss if **the employee** ~~you~~ drives **their** ~~your~~ own vehicle on City business. Therefore, it is important ~~for you~~ to maintain adequate insurance and drive safely at all times.

Use of City and Personal Vehicles

Only employees who are properly licensed, insured and have been authorized in writing by their ~~s~~Supervisor are permitted to drive City vehicles. Likewise, only authorized passengers are allowed to ride in City vehicles and other vehicles while in use for City business.

Authorized passengers are:

1. City employees conducting City business;
2. Officers and agents representing the City;
3. Volunteers acting on behalf of the City;
4. Vendors and contractors working on behalf of the City;
5. Participants in official City business, training, tours and programs;
6. Representatives of other governmental agencies working with the City;
7. Anyone with prior authorization by the Department Director or with specific authorization by the City Manager.
8. ~~As an example, s~~Specific authorization **may** ~~would~~ be provided by the City Manager in situations when the City can be of significant service to members of the public by providing transportation (i.e. transporting a mother and child to a nearby garage when their vehicle broke down or providing a ride to a senior citizen during an extremely hot afternoon). **While these types of services are approved as part of the normal course of work for on-duty law enforcement, any other employees must obtain authorization.**

Compliance with the Law, Traffic Violations, and Good Judgment

All employees who drive on behalf of the City are expected to use good judgment and caution in the operation of the vehicle, and they are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all

times. The City does not pay for employee traffic or parking violations. If ~~an employee you receives~~ a traffic or parking citation while using any automobile on City business, ~~the employee is you are~~ responsible for all fines, court costs, leave from work, etc.

Cell Phones While Driving

For employees who drive any vehicle on behalf of the City, the first responsibility is to drive safely at all times. All employees are expected to be aware of weather, traffic, pedestrians, and other driving conditions and to use caution and good judgment at all times. Employees are prohibited from using hand-held cell phones for any purpose while driving on City authorized or City related business.

Employees who must take a call while driving are required to use a hands-free device at all times, including voice dialing. If an employee does not have an appropriate hands-free device available, or if weather or other driving conditions warrant extra caution even with a hands-free device, they must safely pull off the road and have the vehicle in park before engaging in any call. This policy also prohibits employees from using a cell phone or other device to read, send or receive text or "instant" messages while driving or engaging in any other reading, browsing of social media, internet, etc. while driving on City business. Taking notes (including writing down phone numbers or other information) is also prohibited while driving. All employees who drive must also be aware of and adhere to all state and local laws regarding cell phone use while driving. Violation of this policy will subject the employee to discipline, up to and including termination.

Reporting Accidents and Traffic Citations

If ~~while on City business you are~~ ~~an employee is~~ involved in any accident, traffic citation, parking citation or damage, however small, ~~while on City business or otherwise in any City vehicle, they you must~~ immediately report it to ~~their your~~ Supervisor and ~~City Risk Management~~ ~~Human Resources~~. In addition, ~~they you~~ may be required to fill out one or more forms in relation to the incident. This applies to all types of accidents and damage, including damage to the property of clients, and others, as well as City property and equipment. Employees are expected to cooperate fully with City accident and damage investigations.

Also, if you ~~Employees that~~ are required to drive as part of your ~~their~~ job and are involved in an accident or receive a traffic citation which results in a limitation of your ~~their~~ driving privileges, you must immediately report your ~~their~~ limitations to your ~~their~~ Supervisor. The City will determine what action is appropriate depending on the circumstances and degree to which your ~~their~~ limitations interfere with your ~~their~~ ability to perform your ~~their~~ job duties.

Out of Town/Overnight Travel

Authorized travel ~~must shall~~ be conducted in the most efficient and cost-effective manner resulting in the best value for the City. Management ~~will determines~~ the necessity, available resources, and justification for the need for and the method of travel and related expenses. Prior to incurring any costs and/or traveling on City-approved business, ~~employees you must~~ obtain approval from ~~their your~~ Supervisor, utilizing the appropriate travel forms available in the City of Keizer Travel Packet. Upon return, you must also submit all appropriate post travel forms as detailed in the City of Keizer Travel Packet.

Meals and Incidental Expenses

In addition to City employees, this section ~~is~~ applied to City Council and other volunteers approved to receive paid meals and incidental expenses.

Meal reimbursements are ~~provided at rates that are consistent with applicable~~ subject to federal and state ~~rules laws~~, including Internal Revenue Code regulations. If you are traveling out-of-town on City-approved business, ~~eligible travelers you~~ may request to receive either a meal and incidental expense

per diem based on federally established rates (acronym for per diem is M&IE), or you **employees** may request reimbursement based on your actual costs. However, actual costs are **reimbursed only up to the federally established rates** limited to the full M&IE allowance and detailed receipts are required. ~~Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler.~~ **Such requests must include a copy of the event schedule or agenda, where applicable, to confirm start/stop dates and times and identification of meals that may be included as part of the event registration.**

The maximum per diem rates include a fixed allowance for meals and incidental expenses, the M&IE rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. **For any lodging or other authorized expense costing over \$75, employees must provide a receipt or a reason acceptable to the City explaining why they are unable to provide the necessary receipt consistent with Federal Travel Regulation 301-11.25.**

Meal Per Diem is distributed only when overnight travel is required or excessive hours of work are required under the following conditions during non-overnight travel outside of the Salem-Keizer area:

- **Breakfast – employee must be on travel status for two hours or more before the beginning of their scheduled work shift to receive a breakfast allowance. See percentages and related requirements below.**
- **Lunch – employee must be on travel status for two hours or more before the beginning of their scheduled lunch break to receive a lunch allowance. See percentages and related requirements below. Also, if an employee is attending an official business meeting where a working lunch is required but not included in the fee, that meal will be reimbursed. A receipt is required.**
- **Dinner – Employee must be on travel status for two hours or more beyond the end of their scheduled work shift to receive a dinner allowance. See percentages and related requirements below.**

Meal allowances that do not involve an overnight stay are taxable income to the traveler whereas meal allowances paid in connection with overnight travel status are nontaxable.

Meals included as part of the registration fee(s) for a conference, seminar, etc., must be subtracted from the employee's daily meal per diem. Use the following percentages to determine the appropriate amount to deduct:

- **Breakfast equals 25% of the allowed daily meal per diem**
- **Lunch equals 25% of the allowed daily meal per diem**
- **Dinner equals 50% of the allowed daily meal per diem**

Under no circumstances will purchases of alcohol be reimbursed.

Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler. An updated list of M&IE rates for travel is available by specific region on the ~~General Services Administration~~ **GSA** website (www.gsa.gov). In addition, if the destination is not available on the GSA list, GSA maintains a standard rate for the continental United States (CONUS). ~~More information regarding rates and how to determine what applies in each travel situation is available in the City of Keizer Travel Packet.~~

~~For each reimbursable meal, the City will uses the following percentages in adjusting per diem: 25% of the daily per diem for breakfast, 25% of the daily per diem for lunch, and 50% of the daily per diem for dinner. These percentages are applicable to meals that occur during travel time to and from~~

~~destination. In addition, adjustments to a per diem will be made if a meal is provided by a conference/meeting or hotel. Continental breakfast is not considered a meal.~~

~~The City will use the same percentages in adjusting a per diem based upon the meals provided by conference/meeting or hotel. Total reimbursement is limited to the full day M&IE allowance.~~

~~As mentioned, you may request to receive reimbursement for actual cost of meals in accordance with this policy, but reimbursement shall not exceed the per diem as specified on the GSA website. An itemized receipt listing the food items purchased must accompany all reimbursement requests. Meal reimbursements are not available when meals are served as part of a conference or training or otherwise provided. In addition, the City will not reimburse for alcoholic beverages.~~

Business Meeting Related Meals

~~For the purpose of this policy, a "Business Meeting" has an agenda, a formal speaker, or is where official business is conducted. Business meals purchased at business meetings must be approved by the City Manager or designee prior to reimbursement. A "Business Meal" generally occurs at professional or organizational meetings or when there is a scheduled speaker at a conference or training and the meal is not already covered in registration. Examples that do not qualify as a "Business Meal" are when a group of attendees gather to eat lunch and may or may not discuss the training, or when you are "on your own" for your meals during a day-long training or conference.~~

Gratuities

~~Gratuities, not exceeding 15 percent (15%) of the cost of the meal, shall be considered part of the actual cost of a meal. Gratuities shall not be separately reimbursed. Detailed receipts identifying the food purchased as well as the gratuity must accompany any request for reimbursement if employee has not requested to receive per diem.~~

Lodging

~~Lodging is allowed only for travel on official City-approved business that involves an overnight stay. Lodging will be allowed at the actual cost for single room rate. Lodging must be booked at government or commercial rates for single occupancy rooms (or double occupancy if shared) unless unavailable. If you are accompanied by anyone other than a City employee or volunteer you will be responsible for the additional costs.~~

Incidental Expenses

~~If you do not request per diem, incidental expenses that are necessary and related to travel may be allowable. All such costs will require a receipt detailing the goods and services to be reimbursed. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls to home, etc.~~

Parking

~~The City will pay for the cost of parking while you are on City business. Extended time parking at airports, etc. should be avoided where possible. Receipts are required.~~

Mileage Reimbursement

~~Employees who incur mileage costs for approved travel on behalf of the City must submit an **Employee Travel Advance Form or an Employee Travel Reimbursement Form** the appropriate travel form from the City of Keizer Travel Packet to their Supervisor for review and approval. Reimbursement **is** will be made at the established IRS rate at the time of travel. Reimbursement **is** will be made only for pre-approved **business** travel, and **will which does** not include travel to and from work. **Employees will not be reimbursed for additional trips if they decide to travel home for the night and return the next day rather than stay on site except in cases where travel home is more cost effective.**~~

Taxi, Shuttles, and Rental Car Expenses

~~Taxi expenses are considered reimbursable expenses when Shuttle services do not effectively meet the needs of travel. Use of shuttle services available through the airport and/or conference is encouraged when available. Rental cars are not considered a reimbursable expense, unless such cost can be justified by an equitable reduction in the cost of lodging or transportation.~~

Travel Advances

~~An employee may request to receive per diem in advance of travel. Travel advances, including per diem advances, are available to you by submitting the appropriate travel forms identified in the City of Keizer Travel Packet at least two weeks prior to your departure. All travel advances must be approved by your Supervisor or Department Director prior to funds being advanced. Per diem advances excluded, all other travel advances will require submittal of itemized receipts of actual expenses. Upon a change in travel plans such cancellation or shortened trip, Any unused portion of the travel advance must be returned to the City. Employees receiving per diem advances must submit documentation supporting the dates and times of travel. Any discrepancies must will be reconciled upon return and submittal an Employee Travel Reimbursement Form of appropriate forms identified in the City of Keizer Travel Packet.~~

EQUAL EMPLOYMENT OPPORTUNITY

STATEMENT

The City of Keizer takes its Equal Employment Opportunity Policies seriously. These policies apply to all employees, volunteers, interns and public officials for the City in accordance with applicable law.

NON-DISCRIMINATION POLICY STATEMENT

We believe that equal opportunity for employees is central to the growth and success of the City. It is ~~our~~ **the City's** policy to provide equal opportunities to all qualified persons without regard to race, color, religion, sex, **pregnancy**, sexual orientation, **gender identity**, national origin, age, mental or physical disability, **expunged juvenile record**, **uniformed/military service** or veteran's status, **use of the worker's compensation system**, ~~expunged juvenile records~~ or any other protected status or activity in accordance with applicable law. ~~We strive~~ **It is the City's policy** to make employment decisions based on ~~our~~ **its** evaluation of an individual's qualifications, ability and contribution to the success of the City. ~~It is the responsibility of all individuals covered by these policies to understand and comply with these policies.~~

PAY EQUITY

The City of Keizer abides by Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages, salaries or other compensation for work of comparable character. Employees who believe they are improperly receiving wages or other compensation at a rate less than that being paid to other employees for work of comparable character are encouraged to discuss the issue with the Human Resources Director.

See also "Pay Practices" in the Compensation Section.

POLICY AGAINST HARASSMENT

~~We also believe~~ **It is also the City's policy** that all employees have a right to work in an environment where the dignity of each individual is respected. ~~The City prohibits Workplace Harassment, including sexual harassment.~~

"Workplace Harassment" is defined by statute under Oregon law, and includes:

- Conduct that constitutes discrimination prohibited by ORS 659A.030 (i.e., discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, or age of employee or person associated with employee, or employee's expunged juvenile record), including conduct that constitutes sexual assault.
- Conduct that is prohibited by ORS 659A.082 (i.e., discrimination against an individual based on uniformed service); or
- Conduct that is prohibited by 659A.112 (i.e., employment discrimination against persons with disabilities).

"Sexual Assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

All employees and others covered by this policy are expected to accomplish their work in a business-like manner with concern for their coworkers and others they come into contact with through their jobs.

For this reason, any conduct that could reasonably be viewed as harassment of employees, citizens/customers, vendors, etc. by employees and others covered by this policy is also not permitted, regardless of working relationships and supervisory status and regardless of whether it meets the technical definition above. Likewise, the City does not permit others in our workplace and on our worksites to engage in conduct that could reasonably be viewed as harassment of our employees, volunteers, interns or public officials. Specifically forbidden is conduct harassment-related to an individual's race, color, national origin, ancestry or ethnic background, religion, sex, sexual orientation, gender identity, mental or physical disability, citizenship status, age, veteran status, marital status, or other legally protected status or activity basis. For these purposes the term "harassment" includes unwelcome verbal, graphic, or physical conduct of such a nature ***which has the purpose or effect of creating an offensive work environment or reasonably interfering with an employee's work performance.***

SEXUAL AND GENDER-BASED HARASSMENT

Prohibited conduct of a sexual and gender-based nature includes conduct such as:

The nature of which may include the following on or off-duty conduct:

- Unwelcome Unwanted sexual advances; innuendoes; propositions or requests for dates
- Unwelcome touching
- Unwelcome visual conduct, such as leering ogling or making sexual gestures
- Telling dirty jokes/jokes of sexual nature
- Making offensive or derogatory comments about a person's gender, perceived gender, or gender identity
- Making derogatory remarks about a person's actual or perceived sexual orientation
- Talking about one's own your sex life or asking about other people's sex lives
- Spreading rumors or discussing-telling stories about other people's (such as a co-worker's) sex life
- Displaying sexually suggestive objects, pictures, cartoons or posters
- Using City computers, fax machines or other communication systems to access, send, receive or store material of a sexual/gender, etc. based nature
- Offensive sexual innuendoes or sexually suggestive comments
- Making offensive verbal comments about an individual's body or life style
- Using sexually degrading words to describe an individual
- Unwelcome touching, impeding or blocking movements
- Making offensive or derogatory comments about a person's gender or sexual orientation
- Swearing or profane language
- Making derogatory comments about gays or lesbians
- Engaging in any other verbal, graphic, electronic or physical conduct of a sexual or gender-based nature, that creates an which has the purpose of the effect of creating an offensive work environment or interferes otherwise unreasonably interfering with another employee's work performance

RACIAL, ETHNIC, COLOR, AGE, RELIGIOUS, DISABILITY-RELATED OR OTHER HARASSMENT

Prohibited conduct of a racial, ethnic, religious, age or disability, etcetera based nature includes conduct such as the following:

The nature of which may include the following on or off-duty conduct:

- Making racial slurs or offensive ethnic comments

- Telling racial or ethnic jokes
- **Displaying cartoons, printed materials or other objects which are racially or ethnically offensive**
- Displaying racist symbols
- Making derogatory comments **or jokes** about, **or mimicking** a person's physical or mental limitations
- **Unwelcome proselytizing** ~~Pushing your (promoting religious beliefs) on others~~
- Criticizing or making fun of another person's religious beliefs
- Making derogatory age-based comments, **jokes or using age-based nicknames**
- Making derogatory comments about veterans or members of the military
- Using City **computers or other** communication systems to access, send, receive or store **racially, ethnically, age-related, disability related or religiously, etc.** ~~racially or ethnically offensive material; and~~
- ~~Displaying cartoons, printed material or other objects which are racially or ethnically offensive~~
- ~~Engaging in any o~~ Other verbal, graphic, **electronic or physical or other** conduct of a racial, ethnic, religious, age, disability or other prohibited nature that **has the purpose or effect of creating** ~~creates~~ an offensive work environment or **otherwise unreasonably interfering** ~~interferes~~ with another employee's work.

The City of Keizer is committed to equal employment opportunities and restricts the types of behavior outlined in its policies, above, regardless of whether that conduct constitutes a legal violation. Also, it is important to understand that these are just examples of conduct that is prohibited by this policy. Employees and other covered individuals are expected to exercise good judgment and refrain from other similar kinds of conduct. Also, conduct of this nature is prohibited even if it occurs off-duty, if it creates an offensive work environment or unreasonably interferes with another employee's or covered individual's work.

Employees should assume that conduct of this nature is unwelcome and will offend others. Therefore, employees are expected to refrain from engaging in such conduct, regardless of the circumstances. It is not an acceptable excuse that others participated in the conduct or did not appear to be offended. In addition, no one should suggest or threaten that an individual's cooperation with or tolerance of conduct of this nature will have any effect on that person's employment or status as a volunteer, intern or public official. ~~The City does not make employment decisions on that basis. All employees should assume that any conduct of this nature will offend another employee and should refrain from engaging in such conduct. Harassment of employees by citizens, vendors, suppliers and other non-employees that creates an offensive work environment or interferes with your ability to perform your job is also a violation of this policy. Likewise, harassment of our customers, vendors, or suppliers by our employees is also strictly prohibited.~~

~~In addition, no one should suggest or threaten that an employee's cooperation, tolerance or objections to conduct of this nature will have any effect on that employee's employment. The City strictly prohibits supervisors or managers from conditioning employment or making employment decisions based on an employee tolerance of or resistance to harassment. This type of conduct is considered a serious violation of City policy.~~

ACCOUNTABILITY

~~All supervisory personnel and City officials have the responsibility to practice the principles of this policy as follows:~~

- ~~Recruit, hire, train and promote for all jobs without regard to race, color, national origin, sex, religion, age, marital status, sexual orientation, physical or mental disability, family relationship, association with protected class, leave covered by federal and state Family and Medical Leave Acts, or any other basis prohibited by statute, except for bona fide occupational qualifications.~~
- ~~Ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities,~~
- ~~Ensure that relations among staff members are void of any verbal abuse, intimidation, or harassment against any employee or applicant for employment and void of any retaliation for the exercise of protected rights.~~

POLICY AGAINST RETALIATION

Previously listed after Reporting Policy – moved up given retaliation can occur prior to or in an attempt to block reporting.

~~It is also important for you to remember that t~~ **The City respects the rights of its employees and others in our workplace** to raise harassment and discrimination concerns and to participate in investigations. ~~We do~~ **The City does** not allow supervisors, managers, **permit** employees or others to retaliate against **individuals** ~~employees~~ who report harassment or discrimination, cooperate with investigations, testify in harassment proceedings or **otherwise** assist in **the City's** enforcement of our **policies against discrimination and** harassment policy.

"Retaliation" is broadly construed and may include on-duty or off-duty conduct, whether related to employment or not, that could discourage a reasonable person from making a complaint of discrimination, harassment or retaliation, or from testifying, assisting or participating in an investigation, proceeding or hearing. Retaliation includes treating another employee differently because they or someone close to them reported harassment, complained about discrimination or engaged in any of these types of activities.

It also includes giving an employee "the cold shoulder" or treating an employee or covered individual rudely because they or someone close to them reported harassment. Withholding information or cooperation necessary for them to do their job, changing work assignments or hours, because of their complaint or participation in enforcement of this policy etc. are also examples of retaliation. Retaliation also includes discouraging an employee or covered individual from reporting harassment or criticizing an employee or covered individual who reports harassment or cooperates in an investigation. Examples of this kind of retaliation include telling an employee or covered individual not to "rat" on another employee or covered individual who is committing harassment.

~~"Retaliation" is broadly construed and means any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether related to employment or not, that could discourage an employee from making a complaint of discrimination or harassment or testifying, assisting or participating in an investigation proceeding or hearing. It could also include conduct such as "cold shoulder" treatment, changing job duties, failing to cooperate, or treating an employee rudely, because someone has engaged in these types of activities.~~

~~Employees should bring complaints of retaliation to the attention of their Department Director or the Human Resources Director. If we find that an employee has violated our policy, appropriate disciplinary action up to and including discharge will be taken. In addition, other corrective action, such as individualized training and other steps, may be taken as we determine appropriate.~~

REPORTING POLICYPROCEDURES

Employees who believe they have been subjected to conduct in violation of these policies should promptly contact their Department Director, the Human Resources Director or the City Manager, whomever they

are most comfortable reporting to. If the concern involves one of the people listed above, employees are also expected to report the concern to a different person on the list. Employees should not report their concern only to the person they believe has (or is accused of having) violated this policy. Examples of violations include those listed below:

- Discrimination in violation of City policy or equal employment opportunity laws;
- Any type of harassment or other conduct prohibited by the Policy Against Harassment, whether by an employee, volunteer, intern, public official or by anyone else they come into contact with through their job (vendors, citizens/customers, or other business visitors, etc.);
- Retaliation for the reporting of discrimination or harassment, opposing discrimination or harassment or cooperating with investigations; or
- Observed behavior or overheard comments that raise concerns regarding compliance with the City's Non-Discrimination Policy, Anti-Harassment Policy or Policy Against Retaliation toward others.

Any Supervisor who receives information about conduct that may violate these policies is required to immediately notify their Department Director, the Human Resources Director or the City Manager and to provide the employee raising the concern with a copy of this policy. When a Department Director, the Human Resources Director or the City Manager receives a report of alleged discrimination, harassment or retaliation, they must document what is reported and provide the employee with a copy of this policy. Anyone that receives a report of alleged discrimination, harassment, or retaliation should promptly notify the Human Resources Director, or if a report involves the Human Resources Director, notify the City Manager.

All employees and covered individuals who believe that they have been subject to or witnessed conduct in violation of the City's Equal Employment Opportunity Policies are also advised to document those incidents.

Employees are encouraged to promptly report complaints and work with the City to voluntarily disclose and report information regarding incidents of workplace harassment and informally resolve problems involving violations of our Equal Employment Opportunity policies. Covered individuals have a legal right to report Workplace Harassment under Oregon law for up to four (4) years from the date on which the alleged harassment occurred. The City, however, does not place any time limits on the ability to report violations through the City's internal complaint procedures. Regardless, all covered individuals are expected and encouraged to report incidents that violate these policies at the earliest opportunity in order to maximize the City's ability to conduct a prompt and thorough investigation and prevent further occurrences of prohibited conduct. Our ability to resolve these kinds of problems is dependent on employee cooperation in reporting incidents that create an offensive or hostile work environment. All City employees, volunteers, interns and public officials have an affirmative obligation to promptly report violations of our policy and cooperate with investigations.

~~If you feel that you are being harassed by another employee, including a supervisor or manager, you should immediately notify your supervisor, the Human Resources Director or your Department Director. You are welcome to report the conduct you feel is offensive to any of these individuals. There is no chain of command. This type of conduct should be reported whenever it creates an offensive work environment or interferes with your work, even when the offensive conduct occurs off the job.~~

~~Likewise, if you experience harassment by a non-employee, such as a vendor, citizen or supplier, which creates an offensive work environment or interferes with your work or you become aware of any other employee experiencing such harassment, you should immediately report it to your supervisor, the Human Resources Director or your Department Director.~~

~~All complaints of harassment will be investigated as promptly as possible and corrective action will be taken as warranted. Complaints of harassment which are reported to management will be treated with as much confidentiality as we determine is practical, while permitting us to investigate and correct the problem. Resolution of the issue, including related disciplinary action, may not be readily visible to employees to maintain appropriate confidentiality. However, the complainant will be advised when the matter has been addressed and provided any additional information, as deemed appropriate by the City, including direction on reporting any perceived retaliation. Any inquiries regarding status of complaints should be directed to the Human Resources Director or Department Director. Our goal will be to restore a pleasant and respectful work environment as soon as possible.~~

~~Our ability to resolve these kinds of problems is dependent on your cooperation in reporting incidents which create an offensive or hostile work environment for you. Your notification of the problem is essential to us. We also appreciate your cooperation in reporting any conduct that you feel constitutes harassment of another employee. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring all conduct that violates this policy to the attention of any of the individuals listed above in enough detail that we can recognize the problem and take whatever steps are necessary to restore a comfortable working environment for you.~~

~~If we find that an employee has violated our policy, appropriate disciplinary action up to and including discharge will be taken. In addition, other corrective action, such as individualized training and other steps, may be taken as we determine appropriate.~~

Documentation by supervisors, etc. is a new requirement that will need to be communicated with supervisors as a required step rather than just best practice as in the past. Also, the references to additional covered categories, reporting timelines and additional resources above and below are required by legislation.

INVESTIGATIONS AND VIOLATIONS

All complaints of violations of the City's Equal Employment Opportunity policies shall be promptly investigated by a person designated by the City, such as the Human Resources Director or an outside investigator. Consistent with applicable law, the name of the complainant is kept confidential during the investigation. Witness names and other information related to the investigation is also kept confidential to the extent the City determines confidentiality can be maintained while allowing us to comply with our legal obligations, including the responsibility to conduct a thorough investigation and maintain a workplace free of the types of unwelcome conduct prohibited above.

If the City finds that an employee has violated its policies, appropriate disciplinary action up to and including immediate discharge shall be taken. Action will also be taken to address violations made by volunteers, interns, public officials and others who violate our policies, which may include discharge from the volunteer or intern position. In addition, other corrective action, such as individualized training and other steps may be taken as the City determines appropriate.

FOLLOW-UP WITH COVERED INDIVIDUALS

Consistent with applicable law and best practices, it is our policy to follow up with the victim of alleged harassment at least once every three months for one year following the date on which the City received the report to ensure that any harassment or other policy violations have stopped and that the victim is not subject to retaliation. These follow-up contacts will occur unless the victim objects in writing to this practice. The City may, in its discretion, also follow up with witnesses and others who cooperated in an investigation, including employees and other covered individuals who reported conduct that was not determined to be a violation of this policy, for the purpose of enforcing anti-retaliation prohibitions. Employees, volunteers, interns, and public officials who have questions or concerns about our Equal Employment Opportunity Policies are encouraged to contact the Human Resources Director or follow the Reporting Procedures outlined in those policies.

RECORDS RELATING TO HARASSMENT

Notices of leave pending investigation, notice of interviews, due process notices and disciplinary notices are generally maintained in personnel files. Other documents related to complaints and investigations are maintained in confidential files for a *minimum* period of the 5-year statute of limitations or the minimum retention period required under Oregon law, whichever is longer. Such records are generally released only as the City determines appropriate to defend against legal claims, establish consistency and lack of discrimination, to establish that an employee or covered individual received notice of standards of conduct required under this policy, and when otherwise required by applicable law. If documents are removed from a personnel file as required by an applicable collective bargaining agreement or any other reason, they will nevertheless be retained by the City as required by other applicable law(s).

PROHIBITED AND VOLUNTARY AGREEMENTS

All employees and other covered individuals should be aware that, the City of Keizer does not require or coerce any employee or covered individual to enter into any non-disclosure (confidentiality) or non-disparagement agreement that would prohibit them from discussing alleged discrimination, harassment (including sexual assault) in the workplace. This includes any conduct that occurs between employees/covered individuals, between an employer and the employee/covered individual in the workplace or at a work-related event coordinated by the City, or that occurs between an employee/covered individual and the employer off of City property.

Employees and other covered individuals claiming to be aggrieved by Workplace Harassment may, however, voluntarily request to enter into an agreement (e.g. separation, severance or settlement agreements) containing a confidentiality, non-disparagement and/or no-rehire provision(s). Although the City is not obligated to offer or agree to any such separation, severance or settlement agreement, an employee or other covered individual who enters into such an agreement will also have the option to revoke the agreement within seven days after it is signed.

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose the amount of fact of any settlement or information regarding any complaint of Workplace Harassment, discrimination, or sexual assault.

A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party.

EMPLOYEE RESOURCES

Employees and covered individuals who believe they need counseling or other support services are encouraged to use the City's Employee Assistance Program (EAP). Additional information on the EAP can be found in the Employment Benefits section of this Manual. The Oregon Health Authority or the Oregon Board of Licensed Professional Counselors and Therapists may also have additional information to help connect employees with counseling and other support services.

More information can be found on the websites for these agencies at:
<https://www.oregon.gov/oha/pages/index.aspx> and
<https://www.oregon.gov/oblpc/Pages/Websites.aspx>.

OTHER COMPLAINT AND ENFORCEMENT OPTIONS

All employees and other individuals covered by these policies should also be aware that they have the right to make complaints to and seek remedies through the Oregon Bureau of Labor and Industries' complaint resolution process or by filing claims in court as well as to pursue their rights under other available laws, whether civil or criminal. The City does not provide any employee or other covered individual with legal advice. However, all employees and covered individuals should be aware that time limits apply to the ability to pursue civil and criminal complaints. For example, claims made with the Oregon Bureau of Labor and Industries for alleging discrimination or harassment under Oregon law [based on race, color, religion, disability, uniformed/military service, sex, sexual orientation, national origin, marital status or age (18 or older), (or because of this status of anyone the employee associates with), or because of an individual's expunged juvenile record], must generally be filed within 5 years from the date of the alleged unlawful practice. This same statute of limitations applies to such claims filed in court when no Bureau of Labor and Industries claim has been filed. However, conduct that occurred prior to October 2019 is subject to a shorter (1 year) statute of limitations and different statutes of limitations apply under federal law (*generally* claims must be filed within 180 days with the federal EEOC or within 300 days if state or local law prohibits the same conduct and a state or local agency enforces a law that prohibits employment discrimination on the same basis). The statute of limitations for criminal complaints varies based on the nature and degree of the conduct.

Please also be aware that Oregon law requires that individuals bringing claims against a public officer, employee or agent of a public body or a public body (e.g., the City) must first provide a notice of claims (often referred to as a Tort Claims Notice). Except as otherwise provided by ORS 30.275 (such as for minority, incompetency, or other incapacity), the Tort Claims Notice must generally be provided within 180 days of the alleged loss or injury.

Covered individuals who want more information may contact the Oregon Bureau of Labor and Industries (<https://www.oregon.gov/boli>), local law enforcement, or contact an attorney of their choosing. The Oregon State Bar provides a referral service through which employees may be connected with attorneys. Information regarding this service can be found at: <https://www.osbar.org/public/ris/>.

For employees and others whose legal rights are determined to have been violated, additional remedies, such as back pay, counseling or medical costs; attorney fees, pain and suffering, and punitive damages may be available.

PREGNANCY AND DISABILITY ACCOMODATION POLICY

The City of Keizer is committed to complying fully with state and federal pregnancy and disability accommodation laws. If workplace modifications or other assistance to accommodate pregnancy are required (including but not limited to pregnancy, childbirth or a related medical condition, such as lactation) or disability, it is the employee's responsibility to contact the Human Resources Director to make sure they are aware of not only pregnancy or disability, but also the need for accommodation.

Reasonable accommodations may include acquisition or modification of equipment or devices, schedule modifications, allowances for service animals, and other job modifications that are intended to enable a pregnant or disabled employee to perform their essential job duties. When an employee advises Human Resources of a condition that they believe requires accommodation, Human Resources will work with them to review job limitations, requested and other potential accommodation(s) etc., and discuss the matter with them to determine what, if any, reasonable accommodations can be made to enable them to perform their job duties in a safe and satisfactory manner. All employees are expected to cooperate with this process, including our requests for medical confirmation of their condition and the nature and extent of any limitations on their ability to perform their job duties.

The City does not create positions that do not exist to accommodate employees. However, if, even after any required reasonable accommodation, an employee is unable to perform their essential job duties, the City will then explore opportunities to place disabled employees in other existing and available positions that are, with or without reasonable accommodation, suited to their skills, abilities, and limitations.

If an employee has been provided an accommodation that they feel is not effective for any reason, the employee should promptly notify the Human Resources Director.

DISABILITY ACCOMMODATION

~~The City abides by the Americans with Disabilities Act and state disability discrimination laws. This means that we prohibit discrimination against disabled applicants and employees, and will comply with reasonable accommodation obligations. We cannot respond to workplace obstacles if we don't know they exist. Consequently, if you believe that workplace modifications or other assistance is necessary to accommodate your disability, it is your responsibility to contact the Human Resources Director to discuss it. Not every physical or mental limitation qualifies as a disability.~~

~~Accommodations are generally made to enable a disabled employee to perform his/her job duties or as a temporary step to assist an employee who has a pending workers' compensation claim to return to productive employment. Please contact the Human Resources Department for more information on the potential for light or modified duties based on your position, the duration of such duties and the organization's business needs. If you advise us of a condition that you believe requires accommodation, we will analyze your medical condition to determine whether it constitutes a disability. If it does, we will discuss your condition with you and/or your medical provider to determine what, if any, accommodations can be made to enable you to perform your job duties in a safe and satisfactory manner.~~

~~All employees are expected to cooperate with our request for medical confirmation of the condition they believe constitutes a disability and our requests for medical confirmation of the current, precise limitations on their ability to perform their job duties, consistent with applicable law. If an employee is still unable to perform their essential job duties after any required reasonable accommodation has been made, we will explore opportunities to place the employees in other available positions that are, with or without reasonable accommodation, suited to their skills and abilities. If, for any reason, an accommodation is made that you feel is not effective, you should notify your supervisor or the Human Resources Director. *Addressed above, pregnancy being specifically called out is required by new legislation.*~~

FITNESS FOR DUTY/MEDICAL EVALUATIONS

The City respects its employees' rights to privacy. However, in order to ensure that applicants for employment and current employees are qualified and able to safely perform the essential functions of their positions, the City may require the applicant or employee to participate in fitness for duty/medical evaluations (including physical and/or mental health evaluations, as applicable). For example, all law enforcement officers must complete a psychological screening to determine their fitness to serve as a law enforcement officer in accordance with applicable law.

Fitness for duty/medical evaluations may also be required whenever the City has a good faith concern about the employee's ability to perform their job duties with or without a direct threat to themselves or others, to support requests for medical leaves of absence and other workplace accommodations, etc. in accordance with applicable law. The City pays any out-of-pocket costs not covered by insurance for required medical evaluations. Employees who have medical or other restrictions on their ability to perform the duties and requirements of their position are expected to promptly notify their Supervisor

and Human Resources. The City complies with applicable laws regarding medical examinations, and all medical information obtained is treated confidentially.

RELIGIOUS ACCOMMODATION

The City of Keizer is also committed to complying fully with its reasonable accommodation obligations for the religious beliefs and practices of its employees. If an employee requires scheduling or other workplace modifications for their religious beliefs and practices, they are to contact the Human Resources Director.

EMPLOYEE RESIGNATIONS AND TERMINATIONS

REFERENCES

This section must be approved by Council

Non-law enforcement employees who leave our employment ~~are will be~~ given the option of authorizing the City to release information regarding their work performance, attendance (excluding FMLA/OFLA and other protected leaves), interpersonal relations, etc. on forms available through the Human Resources Office. If departing employees do not sign these forms, reference check information ~~is will~~ generally ~~be~~ limited to their length of employment, ~~and positions held, and other information required to be disclosed by applicable law (e.g., CDL driver records) and pay rate.~~ The City does, however, reserve the right to share information with a prospective employer that, in its view, makes the employee unsuitable for the position sought.

All reference requests must be directed to the Human Resources Director for response ~~on behalf of the City.~~ The Human Resources Director ~~will determines~~ what information is appropriate for disclosure. No employee may provide a reference, verbal or written, ~~on behalf of/in their official capacity with the City~~ without the prior knowledge and approval of the Human Resources Director.

Law enforcement employees who leave the City's employment ~~are will be~~ subject to background and reference checks as determined appropriate by the Keizer Police Department.

EMPLOYMENT CLASSIFICATIONS

This entire policy must be approved by Council

EMPLOYEES AS VOLUNTEERS

As a public entity, the City may use appreciates the service of many volunteers. Volunteers are individuals who donate their services to the City for civic or humanitarian reasons without contemplation or expectation of compensation in accordance with applicable law. City volunteers include the Mayor, City Councilors as well as board, commission, committee and task force members and individuals who assist in specific departments where volunteer duties have been established.

Although the City expects volunteers to meet our conduct and behavior standards (as well as any performance requirements needs related to the nature of their volunteer services), volunteers are not considered employees of the City and are not paid for their services or eligible for benefits. Volunteers may choose to discontinue their volunteer services at any time. The City may also discontinue volunteer services at will at any time for any reason without appeal rights or due process procedures.

City Councilors and Budget Committee Members are not eligible to hold a paid position with the City. Allowing such would result in supervisory issues given the separation of Administration and Council duties by City Charter; potential, perceived or actual conflict of interest in situations where parties are making recommendations or voting on budgetary issues related to the Event Center; and the need for dual identification in building access procedures.

~~Pursuant to the Fair Labor and Standards Act (FLSA), employees of the City may perform volunteer work for the City only if the work is at the employee's initiative, performed outside their regular work hours, without contemplation of payment, and performing tasks outside of their regular job functions.~~

Consistent with the Fair Labor and Standards Act (FLSA), individuals who have been hired into paid employment positions with the City (employees) are strictly prohibited from volunteering to perform the same or similar work to the work they perform in their paid positions and from performing any volunteer work during their normal working hours. In order to avoid misunderstandings, City employees must obtain approval in writing from the City Manager or the City's Human Resources Director before performing any volunteer services for the City. ~~If you are a City employees and also~~ who want to also volunteer with the City, please contact Human Resources.

City employees may not serve as voting members on any type of City advisory body, such as task forces, committees, commissions or boards that would create a conflict of interest with their employment with the City (including but not limited to the prohibition on volunteering to perform the same/similar work they perform in their paid positions).

Likewise, although City employees may serve on outside boards and committees in any capacity, they must abstain from any topic or activity that may create a conflict of interest with their employment or position with the City. If unsure whether a potential conflict of interest may exist, contact the Human Resources Director or City Attorney.

WORKPLACE SAFETY AND HEALTH

This policy must be approved by Council

STATEMENT

All employees are required to review the City's Safety Manual and to refer to it for more detailed information regarding safety requirements and responsibilities of Supervisors and employees, as they relate to the compliance with the Oregon Occupational Safety and Health Division (Oregon OSHA) legal standards. In addition, employees are required to review and follow all Department specific manuals and related documents as provided by a Supervisor or Department Director.

The information below is an excerpt from the City of Keizer Safety Manual – Introduction and City of Keizer Safety Program Statement.

PHILOSOPHY

Safety at the City of Keizer is not just a concept, an idea, or a mind-set. Each and every employee is a valued member of our team. That's why it's so critical that we work together to ensure a safe environment for all. Employee safety cannot be a centralized function. To be effective, safety must be a "grassroots" effort, driven by every employee and volunteer. As such, we view safety as a critical part of everyone's job.

The success of our safety program requires each employee's personal commitment and constant attention to identify and eliminate potential hazards and support and advocate for consistently safe work habits. All City employees are expected to review and familiarize themselves with the City's Safety Manual and to regularly use it as a reference tool. It includes details on work practices that can prevent accidents, tools to implement and support department-specific safety programs, and other information that can protect our most valuable asset, our employees.

Even one employee injury is one too many! The expectation is that we see our safety practices in action every day. Let us strive together to be the best we can be in this crucial area and send everyone home as well or better than when they arrived.

The City of Keizer holds in high regard the safety, welfare, and health of our employees. Every reasonable effort shall be made to maintain a safe working environment. No job will be considered so important and no request so urgent that we cannot take time to perform our work safely.

SAFETY MANUAL

The primary purpose of the City of Keizer's Safety Manual is to provide employees with the information necessary to prevent accidents. The second function of the manual is to establish guidelines for departments to use to prevent and/or respond to work-place accidents. General information, as well as interpretations of state/federal regulations, and City Personnel Policies relating to safety, are all included in the manual. While the manual does not cover all of the City's risk management activities (certain departments may have risk management and safety procedures that are more detailed and specific), the written guidelines contained in the manual are the baseline and must be followed in all work areas of the City.

Our Safety Committee reviews and recommends safety programs and assists Management to promote safe working conditions. Some of the additional tools we use to maintain a safe work environment include safety orientation for new employees, timely and appropriate ongoing training including

refresher training as needed, an active safety committee, an active self-inspection program, proper mechanical guards, and personal protective equipment.

Department Directors and Supervisors are required to know, reference, and use the City of Keizer's Safety Manual. They are also ultimately responsible for conveying this information to employees whenever such information is relevant to an employee's job. In addition, Department Directors and Supervisors develop and implement department specific safety programs which include regular group training, job specific training, provisions for safety equipment, and record keeping procedures. Most importantly, Department Directors and Supervisors understand and convey that safety is an important component of every employee's job performance.

Employees are asked to keep in mind that accidents don't just happen by themselves. They are "caused." An effective safety program led by a safety conscious work force, can prevent accidents. This is why the City is committed to providing an environment where all employees are expected to be safety conscious and every Supervisor is required to follow, promote, and enforce safe work practices and procedures. Cooperation and communication is essential to creating such an environment. For individual employee safety and personal risk management, as well as for the safety of others, talk about safety issues, read the safety manual, follow the written procedures, and always consider the "safest" way to do the job.

Questions about the City's safety program, policies, or expectations should be directed to a Supervisor, Department Director, Safety Committee Representative, or Human Resources. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of one another and our organization.

Nothing is of greater concern to the City than the safety of its employees and the general public. Employees are expected to use common sense and good judgment in work habits, follow safe work practices and bring any unsafe condition to the attention of a supervisor, a Department Director, a Safety Committee member or Human Resources if it cannot be completely corrected independently. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with this policy.

CITY/SUPERVISOR RESPONSIBILITIES

Consideration of safety issues is an ongoing endeavor. Each accident is cause for review. The need for periodic training will be considered and arranged when appropriate in the judgment of the City Manager or any Department Director.

The City will ensure workers are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply. This should not be construed to require a supervisor during every part of an operation or to prohibit workers from working alone.

The City will take all reasonable means to educate and direct employees to:

- Work and act in a safe and healthful manner.
- Conduct their work in compliance with all applicable safety and health rules.
- Use all means and methods, including but not limited to, ladders, scaffolds, guardrails, machine guards, safety belts and lifelines, that are necessary to safely accomplish all work where employees are exposed to a hazard.; and

- Not remove, displace, damage, destroy or carry off any safety device, guard, notice or warning provided for use in any employment or place of employment while such use is required by applicable safety and health rules.

Supervisors shall inform the employees regarding the known health hazards to which they are exposed, the measures which have been taken for the prevention and control of such hazards, the proper methods for utilizing such control measures and for maintaining them in good working order.

EMPLOYEE RESPONSIBILITIES

Employees are to conduct their work in compliance with the safety rules in this policy. All accidents and injuries are to be reported immediately to the supervisor or Human Resources.

In addition, employees should immediately report, in writing, any unsafe or hazardous condition directly to a supervisor, a Department Director, a Safety Committee member or Human Resources if it cannot be completely corrected independently. Every effort shall be made to remedy safety problems as soon as possible.

Employee Safety Guidelines

The following Safety Guidelines shall be adhered to:

- Utilize safety equipment provided.
- Wear protective vests required by uniformed personnel and those working special or hazardous operations.
- Comply with any drug and alcohol policy applicable to you under the terms of the City Personnel Policy Manual or a collective bargaining agreement.
- Operate only equipment for which training or orientation has been received.
- Warn co-workers of unsafe conditions or practices. Accept with appreciation the warning of a co-worker as an expression of concern for your own well being.
- Refrain from horseplay at all times.
- Be aware of actual and potential hazards within the area of service.

If you observe an employee working in a manner which might cause immediate injury to themselves or others, it is your responsibility to warn them of the danger. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions.

Managing Unsafe Conditions

It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. After identifying the problem, employees at the scene are expected to:

- Eliminate the hazard and obtain whatever assistance is necessary;
- Control the hazard by enclosure or guard;
- Employ avoidance procedures; and
- Use personal protective equipment as appropriate.

It is the duty of all employees to make full use of safeguards provided for their protection. It is each employee's responsibility to abide by and perform their duties according to the requirements below.

Employees Shall Not...

- Operate a machine unless guard or method of guarding is in good condition, working order, in place, and operative.
- Attempt to repair the machine or moving parts while operational. Employees shall properly lock-out or tag-out all energy sources including electric, hydraulic, pneumatic and kinetic. The same worker shall pretest locked out equipment to ensure a zero energy state.
- Remove guards or render methods of guarding inoperative except for the purpose of adjustment, oiling, repair, or the setting up a new job. Employees shall report to their supervisor any guard or method of guarding that is not properly adjusted or not accomplishing its intended function.
- Use their hands or any portion of their bodies to reach between moving parts or to remove jams, hang ups, etc. (Use hook, stick, tong, jig or other accessory.)
- Work under objects being supported that could accidentally fall (such as loads supported by jacks, the raised body of a dump truck, etc.) until such objects are properly blocked or shored.
- Use defective tools or equipment. No tool or piece of equipment should be used for any purpose for which it is not suited, and none should be abused by straining beyond its safe working load.
- Remove, deface, or destroy any warning, danger sign, or barricade, or interfere with any other form of accident prevention device or practice provided which they are using, or which is being used by any other worker.
- Work underneath or over others exposed to a hazard without first notifying them and seeing that proper safeguards or precautions have been taken.
- Work in unprotected, exposed, hazardous areas under floor openings.
- Carry or move long or unwieldy articles without adequate means of guarding or guiding.

REPORTING INJURIES, ACCIDENTS AND UNSAFE WORKING CONDITIONS

See the City of Keizer Safety Manual for detailed information and direction on these important subjects. In an emergency situation, contact any supervisor, any member of the Safety Committee or Human Resources.

We also encourage employees to bring general concerns and recommendations for improving workplace safety to our attention. General concerns and recommendations can be made to the Safety Committee or the employee's supervisor. Employee concerns and recommendations are welcomed and carefully considered.

Reporting Injuries & Illnesses

Work related injuries and illnesses **must** be reported to ~~a~~ your supervisor as soon as possible. This is essential. Even though a work-related injury might appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. In the case of an on-the-job injury, a Supervisor/Employee Incident Report must be completed and submitted to the Human Resources Department within 3 days of the injury/illness. If medical treatment is sought, a **Report of Job Injury or Illness - Form 801 (Worker's & Employer's Report of Occupational Injury or Disease/Illness)** must also be completed and returned to the City, within **three (3)** ~~five (5)~~ calendar days of **receiving medical treatment** ~~the event~~.

Reporting Accidents

All employees are required to immediately report to the appropriate supervisor or Human Resources any work-related accident involving other persons or their property, or injuries to the public. These accidents should be reported in sufficient detail to allow us to respond. Accidents involving City owned vehicles or

personal vehicles being operated during City business shall also be reported immediately to the appropriate supervisor, or Human Resources. Such accidents will be investigated. Accidents involving City owned equipment or City property when personal injury or property damages result must be reported immediately to the appropriate supervisor, who will determine if an investigation is warranted. Employees are required to cooperate fully with all accident investigations.

Managing & Reporting Unsafe Working Conditions

~~It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. The City believes that all employees are responsible to help ensure a safe workplace by alerting us to potentially unsafe conditions. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions.~~ Employees who If you see an unsafe or dangerous working condition that you can easily be corrected (such as a cord lying across a walkway), you should fix the problem immediately. Use personal protective equipment as appropriate.

An employee who observe another employee working in a manner which might cause immediate injury to themselves or others is responsible to warn them of the danger. It is expected that employees communicate directly with their co-workers, in the interest of their safety. The employee should state their concern and the reasons behind it. If the unsafe behavior persists, they are to promptly notify an appropriate Supervisor.

If an employee witnesses a physical or environmental hazard, first and foremost, they are to provide for personal safety by restricting access to the hazard, or securing the area.

If a hazard is not easily eliminated, or if they are not authorized or prepared to eliminate the hazard in a safe manner, they are to report the hazard immediately. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions. In addition, all employees are expected to promptly report any unsafe working condition or other safety concerns to their Supervisor, Department Director, a member of the Safety Committee or the Human Resources Department. Employees shall follow-up by providing the reported information in writing as soon as practicable.

RETALIATION

It is important for all employees to understand that the City expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations. We do not allow supervisors, managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to their supervisor, Department Director, Human Resources Department, or City Manager. These types of complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

USE OF TOBACCO PRODUCTS

In keeping with the City's intent to provide a safe and healthful environment, smoking and vaping are prohibited inside any of our buildings, vehicles or on our equipment, except for undercover police vehicles. This policy applies equally to all employees, citizens and visitors. As such, it is the responsibility of all employees to ensure that no person smokes or vapes inside City facilities, City vehicles or on City equipment. ~~Smokers must restrict s~~Smoking and vaping is restricted to areas beyond 10 feet of building entrances, exits, windows and air intake vents. Use of smokeless tobacco is discouraged in City buildings, vehicles or on equipment. Smoking, vaping and use of smokeless tobacco is discouraged at any time employees may be in the view of the public. Employees who smoke, vape or use smokeless tobacco

consistent with this policy are expected to keep areas clean by disposing of cigarettes, matches and any other residual by-products in appropriate receptacles.

FIRST AID KITS

~~The City maintains fully stocked First Aid Kits at our various work locations and in vehicles. Appropriate signs are posted indicating the location of the First Aid Kit. The supplies contained in the First Aid Kits are intended for the treatment of an injury at work. The City may provide limited additional supplies such as pain relievers and antacids but they are to be accessed when/if employees run out of their own personal supplies, not as an ongoing resource. As a result, you are required to notify the contact person indicated on the First Aid Kit sign if you use the last of an item so the supplies can be promptly replaced.~~

BLOODBORNE PATHOGENS

Some City employees and volunteers perform services, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. The City has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to bloodborne pathogens. Our Bloodborne Pathogens Exposure Control Plan can be found **in the City of Keizer Safety Manual** ~~on the intranet in the Workplace Safety section or by contacting the Human Resources Department.~~ In addition, the City conducts periodic training, at least annually on bloodborne pathogens and exposure control for those at most risk for exposure (specific employees in **Code Enforcement**, the **Community Center**, Police Department and Public Works).

HIGHLY INFECTIOUS CONTAGIOUS DISEASES

The City takes its responsibility to provide all employees with a safe and health work environment seriously. Employees are prohibited from reporting to work or returning to duty with a health condition which presents a direct threat to themselves or others. This prohibition includes knowingly reporting to work with a contagious disease, ~~(that is, knowingly reporting to work during a period that the employee knows he/she is contagious).~~ **such as coronavirus, influenza, lice, mites, ringworm and strep throat, etc.**

Even when the condition does not meet this standard (such as a mild case of the common cold), all employees are strongly encouraged to take appropriate time off to recuperate consistent with City time off policies and are expected to use appropriate precautions for limiting the spread of germs in the workplace, including covering coughs/sneezes, practicing social distancing and increased handwashing, etc. Employees are expected to be considerate of others in the workplace and to assist us in providing everyone with a safe and healthy work environment.

WORKPLACE VIOLENCE POLICY

As part of our commitment to safety, the City is committed to providing a work environment that is free of violence. Any acts or threatened acts of violence between coworkers, or between members of the public and City employees, **are** ~~will not be tolerated~~ regardless of where those acts or threatened acts occur, on or off duty. Employees engaging in violence or threatened violence **are** ~~is will be~~ subject to disciplinary action, up to and including immediate **involuntary** termination of employment, and may be subject to other civil suits or criminal liability. The types of conduct listed below are prohibited.

Prohibited Conduct

1. Provoking, participating in or encouraging fights or other physical altercations.
2. Threatening the safety or well-being of another employee, volunteer, client or member of the public, whether directly or indirectly.

3. Vandalizing City property or the property of members of the public, business associates, vendors, volunteers, or other employees.
4. Screaming, cursing or engaging in outbursts of temper, particularly when directed at another employee, volunteer, member of the public or business associate.
5. Intimidating or coercing another employee, volunteer, member of the public or business associate.
6. Advocating or encouraging acts of violence toward others.
7. Being in possession of explosives or devices designed to detonate explosives on City Property, including parking lots or in City vehicles.
8. Being in possession of guns and weapons on City property, including parking lots or in City vehicles unless approved in writing by the City Manager, Chief of Police ~~or~~ and Human Resource Director. This prohibition does not apply to authorized possession of guns and weapons by law enforcement personnel, nor does it apply to the lawful possession of concealed weapons in an employee's locked vehicle parked in a City parking lot.
9. Distributing "hate" literature or engaging in other communications that advocate violence.
10. ~~Engaging in bullying-type conduct. Bullying conduct generally includes repeated verbal and/or non-verbal conduct that is malicious, vindictive, cruel, or deliberately hurtful, etc. It also has the effect or purpose of threatening, embarrassing, humiliating, intimidating, insulting, offending or sabotaging /undermining another employee; and/or interfering with an employee's performance. Bullying does not include legitimate workplace disciplinary or other corrective action by your supervisor or other members of City management.~~
Moved to General Policies and Working Conditions section and expanded.
11. Engaging in any other conduct ~~the City we considers~~ menacing, threatening or violent, whether directly or indirectly.

Guidelines

1. If ~~an employee is you are~~ in immediate fear for ~~their~~ your safety or the safety of another person, ~~they should~~ call 911; and notify ~~their~~ your Supervisor or another member of management, if possible.
2. ~~Employees~~ You should always take bomb threats or other threats of harm to persons or property very seriously and not ignore them.
3. If threats are received on voice mail, the message should not be deleted until the police have had an opportunity to record the message.
4. ~~Employees~~ You may request that members of the public who yell or threaten ~~them~~ you, ~~their~~ your coworkers, etc. to immediately leave the premises.

Reporting Procedures

Employees should immediately report incidents that involve violations of this policy to their Supervisor, Department Director, Human Resources or the City Manager. Incidents ~~are will be~~ investigated. Violators ~~are will be~~ subject to discipline as ~~the City we determines~~ appropriate, up to and including discharge. Retaliation against those who report incidents, or provide information in connection with an investigation, will not be tolerated. Employees who engage in retaliation ~~are will be~~ subject to immediate discharge.

SAFETY COMMITTEE

The City of Keizer is committed to providing a safe work environment for our employees. As a result, ~~the City has we have~~ established a centralized Safety Committee which includes representatives from subcommittees in the Police Department and Public Works Department, to ensure adequate coverage

of the unique safety and health concerns for each of our locations. Our Safety Committee works with management to prevent accidents and injuries, and is responsible for making recommendations on improving safety and health in the work place. In particular, the Committee has been charged with the responsibility to identify problems and obstacles **which impact** loss prevention; identify hazards and suggest corrective actions; and help identify employee safety training needs and develop accident investigation procedures. **Additional details regarding the Safety Committee can be found in the Safety Manual.**

Safety Committee Organization and Employee Involvement

Employee involvement is an integral part of our Safety Committee. Our committee consists of at least four employee members who are active participants of our committee and no more than two management members. Employee members of the Safety Committee may be elected by their coworkers, may volunteer or may be appointed by their Supervisor or Department Director, and are paid for the time they spend in Safety Committee meetings and performing safety committee functions. If you would like to participate in our Safety Committee, please contact Human Resources. In addition, we encourage all employees to provide input and safety suggestions to our Safety Committee at any time.

In order to ensure the continuity of membership and projects, each member of our Safety Committee serves a term of at least one year (provided they remain employed), generally beginning in January of each year.

Safety Committee Functions

The primary functions of the Safety Committee are as follows:

- To maintain and promote the interest of both management and employees in occupational safety and health matters;
- To provide an opportunity for open discussion of problems that result or could result in injury or illness;
- To assist management in evaluation of recommendations for and improvement of safety in the workplace;
- To improve the cooperative spirit between all employees to provide workplace safety;
- To establish procedures for investigating safety-related incidents including injury accidents, work-related illnesses and deaths for the purpose of recommending corrective action to prevent similar accidents from reoccurring. For more information on our Safety Committee's specific procedures, contact the Safety Committee Chair or Human Resources.
- To study injury and disease statistics and trends so that reports may be made to management on unsafe and unhealthy conditions and/or practices together with recommended corrective action;
- To evaluate employee training practices and recommend procedures to ensure that all employees are trained to perform their work in a safe manner.

Employee members of our Safety Committee are provided with training in hazard identification and accident and incident investigations. In order to carry out our goals, the subcommittees meet monthly and the central Safety Committee meets quarterly to review safety and health issues and make recommendations for corrective action to improve safety. The Safety Committee also conducts workplace inspections to identify and recommend corrections to safety and health hazards, and evaluates all accident and incident investigations and makes recommendations for ways to prevent similar events from occurring in the future.

The City expects all employees, including management, to be proactive about safety in the workplace. Employees who violate our safety standards or fail to appropriately respond to health and safety hazards in the workplace will be subject to disciplinary action. In addition, the safety committee periodically reviews our management accountability system for safety and may make recommendations for improvements to incentivize safety for all employees.

Meeting Records and Suggestions

The City makes and maintains written records of each Safety Committee meeting. These records include all evaluations and recommendations of the Safety Committee. Each Safety Committee member is provided with a copy of the records. The Safety Committee records are also available for review by any employee by contacting the Safety Committee Chair or the Human Resources Department.

Employees who have suggestions for improving workplace safety should write out their suggestion(s) and submit them to any member of the Safety Committee or provide them to the Human Resources Department for transmittal to the Safety Committee.

INCLEMENT WEATHER & CITY OFFICE CLOSURE

All departments and offices of the City **are** will be open for regularly scheduled business during all weather conditions, unless closed by the City Manager or designee within federal and state statutes. In the event weather conditions disrupt work schedules, the following conditions apply:

1. Employees are expected to report to work during their regularly scheduled shift.
2. An employee who decides they cannot report for work, reports to work late, or leaves early due to weather conditions, **is required to** shall use vacation time, compensatory time, personal leave or leave without pay for time lost. Sick leave may not be used for lost time under these circumstances.
3. In the event the City Manager or, in the absence of the City Manager, the person designated to act on his/her **their** behalf, advises employees that the Department where they work is closed to staff, as well as the public, and specifically directs the employees **not** to report to their duty stations before the opening hours of operation or during the hours of operation, and when it is no fault of the employee(s), the City **shall pay**s for any portion of their regular shift not worked. The employee must report to their Supervisor each day until the City reopens **utilizing the communication method specified by their Supervisor or designee.**
4. In the event the City offices are closed during the work day and employees are sent home with pay, those employees are considered to be on-call and **must remain** available to perform work at home, **as well as** and **must be** available to report back to their duty station within one hour, unless it would be unsafe for them to do so.

EMERGENCY SITUATION PROCEDURES

During emergency situations while on City premises, follow the guidelines in the Internal Emergency Operations Plan. During emergency situations while away from work, employees may be called back to work even if the employee has completed his or her **their** shift. Employees **are** will be required to report back to their duty stations and carry out such duties as assigned by a designated City of Keizer Supervisor. When an incident of catastrophic dimension occurs, the City realizes that employees have a duty first to secure their families prior to reporting back to the City.

For ~~more~~ additional information or answers to questions about any Workplace Safety and Health topic or training opportunities, please **refer to the City of Keizer Safety Manual, contact any Safety Committee Member or** see the Human Resources Department.

COMPENSATION

CLASSIFICATION REVIEW AND RECLASSIFICATION – Tracked Changes

The City has established pay classification plans designed to provide consistency in our pay scales and similar pay for similar responsibilities and job functions. Positions are generally grouped by “class” and a pay scale is established for each “class” of position. A “class specification” for each class of jobs provides a general outline of the characteristic duties, responsibilities, qualification requirements, etc. that are applicable to that class of positions and that distinguish the class from other classes of jobs. The “Class Title” is the official title of each position allocated to the class for the purpose of personnel actions. It is used on payroll, budget estimates and official records and reports relating to the position. A different “Working Title” may be used when determined to be helpful in identifying the role of the employee to customers, etc. if authorized by the Department Director. However, working titles will have no bearing on the official designated classification of any position.

~~If an employee is to be assigned~~ Prior to the assignment of a new ongoing duty or set of duties to an employee, the Supervisor generally will reviews the classification specifications to determine if the duties are appropriate for that employee’s classification. However, all classification system assignments are determined by After such review, if there continues to be a question about the appropriateness of the duty, the supervisor will request a determination by the Human Resources Department prior to the assignment of the duty to the employee. The Human Resources Director allocates positions to the appropriate classification and may make revisions in the Classification System including the reclassification of existing positions, addition of new classes, combination and/or revision of existing classes, and deletion of obsolete classes, with review and approval of the City Manager. The Human Resources Director also establishes new classifications which require review and approval of both the City Manager and the City Council.

This section must be approved by Council.

Managed Cost of Living (COLA) Based Annual Increases

The City recognizes that fluctuations in the state’s economy will affect the market value of wages and salaries. As a result, the pay salary matrix is amended each calendar year in July to reflect these fluctuations by incorporating any increases necessary into the matrix as determined by utilizing the CPI-W (Consumer Price Index-W) Western Region Size B-C for the prior year (January-December) as the primary guiding factor for determining the increase amount. Notwithstanding the CPI change, increases will be subject to a minimum increase of one percent (1.0%) and a maximum increase of three percent (3.0%). Such increases are subject to available funding and budget approval, and may be revised by City Council Resolution.

This section must be approved by Council.

Critical Language – Tracked Changes

Any City employee is eligible to receive a second-language differential of five percent (5%) for Spanish and two and one-half percent (2.5%) for sign language if the City Manager determines that their position requires the employee to regularly use both English and Spanish on a day-to-day or other frequent basis for the an additional employee with the second language is of benefit to the City and the employee he or she has has or is required to acquire this skill. To be eligible, the employee Employee must be fluent in the language as determined by the City Manager, based upon a standard and testing program administered by local area colleges and/or City-approved translators approved by the City.

Non-Critical Language

Any City employee is eligible to receive a language differential of five percent (5%) for Russian or American Sign Language for the shift during which they are required to use the language as confirmed by their supervisor.

RETIREMENT

This section must be approved by Council

DEFERRED COMPENSATION WITH CITY MATCH – Tracked Changes

~~The City~~~~We offers~~ a voluntary deferred compensation plan to all full-time and part-time employees effective the date of hire. Employee contributions are ~~tax deferred and~~ paid through payroll deductions and, depending on the type of plan selected, may be tax deferred or paid using post-tax dollars. The City will contribute six percent (6%) of an employee's gross salary to an employee's individual deferred compensation plan. Employees are responsible to initiate their own plan. Employees may continue to contribute individually to their plan at their election. Contributions are subject to IRS regulations. The amount of the City's ~~matching~~ contribution is determined by City Council Resolution and future ~~matching~~ **contributions** can be changed by the City Council, consistent with the plan document and any applicable collective bargaining agreements. ~~At the time of the adoption of this policy, the City matches the employee's contribution up to six (6%) percent of the employee's gross salary.~~

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

**ADOPTING CITY OF KEIZER PERSONNEL POLICIES;
REPEALING RESOLUTIONS R2010-2040, R2015-2599, R2022-
3276, AND R2022-3297**

WHEREAS, the City Council of the City of Keizer adopted personnel policies by
Resolution R2020-2040;

WHEREAS, the City Council has amended individual sections of the personnel policies
through the years;

WHEREAS, by Resolution R2024-3439, Council determined that Council should adopt
portions of the personnel policies that either directly impacts the Council and that Council is
required or suggested to adopt pursuant to agreement, law or regulation;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of Keizer
Personnel Policy Manual provisions attached hereto as Exhibit "A" are hereby adopted.

BE IT FURTHER RESOLVED that Resolutions R2010-2040, R2015-2599, R2022-
3276, and R2022-3297 are hereby repealed in their entireties.

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

PASSED this _____ day of _____, 2025.
SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

INTRODUCTION

APPLICATION

- These Personnel Policies apply to all City employees.
- Certain policies also apply to City Councilors including the Policy Against Harassment, the Workplace Safety Policy, the Travel Policy when conducting City-approved business and the Employee Resignations and Terminations Policy when asked to provide a reference in their capacity as City Councilor.
- The following select policies also apply to unpaid interns and staff volunteers: General Policies and Working Conditions, the Policy Against Harassment, Standards of Conduct, Workplace Safety and Alcohol and Drug Free Workplace Policies.
- In the event of a conflict between these policies (including this Personnel Policy Manual and any supplemental policies or department-specific standards) and any valid collective bargaining agreement (CBA), the CBA will be the controlling document and the provisions of these policies will not apply.
- The City interprets and applies these policies in accordance with applicable federal, state and local laws, regulations and ordinances, including changes in such laws, regulations and ordinances pending necessary revisions to this Manual.
- The policies in this Manual may be supplemented by stricter department-specific guidelines (such as call in procedures and scheduling timeline requirements) that apply to employees in those departments due to the nature of the work in those departments, provided those guidelines have been reviewed and approved by Human Resources and the City Manager and do not conflict with applicable law. In such cases, the Department Director ensures each employee is aware of such guidelines through the provision of operating procedures, updates, staff meetings or other such communication tools.

For example, in addition to the policies in this Manual, due to the unique demands and considerations faced by those who are employed in law enforcement positions, the Keizer Police Department maintains a comprehensive Keizer Police Department Policies and Procedures Manual. That manual describes the City's expectations for Keizer Police Department staff in greater detail. All employees who work in our police department are required to conform their behavior to the standards and policies contained in that manual as well.

These policies supersede all personnel policies, manuals and conflicting Council resolutions published prior to the effective date of this Manual.

- The City hopes that every employee's association with it is successful and rewarding. However, all employees should be aware that this Manual is not a guarantee or contract for continued or future employment or benefits at any level. Rather, except as otherwise provided in an applicable CBA or written individual employment agreement signed and dated by the City Manager (or City Council if applicable to the City Manager's or City Attorney's position), all employment with the City may be separated at any time by either the employee or the City, with or without cause or notice, and without appeal rights or due process procedures other than those expressly provided for in this Manual or required by applicable law.

GENERAL POLICIES AND WORKING CONDITIONS

TRAVEL

Many positions at the City require employee to drive as part of their work. Employees who are covered by Department of Transportation regulations (those with Commercial Driver Licenses as part of their jobs) are required to comply with all aspects of those regulations. In addition, all employees who operate City vehicles or use their own vehicles for City business are required to abide by the following rules:

Driver License and Insurability

Employees whose job requires the use of a City vehicle or their own vehicle must maintain a current and valid Oregon driver license, including a valid Commercial Driver License if required in their job duties, as well as a driving record acceptable to the City and its insurer(s) at all times. All such employees are required to immediately report any suspension, revocation or limitation on driving privileges that affect their ability to perform their job duties to the Human Resources Department.

Employees driving a personal vehicle for City business must also maintain the state required liability insurance minimums. The City does not assume liability for losses or liabilities to an employee as a result of their use of their personal vehicle for City business. Employee private insurance will be the primary coverage for liability, property damage or other loss if the employee drives their own vehicle on City business. Therefore, it is important to maintain adequate insurance and drive safely at all times.

Use of City and Personal Vehicles

Only employees who are properly licensed, insured and have been authorized in writing by their Supervisor are permitted to drive City vehicles. Likewise, only authorized passengers are allowed to ride in City vehicles and other vehicles while in use for City business.

Authorized passengers are:

1. City employees conducting City business;
2. Officers and agents representing the City;
3. Volunteers acting on behalf of the City;
4. Vendors and contractors working on behalf of the City;
5. Participants in official City business, training, tours and programs;
6. Representatives of other governmental agencies working with the City;
7. Anyone with prior authorization by the Department Director or with specific authorization by the City Manager.
8. Specific authorization may be provided by the City Manager in situations when the City can be of significant service to members of the public by providing transportation (i.e. transporting a mother and child to a nearby garage when their vehicle broke down or providing a ride to a senior citizen during an extremely hot afternoon). While these types of services are approved as part of the normal course of work for on-duty law enforcement, any other employees must obtain authorization.

Compliance with the Law, Traffic Violations, and Good Judgment

All employees who drive on behalf of the City are expected to use good judgment and caution in the operation of the vehicle, and they are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all times. The City does not pay for employee traffic or parking violations. If an employee receives a traffic or parking citation while using any automobile on City business, the employee is responsible for all

finest, court costs, leave from work, etc.

Cell Phones While Driving

For employees who drive any vehicle on behalf of the City, the first responsibility is to drive safely at all times. All employees are expected to be aware of weather, traffic, pedestrians, and other driving conditions and to use caution and good judgment at all times. Employees are prohibited from using hand-held cell phones for any purpose while driving on City authorized or City related business.

Employees who must take a call while driving are required to use a hands-free device at all times, including voice dialing. If an employee does not have an appropriate hands-free device available, or if weather or other driving conditions warrant extra caution even with a hands-free device, they must safely pull off the road and have the vehicle in park before engaging in any call. This policy also prohibits employees from using a cell phone or other device to read, send or receive text or "instant" messages while driving or engaging in any other reading, browsing of social media, internet, etc. while driving on City business. Taking notes (including writing down phone numbers or other information) is also prohibited while driving. All employees who drive must also be aware of and adhere to all state and local laws regarding cell phone use while driving. Violation of this policy will subject the employee to discipline, up to and including termination.

Reporting Accidents and Traffic Citations

If an employee is involved in any accident, traffic citation, parking citation or damage, however small, while on City business or otherwise in any City vehicle, they must immediately report it to their Supervisor and Human Resources. In addition, they may be required to fill out one or more forms in relation to the incident. This applies to all types of accidents and damage, including damage to the property of clients, and others, as well as City property and equipment. Employees are expected to cooperate fully with City accident and damage investigations.

Employees that are required to drive as part of their job and are involved in an accident or receive a traffic citation which results in a limitation of their driving privileges, must immediately report their limitations to their Supervisor. The City will determine what action is appropriate depending on the circumstances and degree to which their limitations interfere with their ability to perform their job duties.

Out of Town/Overnight Travel

Authorized travel must be conducted in the most efficient and cost-effective manner resulting in the best value for the City. Management determines the necessity, available resources, and justification for the need for and the method of travel and related expenses. Prior to incurring any costs and/or traveling on City-approved business, employees must obtain approval from their Supervisor, utilizing the appropriate travel forms.

Meals and Incidental Expenses

In addition to City employees, this section is applied to City Council and other volunteers approved to receive paid meals and incidental expenses.

Meal reimbursements are provided at rates that are consistent with applicable federal and state rules, including Internal Revenue Code regulations. If traveling out-of-town on City-approved business, eligible travelers may request to receive either a meal and incidental expense per diem based on federally established rates or eligible travelers may request reimbursement based on actual costs. However, actual costs are reimbursed only up to the federally established rates and detailed receipts are required. Such requests must include a copy of the event schedule or agenda, where applicable, to confirm start/stop dates and times and identification of meals that may be included as part of the event registration.

The maximum per diem rates include a fixed allowance for meals and incidental expenses, the M&IE rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. On the first and last travel day, employees are only eligible for 75 percent of the total M&IE rate as per the federally established rates. For any lodging or other authorize expense costing over \$75, employees must provide a receipt or a reason acceptable to the City explaining why they are unable to provide the necessary receipt consistent with Federal Travel Regulation 301-11.25.

Meal Per Diem is distributed when overnight travel is required or under the following conditions during non-overnight travel outside of the Salem-Keizer area:

- Breakfast – employee must be on travel status for two hours or more before the beginning of their scheduled work shift to receive a breakfast allowance. See percentages and related requirements below.
- Lunch – employee must be on travel status for two hours or more before the beginning of their scheduled lunch break to receive a lunch allowance. See percentages and related requirements below. Also, if an employee is attending an official business meeting where a working lunch is required but not included in the fee, that meal will be reimbursed. A receipt is required.
- Dinner – Employee must be on travel status for two hours or more beyond the end of their scheduled work shift to receive a dinner allowance. See percentages and related requirements below.

Meals included as part of the registration fee(s) for a conference, seminar, etc., must be subtracted from the employee's daily meal per diem. Use the following percentages to determine the appropriate amount to deduct:

- Breakfast equals 25% of the allowed daily meal per diem
- Lunch equals 25% of the allowed daily meal per diem
- Dinner equals 50% of the allowed daily meal per diem

Under no circumstances will purchases of alcohol be reimbursed.

Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler. An updated list of M&IE rates for travel is available by specific region on the GSA website (www.gsa.gov). In addition, if the destination is not available on the GSA list, GSA maintains a standard rate for the continental United States (CONUS).

Business Meeting Related Meals

For the purpose of this policy, a "Business Meeting" has an agenda, a formal speaker, or is where official business is conducted. Business meals purchased at business meetings must be approved by the City Manager or designee prior to reimbursement. A "Business Meal" generally occurs at professional or organizational meetings or when there is a scheduled speaker at a conference or training and the meal is not already covered in registration. Examples that do not qualify as a "Business Meal" are when a group of attendees gather to eat lunch and may or may not discuss the training, or when "on your own" for meals during a day-long training or conference.

Mileage Reimbursement

Employees who incur mileage costs for approved travel on behalf of the City must submit an Employee Travel Advance form or an Employee Travel Reimbursement Form to their Supervisor for review and approval. Reimbursement is made at the established IRS rate at the time of travel. Reimbursement is made only for pre-approved business travel, which does not include travel to and from work. Employees will not be reimbursed for additional trips if they decide to travel home for the night and return the next day rather than stay on site except in cases where travel home is more cost effective.

Travel Advances

An employee may request to receive per diem in advance of travel. Travel advances, including per diem advances, are available by submitting the appropriate travel forms at least two weeks prior to departure. All travel advances must be approved by a Supervisor or Department Director prior to funds being advanced. Any unused portion of the travel advance must be returned to the City. Employees receiving per diem advances must submit documentation supporting the dates and times of travel. Any discrepancies must be reconciled upon return and submittal of an Employee Travel Reimbursement Form.

EQUAL EMPLOYMENT OPPORTUNITY

STATEMENT

The City of Keizer takes its Equal Employment Opportunity Policies seriously. These policies apply to all employees, volunteers, interns and public officials for the City in accordance with applicable law.

NON-DISCRIMINATION

It is the City's policy to provide equal opportunities to all qualified persons without regard to race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, mental or physical disability, expunged juvenile record, uniformed/military service or veteran's status, use of the worker's compensation system, or any other protected status or activity in accordance with applicable law. It is the City's policy to make employment decisions based on its evaluation of an individual's qualifications, ability and contribution to the success of the City. It is the responsibility of all individuals covered by these policies to understand and comply with these policies.

PAY EQUITY

The City of Keizer abides by Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages, salaries or other compensation for work of comparable character. Employees who believe they are improperly receiving wages, salaries or other compensation at a rate less than that being paid to other employees for work of comparable character are encouraged to discuss the issue with the Human Resources Director.

See also "Pay Practices" in the Compensation Section.

POLICY AGAINST HARASSMENT

It is also the City's policy that all employees have a right to work in an environment where the dignity of each individual is respected. The City prohibits Workplace Harassment, including sexual harassment.

"Workplace Harassment" is defined by statute under Oregon law, and includes:

- Conduct that constitutes discrimination prohibited by ORS 659A.030 (i.e., discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, or age of employee or person associated with employee, or employee's expunged juvenile record), including conduct that constitutes sexual assault.
- Conduct that is prohibited by ORS 659A.082 (i.e., discrimination against an individual based on uniformed service); or
- Conduct that is prohibited by 659A.112 (i.e., employment discrimination against persons with disabilities).

"Sexual Assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

All employees and others covered by this policy are expected to accomplish their work in a business-like manner with concern for their coworkers and others they come into contact with through their jobs. For this reason, any conduct that could reasonably be viewed as harassment of employees, citizens/customers, vendors, etc. by employees and others covered by this policy is also not permitted, regardless of working relationships and supervisory status and regardless of whether it meets the technical definition above. Likewise, the City does not permit others in our workplace and on our

worksites to engage in conduct that could reasonably be viewed as harassment of our employees, volunteers, interns or public officials. Specifically forbidden is conduct related to an individual's race, color, national origin, ancestry or ethnic background, religion, sex, sexual orientation, gender identity, mental or physical disability, age, veteran status, marital status, or other legally protected status or activity.

Prohibited conduct of a sexual and gender-based nature includes conduct such as:

- Unwelcome sexual advances; innuendoes; requests for dates
- Unwelcome touching
- Unwelcome visual conduct, such as ogling or making sexual gestures
- Telling dirty jokes/jokes of sexual nature
- Making offensive or derogatory comments about a person's gender, perceived gender, or gender identity
- Making derogatory remarks about a person's actual or perceived sexual orientation
- Talking about one's own sex life or asking about other people's sex lives
- Spreading rumors or telling stories about other people's (such as a coworker's) sex life
- Displaying sexually suggestive objects, pictures, cartoons or posters
- Using City computers or other communication systems to access, send, receive or store material of a sexual/gender, etc. based nature
- Engaging in any other verbal, graphic, electronic or physical conduct of a sexual or gender-based nature, which has the purpose or effect of creating an offensive work environment or otherwise unreasonably interfering with another employee's work

Prohibited conduct of a racial, ethnic, religious, age or disability, etcetera based nature includes conduct such as the following:

- Making racial slurs or offensive ethnic comments
- Telling racial or ethnic jokes
- Displaying cartoons, printed materials or other objects which are racially or ethnically offensive
- Displaying racist symbols
- Making derogatory comments or jokes about, or mimicking a person's physical or mental limitations
- Unwelcome proselytizing (promoting religious beliefs)
- Criticizing or making fun of another person's religious beliefs
- Making derogatory age-based comments, jokes or using age-based nicknames
- Making derogatory comments about veterans or members of the military
- Using City computers or other communication systems to access, send, receive or store racially, ethnically, age-related, disability related or religiously, etc. offensive material; and
- Other verbal, graphic, electronic physical or other conduct of a racial, ethnic, religious, age, disability or other prohibited nature that has the purpose or effect of creating an offensive work environment or otherwise unreasonably interfering with another employee's work.

The City of Keizer is committed to equal employment opportunities and restricts the types of behavior outlined in its policies, above, regardless of whether that conduct constitutes a legal violation. Also, it

is important to understand that these are just examples of conduct that is prohibited by this policy. Employees and other covered individuals are expected to exercise good judgment and refrain from other similar kinds of conduct. Also, conduct of this nature is prohibited even if it occurs off-duty, if it creates an offensive work environment or unreasonably interferes with another employee's or covered individual's work.

Employees should assume that conduct of this nature is unwelcome and will offend others. Therefore, employees are expected to refrain from engaging in such conduct, regardless of the circumstances. It is not an acceptable excuse that others participated in the conduct or did not appear to be offended. In addition, no one should suggest or threaten that an individual's cooperation with or tolerance of conduct of this nature will have any effect on that person's employment or status as a volunteer, intern or public official. The City does not make employment decisions on that basis.

POLICY AGAINST RETALIATION

The City respects the rights of its employees and others in our workplace to raise harassment and discrimination concerns and to participate in investigations. The City does not permit employees or others to retaliate against individuals who report harassment or discrimination, cooperate with investigations, testify in harassment proceedings or otherwise assist in the City's enforcement of our policies against discrimination and harassment.

"Retaliation" is broadly construed and may include on-duty or off-duty conduct, whether related to employment or not, that could discourage a reasonable person from making a complaint of discrimination, harassment or retaliation, or from testifying, assisting or participating in an investigation, proceeding or hearing. Retaliation includes treating another employee differently because they or someone close to them reported harassment, complained about discrimination or engaged in any of these types of activities.

It also includes giving an employee "the cold shoulder" or treating an employee or covered individual rudely because they or someone close to them reported harassment. Withholding information or cooperation necessary for them to do their job, changing work assignments or hours, because of their complaint or participation in enforcement of this policy etc. are also examples of retaliation. Retaliation also includes discouraging an employee or covered individual from reporting harassment or criticizing an employee or covered individual who reports harassment or cooperates in an investigation. Examples of this kind of retaliation include telling an employee or covered individual not to "rat" on another employee or covered individual who is committing harassment.

REPORTING PROCEDURES

Employees should promptly contact their Department Director, the Human Resources Director or the City Manager, whomever they are most comfortable reporting to. If the concern involves one of the people listed above, employees are expected to report the concern to a different person on the list. Employees should not report their concern only to the person they believe has (or is accused of having) violated this policy.

Examples of violations include those listed below:

- Discrimination in violation of City policy or equal employment opportunity laws;
- Any type of harassment or other conduct prohibited by the Policy Against Harassment, whether by an employee, volunteer, intern, public official or by anyone else they come into contact with through their job (vendors, citizens/customers, or other business visitors, etc.);
- Retaliation for the reporting of discrimination or harassment, opposing discrimination or harassment or cooperating with investigations; or

- Observed behavior or overheard comments that raise concerns regarding compliance with the City's Non-Discrimination Policy, Anti-Harassment Policy or Policy Against Retaliation toward others.

Any Supervisor who receives information about conduct that may violate these policies is required to immediately notify their Department Director, the Human Resources Director or the City Manager and to provide the employee raising the concern with a copy of this policy. When a Department Director, the Human Resources Director or the City Manager receives a report of alleged discrimination, harassment or retaliation, they must document what is reported and provide the employee with a copy of this policy. Anyone that receives a report of alleged discrimination, harassment, or retaliation should promptly notify the Human Resources Director, or if a report involves the Human Resources Director, notify the City Manager.

All employees and covered individuals who believe that they have been subject to or witnessed conduct in violation of the City's Equal Employment Opportunity Policies are also advised to document those incidents.

Employees are encouraged to promptly report complaints and work with the City to voluntarily disclose and report information regarding incidents of workplace harassment and informally resolve problems involving violations of our Equal Employment Opportunity policies. Covered individuals have a legal right to report Workplace Harassment under Oregon law for up to four (4) years from the date on which the alleged harassment occurred. The City, however, does not place any time limits on the ability to report violations through the City's internal complaint procedures. Regardless, all covered individuals are expected and encouraged to report incidents that violate these policies at the earliest opportunity in order to maximize the City's ability to conduct a prompt and thorough investigation and prevent further occurrences of prohibited conduct. Our ability to resolve these kinds of problems is dependent on employee cooperation in reporting incidents that create an offensive or hostile work environment. All City employees, volunteers, interns and public officials have an affirmative obligation to promptly report violations of our policy and cooperate with investigations.

INVESTIGATIONS AND VIOLATIONS

All complaints of violations of the City's Equal Employment Opportunity policies shall be promptly investigated by a person designated by the City, such as the Human Resources Director or an outside investigator. Consistent with applicable law, the name of the complainant is kept confidential during the investigation. Witness names and other information related to the investigation is also kept confidential to the extent the City determines confidentiality can be maintained while allowing us to comply with our legal obligations, including the responsibility to conduct a thorough investigation and maintain a workplace free of the types of unwelcome conduct prohibited above.

If the City finds that an employee has violated its policies, appropriate disciplinary action up to and including immediate discharge shall be taken. Action will also be taken to address violations made by volunteers, interns, public officials and others who violate our policies, which may include discharge from the volunteer or intern position. In addition, other corrective action, such as individualized training and other steps may be taken as the City determines appropriate.

FOLLOW-UP WITH COVERED INDIVIDUALS

Consistent with applicable law and best practices, it is our policy to follow up with the victim of alleged harassment at least once every three months for one year following the date on which the City received the report to ensure that any harassment or other policy violations have stopped and that the victim is not subject to retaliation. These follow-up contacts will occur unless the victim objects in writing to this practice. The City may, in its discretion, also follow up with witnesses and others who cooperated in an investigation, including employees and other covered individuals who reported conduct that was not

determined to be a violation of this policy, for the purpose of enforcing anti-retaliation prohibitions. Employees, volunteers, interns, and public officials who have questions or concerns about our Equal Employment Opportunity Policies are encouraged to contact the Human Resources Director or follow the Reporting Procedures outlined in those policies.

RECORDS RELATING TO HARASSMENT

Notices of leave pending investigation, notice of interviews, due process notices and disciplinary notices are generally maintained in personnel files. Other documents related to complaints and investigations are maintained in confidential files for a *minimum* period of the 5-year statute of limitations or the minimum retention period required under Oregon law, whichever is longer. Such records are generally released only as the City determines appropriate to defend against legal claims, establish consistency and lack of discrimination, to establish that an employee or covered individual received notice of standards of conduct required under this policy, and when otherwise required by applicable law. If documents are removed from a personnel file as required by an applicable collective bargaining agreement or any other reason, they will nevertheless be retained by the City as required by other applicable law(s).

PROHIBITED AND VOLUNTARY AGREEMENTS

All employees and other covered individuals should be aware that, the City of Keizer does not require or coerce any employee or covered individual to enter into any non-disclosure (confidentiality) or non-disparagement agreement that would prohibit them from discussing alleged discrimination, harassment (including sexual assault) in the workplace. This includes any conduct that occurs between employees/covered individuals, between an employer and the employee/covered individual in the workplace or at a work-related event coordinated by the City, or that occurs between an employee/covered individual and the employer off of City property.

Employees and other covered individuals claiming to be aggrieved by Workplace Harassment may, however, voluntarily request to enter into an agreement (e.g. separation, severance or settlement agreements) containing a confidentiality, non-disparagement and/or no-rehire provision(s). Although the City is not obligated to offer or agree to any such separation, severance or settlement agreement, an employee or other covered individual who enters into such an agreement will also have the option to revoke the agreement within seven days after it is signed.

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose the amount of fact of any settlement or information regarding any complaint of Workplace Harassment, discrimination, or sexual assault.

A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party.

EMPLOYEE RESOURCES

Employees and covered individuals who believe they need counseling or other support services are encouraged to use the City's Employee Assistance Program (EAP). Additional information on the EAP can be found in the Employment Benefits section of this Manual. The Oregon Health Authority or the Oregon Board of Licensed Professional Counselors and Therapists may also have additional information to help connect employees with counseling and other support services.

More information can be found on the websites for these agencies at:

<https://www.oregon.gov/oha/pages/index.aspx>

<https://www.oregon.gov/oblpt/Pages/Websites.aspx>.

OTHER COMPLAINT AND ENFORCEMENT OPTIONS

All employees and other individuals covered by these policies should also be aware that they have the right to make complaints to and seek remedies through the Oregon Bureau of Labor and Industries' complaint resolution process or by filing claims in court as well as to pursue their rights under other available laws, whether civil or criminal. The City does not provide any employee or other covered individual with legal advice. However, all employees and covered individuals should be aware that time limits apply to the ability to pursue civil and criminal complaints. For example, claims made with the Oregon Bureau of Labor and Industries for alleging discrimination or harassment under Oregon law [based on race, color, religion, disability, uniformed/military service, sex, sexual orientation, national origin, marital status or age (18 or older), (or because of this status of anyone the employee associates with), or because of an individual's expunged juvenile record], must generally be filed within 5 years from the date of the alleged unlawful practice. This same statute of limitations applies to such claims filed in court when no Bureau of Labor and Industries claim has been filed. However, conduct that occurred prior to October 2019 is subject to a shorter (1 year) statute of limitations and different statutes of limitations apply under federal law (*generally* claims must be filed within 180 days with the federal EEOC or within 300 days if state or local law prohibits the same conduct and a state or local agency enforces a law that prohibits employment discrimination on the same basis). The statute of limitations for criminal complaints varies based on the nature and degree of the conduct.

Please also be aware that Oregon law requires that individuals bringing claims against a public officer, employee or agent of a public body or a public body (e.g., the City) must first provide a notice of claims (often referred to as a Tort Claims Notice). Except as otherwise provided by ORS 30.275 (such as for minority, incompetency, or other incapacity), the Tort Claims Notice must generally be provided within 180 days of the alleged loss or injury.

Covered individuals who want more information may contact the Oregon Bureau of Labor and Industries at: <https://www.oregon.gov/boli>. They may also contact local law enforcement, or contact an attorney of their choosing. The Oregon State Bar provides a referral service through which employees may be connected with attorneys. Information regarding this service can be found at: <https://www.osbar.org/public/ris>.

For employees and others whose legal rights are determined to have been violated, additional remedies, such as back pay, counseling or medical costs; attorney fees, pain and suffering, and punitive damages may be available.

PREGNANCY AND DISABILITY ACCOMMODATION

The City of Keizer is committed to complying fully with state and federal pregnancy and disability accommodation laws. If workplace modifications or other assistance to accommodate pregnancy are required (including but not limited to pregnancy, childbirth or a related medical condition, such as lactation) or disability, it is the employee's responsibility to contact the Human Resources Director to make sure they are aware of not only of pregnancy or disability, but also the need for accommodation.

Reasonable accommodations may include acquisition or modification of equipment or devices, schedule modifications, allowances for service animals, and other job modifications that are intended to enable a pregnant or disabled employee to perform their essential job duties. When an employee advises Human Resources of a condition that they believe requires accommodation, Human Resources work with them to review their job limitations, requested and other potential accommodation(s) etc., and discuss the matter with them to determine what, if any, reasonable accommodations can be made to enable them to perform their job duties in a safe and satisfactory manner. All employees are expected

to cooperate with this process, including our requests for medical confirmation of their condition and the nature and extent of any limitations on their ability to perform their job duties.

The City does not create positions that do not exist to accommodate employees. However, if, even after any required reasonable accommodation, an employee is unable to perform their essential job duties, the City will then explore opportunities to place disabled employees in other existing and available positions that are, with or without reasonable accommodation, suited to their skills, abilities, and limitations.

If an employee has been provided an accommodation that they feel is not effective for any reason, the employee should promptly notify the Human Resources Director.

FITNESS FOR DUTY / MEDICAL EVALUATIONS

The City respects its employees' rights to privacy. However, in order to ensure that applicants for employment and current employees are qualified and able to safely perform the essential functions of their positions, the City may require the applicant or employee to participate in fitness for duty/medical evaluations (including physical and/or mental health evaluations, as applicable). For example, all law enforcement officers must complete a psychological screening to determine their fitness to serve as a law enforcement officer in accordance with applicable law.

Fitness for duty/medical evaluations may also be required whenever the City has a good faith concern about the employee's ability to perform their job duties with or without a direct threat to themselves or others, to support requests for medical leaves of absence and other workplace accommodations, etc. in accordance with applicable law. The City pays any out-of-pocket costs not covered by insurance for required medical evaluations. Employees who have medical or other restrictions on their ability to perform the duties and requirements of their position are expected to promptly notify their Supervisor and Human Resources. The City complies with applicable laws regarding medical examinations, and all medical information obtained is treated confidentially.

RELIGIOUS ACCOMODATION

The City of Keizer is also committed to complying fully with its reasonable accommodation obligations for the religious beliefs and practices of its employees. If an employee requires scheduling or other workplace modifications for their religious beliefs and practices, they are to contact the Human Resources Director.

EMPLOYEE RESIGNATIONS AND TERMINATIONS

REFERENCES

Non-law enforcement employees who leave our employment are given the option of authorizing the City to release information regarding their work performance, attendance (excluding FMLA/OFLA and other protected leaves), interpersonal relations, etc. on forms available through the Human Resources Office. If departing employees do not sign these forms, reference check information is generally limited to their length of employment, positions held, and other information required to be disclosed by applicable law (e.g., CDL driver records). The City does, however, reserve the right to share information with a prospective employer that, in its view, makes the employee unsuitable for the position sought.

All reference requests must be directed to the Human Resources Director for response on behalf of the City. The Human Resources Director determines what information is appropriate for disclosure. No employee may provide a reference, verbal or written, on behalf of/in their official capacity with the City without the prior knowledge and approval of the Human Resources Director. Law enforcement employees who leave the City's employment are subject to background and reference checks as determined appropriate by the Keizer Police Department.

EMPLOYMENT CLASSIFICATIONS

VOLUNTEERS

As a public entity, the City appreciates the service of many volunteers. Volunteers are individuals who donate their services to the City for civic or humanitarian reasons without contemplation or expectation of compensation in accordance with applicable law. City volunteers include the Mayor, City Councilors as well as board, commission, committee and task force members and individuals who assist in specific departments where volunteer duties have been established.

Although the City expects volunteers to meet our conduct and behavior standards (as well as any performance requirements related to the nature of their volunteer services), volunteers are not considered employees of the City and are not paid for their services or eligible for benefits. Volunteers may choose to discontinue their volunteer services at any time. The City may also discontinue volunteer services at any time for any reason without appeal rights or due process procedures.

City Councilors and Budget Committee Members are not eligible to hold a paid position with the City. Allowing such would result in supervisory issues given the separation of Administration and Council duties by City Charter; potential, perceived or actual conflict of interest in situations where parties are making recommendations or voting on budgetary issues related to the Event Center; and the need for dual identification in building access procedures.

Consistent with the Fair Labor and Standards Act (FLSA), individuals who have been hired into paid employment positions with the City (employees) are prohibited from volunteering to perform the same or similar work to the work they perform in their paid positions and from performing any volunteer work during their normal working hours. In order to avoid misunderstandings, City employees must obtain approval in writing from the City Manager or the City's Human Resources Director before performing any volunteer services for the City. City employees who want to also volunteer with the City, please contact Human Resources.

City employees may not serve as voting members on any type of City advisory body, such as task forces, committees, commissions or boards that would create a conflict of interest with their employment with the City (including but not limited to the prohibition on volunteering to perform the same/similar work they perform in their paid positions).

Likewise, although City employees may serve on outside boards and committees in any capacity, they must abstain from any topic or activity that may create a conflict of interest with their employment or position with the City. If unsure whether a potential conflict of interest may exist, contact the Human Resources Director or City Attorney.

WORKPLACE SAFETY

STATEMENT

All employees are required to review the City's Safety Manual and to refer to it for more detailed information regarding safety requirements and responsibilities of Supervisors and employees, as they relate to the compliance with the Oregon Occupational Safety and Health Division (Oregon OSHA) legal standards. In addition, employees are required to review and follow all Department specific manuals and related documents as provided by a Supervisor or Department Director.

The information below is an excerpt from the City of Keizer Safety Manual – Introduction and City of Keizer Safety Program Statement.

PHILOSOPHY

Safety at the City of Keizer is not just a concept, an idea, or a mind-set. Each and every employee is a valued member of our team. That's why it's so critical that we work together to ensure a safe environment for all. Employee safety cannot be a centralized function. To be effective, safety must be a "grassroots" effort, driven by every employee and volunteer. As such, we view safety as a critical part of everyone's job.

The success of our safety program requires each employee's personal commitment and constant attention to identify and eliminate potential hazards and support and advocate for consistently safe work habits. All City employees are expected to review and familiarize themselves with the City's Safety Manual and to regularly use it as a reference tool. It includes details on work practices that can prevent accidents, tools to implement and support department-specific safety programs, and other information that can protect our most valuable asset, our employees.

Even one employee injury is one too many! The expectation is that we see our safety practices in action every day. Let us strive together to be the best we can be in this crucial area and send everyone home as well or better than when they arrived.

The City of Keizer holds in high regard the safety, welfare, and health of our employees. Every reasonable effort shall be made to maintain a safe working environment. No job will be considered so important and no request so urgent that we cannot take time to perform our work safely.

SAFETY MANUAL

The primary purpose of the City of Keizer's Safety Manual is to provide employees with the information necessary to prevent accidents. The second function of the manual is to establish guidelines for departments to use to prevent and/or respond to work-place accidents. General information, as well as interpretations of state/federal regulations, and City Personnel Policies relating to safety, are all included in the manual. While the manual does not cover all of the City's risk management activities (certain departments may have risk management and safety procedures that are more detailed and specific), the written guidelines contained in the manual are the baseline and must be followed in all work areas of the City.

Our Safety Committee reviews and recommends safety programs and assists Management to promote safe working conditions. Some of the additional tools we use to maintain a safe work environment include safety orientation for new employees, timely and appropriate ongoing training including refresher training as needed, an active safety committee, an active self-inspection program, proper mechanical guards, and personal protective equipment.

Department Directors and Supervisors are required to know, reference, and use the City of Keizer's Safety Manual. They are also ultimately responsible for conveying this information to employees whenever such information is relevant to an employee's job. In addition, Department Directors and Supervisors develop and implement department specific safety programs which include regular group training, job specific training, provisions for safety equipment, and record keeping procedures. Most importantly, Department Directors and Supervisors understand and convey that safety is an important component of every employee's job performance.

Employees are asked to keep in mind that accidents don't just happen by themselves. They are "caused." An effective safety program led by a safety conscious work force, can prevent accidents. This is why the City is committed to providing an environment where all employees are expected to be safety conscious and every Supervisor is required to follow, promote, and enforce safe work practices and procedures. Cooperation and communication is essential to creating such an environment. For individual employee safety and personal risk management, as well as for the safety of others, talk about safety issues, read the safety manual, follow the written procedures, and always consider the "safest" way to do the job.

Questions about our safety program, policies, or expectations should be directed to a Supervisor, Department Director, Safety Committee Representative, or Human Resources. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of one another and our organization.

REPORTING INJURIES, ACCIDENTS AND UNSAFE WORKING CONDITIONS

See the City of Keizer Safety Manual for detailed information and direction on these important subjects. In an emergency situation, contact any Supervisor, any member of the Safety Committee or Human Resources.

We also encourage employees to bring general concerns and recommendations for improving workplace safety to our attention. General concerns and recommendations can be made to the Safety Committee or the employee's Supervisor. Employee concerns and recommendations are welcomed and carefully considered.

Reporting Injuries & Illnesses

Work related injuries and illnesses **must** be reported to a Supervisor as soon as possible. This is essential. Even though a work-related injury might appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. In the case of an on-the-job injury, a Supervisor/Employee Incident Report must be completed and submitted to the Human Resources Department within 3 days of the injury/illness. If medical treatment is sought, a Report of Job Injury or Illness - Form 801 must also be completed and returned to the City, within three (3) calendar days of receiving medical treatment.

Reporting Accidents

All employees are required to immediately report to the appropriate Supervisor or Human Resources any work-related accident involving other persons or their property, or injuries to the public. These accidents should be reported in sufficient detail to allow us to respond. Accidents involving City owned vehicles or personal vehicles being operated during City business shall also be reported immediately to the appropriate Supervisor, or Human Resources. Such accidents will be investigated. Accidents involving City owned equipment or City property when personal injury or property damages result must be

reported immediately to the appropriate Supervisor, who will determine if an investigation is warranted. Employees are required to cooperate fully with all accident investigations.

Managing & Reporting Unsafe Working Conditions

It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions. Employees who see an unsafe or dangerous working condition that can easily be corrected (such as a cord lying across a walkway), should fix the problem immediately. Use personal protective equipment as appropriate.

An employee who observe another employee working in a manner which might cause immediate injury to themselves or others is responsible to warn them of the danger. It is expected that employees communicate directly with their coworkers, in the interest of their safety. The employee should state their concern and the reasons behind it. If the unsafe behavior persists, they are to promptly notify an appropriate Supervisor.

If an employee witnesses a physical or environmental hazard, first and foremost, they are to provide for personal safety by restricting access to the hazard, or securing the area.

If a hazard is not easily eliminated, or if they are not authorized or prepared to eliminate the hazard in a safe manner, they are to report the hazard immediately. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions. In addition, all employees are expected to promptly report any unsafe working condition or other safety concerns to their Supervisor, Department Director, a member of the Safety Committee or the Human Resources Department. Employees shall follow-up by providing the reported information in writing as soon as practicable.

RETALIATION

It is important for all employees to understand that the City expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations. We do not allow Supervisors, Managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to their Supervisor, Department Director, Human Resources Department, or City Manager. These types of complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

USE OF TOBACCO PRODUCTS

In keeping with the City's intent to provide a safe and healthful environment, smoking and vaping are prohibited inside any of our buildings, vehicles or on our equipment, except for undercover police vehicles. This policy applies equally to all employees, citizens and visitors. As such, it is the responsibility of all employees to ensure that no person smokes or vapes inside City facilities, City vehicles or on City equipment. Smoking and vaping is restricted to areas beyond 10 feet of building entrances, exits, windows and air intake vents. Use of smokeless tobacco is discouraged in City buildings, vehicles or on equipment. Smoking, vaping and use of smokeless tobacco is discouraged at any time employees may be in the view of the public. Employees who smoke, vape or use smokeless tobacco consistent with this policy are expected to keep areas clean by disposing of cigarettes, matches and any other residual by-products in appropriate receptacles.

BLOODBORNE PATHOGENS

Some City employees and volunteers perform services, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. The City has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to bloodborne pathogens. Our Bloodborne Pathogens Exposure Control Plan can be found in the City of Keizer Safety Manual. In addition, the City conducts periodic training, at least annually on bloodborne pathogens and exposure control for those at most risk for exposure (specific employees in Code Enforcement, the Community Center, Police Department and Public Works).

CONTAGIOUS DISEASES

The City takes its responsibility to provide all employees with a safe and health work environment seriously. Employees are prohibited from reporting to work or returning to duty with a health condition which presents a direct threat to themselves or others. This prohibition includes knowingly reporting to work with a contagious disease, such as coronavirus, influenza, lice, mites, ringworm and strep throat, etc.

Even when the condition does not meet this standard (such as a mild case of the common cold), all employees are strongly encouraged to take appropriate time off to recuperate consistent with City time off policies and are expected to use appropriate precautions for limiting the spread of germs in the workplace, including covering coughs/sneezes, practicing social distancing and increased handwashing, etc. Employees are expected to be considerate of others in the workplace and to assist us in providing everyone with a safe and healthy work environment.

WORKPLACE VIOLENCE POLICY

As part of our commitment to safety, the City is committed to providing a work environment that is free of violence. Any acts or threatened acts of violence between coworkers, or between members of the public and City employees, are not tolerated regardless of where those acts or threatened acts occur, on or off duty. Employees engaging in violence or threatened violence are subject to disciplinary action, up to and including immediate involuntary termination of employment, and may be subject to other civil suits or criminal liability. The types of conduct listed below are prohibited.

Prohibited Conduct

1. Provoking, participating in or encouraging fights or other physical altercations.
2. Threatening the safety or well-being of another employee, volunteer, client or member of the public, whether directly or indirectly.
3. Vandalizing City property or the property of members of the public, business associates, vendors, volunteers, or other employees.
4. Screaming, cursing or engaging in outbursts of temper, particularly when directed at another employee, volunteer, member of the public or business associate.
5. Intimidating or coercing another employee, volunteer, member of the public or business associate.
6. Advocating or encouraging acts of violence toward others.
7. Being in possession of explosives or devices designed to detonate explosives on City Property, including parking lots or in City vehicles.
8. Being in possession of guns and weapons on City property, including parking lots or in City vehicles unless approved in writing by the City Manager, Chief of Police and Human Resource Director. This prohibition does not apply to authorized possession of guns and weapons by law enforcement personnel, nor does it apply to the lawful possession of concealed weapons in an employee's locked vehicle parked in a City parking lot.

9. Distributing “hate” literature or engaging in other communications that advocate violence.
10. Engaging in any other conduct the City considers menacing, threatening or violent, whether directly or indirectly.

Guidelines

1. If an employee is in immediate fear for their safety or the safety of another person, they should call 911 and notify their Supervisor or another member of management, if possible.
2. Employees should always take bomb threats or other threats of harm to persons or property very seriously and not ignore them.
3. If threats are received on voice mail, the message should not be deleted until the police have had an opportunity to record the message.
4. Employees may request that members of the public who yell or threaten them, their coworkers, etc. to immediately leave the premises.

Reporting Procedures

Employees should immediately report incidents that involve violations of this policy to their Supervisor, Department Director, Human Resources or the City Manager. Incidents are investigated. Violators are subject to discipline as we determine appropriate, up to and including discharge. Retaliation against those who report incidents, or provide information in connection with an investigation, will not be tolerated. Employees who engage in retaliation are subject to immediate discharge.

SAFETY COMMITTEE

The City of Keizer is committed to providing a safe work environment for our employees. As a result, the City has established a centralized Safety Committee which includes representatives from subcommittees in the Police Department and Public Works Department, to ensure adequate coverage of the unique safety and health concerns for each of our locations. Our Safety Committee works with management to prevent accidents and injuries, and is responsible for making recommendations on improving safety and health in the work place. In particular, the Committee has been charged with the responsibility to identify problems and obstacles which impact loss prevention; identify hazards and suggest corrective actions; help identify employee safety training needs and develop accident investigation procedures. Additional details regarding the Safety Committee can be found in the Safety Manual.

INCLEMENT WEATHER & CITY OFFICE CLOSURE

All departments and offices of the City are open for regularly scheduled business during all weather conditions, unless closed by the City Manager or designee within federal and state statutes. In the event weather conditions disrupt work schedules, the following conditions apply:

1. Employees are expected to report to work during their regularly scheduled shift.
2. An employee who decides they cannot report for work, reports to work late, or leaves early due to weather conditions, is required to use vacation time, compensatory time, personal leave or leave without pay for time lost. Sick leave may not be used for lost time under these circumstances.
3. In the event the City Manager or, in the absence of the City Manager, the person designated to act on their behalf, advises employees that the Department where they work is closed to staff, as well as the public, and specifically directs the employees not to report to their duty stations before the opening hours of operation or during the hours of operation, and when it is no fault of the employee(s), the City pays for any portion of their regular shift not worked. The employee must

report to their Supervisor each day until the City reopens utilizing the communication method specified by their Supervisor or designee.

4. In the event the City offices are closed during the work day and employees are sent home with pay, those employees are considered to be on-call and must remain available to perform work at home, as well as to report back to their duty station within one hour, unless it would be unsafe for them to do so.

EMERGENCY SITUATION PROCEDURES

During emergency situations while on City premises, follow the guidelines in the Internal Emergency Operations Plan. During emergency situations while away from work, employees may be called back to work even if the employee has completed their shift. Employees are required to report back to their duty stations and carry out such duties as assigned by a designated City of Keizer Supervisor. When an incident of catastrophic dimension occurs, the City realizes that employees have a duty first to secure their families prior to reporting back to the City.

For additional information or answers to questions about any Workplace Safety and Health topic or training opportunities, please refer to the City of Keizer Safety Manual, contact any Safety Committee Member or the Human Resources Department.

COMPENSATION

CLASSIFICATION REVIEW AND RECLASSIFICATION

The City has established pay classification plans designed to provide consistency in our pay scales and similar pay for similar responsibilities and job functions. Positions are generally grouped by “class” and a pay scale is established for each “class” of position. A “class specification” for each class of jobs provides a general outline of the characteristic duties, responsibilities, qualification requirements, etc. that are applicable to that class of positions and that distinguish the class from other classes of jobs. The “Class Title” is the official title of each position allocated to the class for the purpose of personnel actions. It is used on payroll, budget estimates and official records and reports relating to the position. A different “Working Title” may be used when determined to be helpful in identifying the role of the employee to customers, etc. if authorized by the Department Director. However, working titles have no bearing on the official designated classification of any position.

Prior to the assignment of a new ongoing duty or set of duties to an employee, the Supervisor generally reviews the classification specifications to determine if the duties are appropriate for that employee’s classification. However, all classification system assignments are determined by Human Resources. The Human Resources Director allocates positions to the appropriate classification and may make revisions in the Classification System including the reclassification of existing positions, combination and/or revision of existing classes, and deletion of obsolete classes, with review and approval of the City Manager. The Human Resources Director also establishes new classifications which require review and approval of both the City Manager and the City Council.

Managed Cost of Living (COLA) Based Annual Increases

The City recognizes that fluctuations in the state’s economy will affect the market value of wages and salaries. As a result, the pay matrix is amended each calendar year in July to reflect these fluctuations by incorporating any increases necessary into the matrix utilizing the CPI-W (Consumer Price Index-W) Western Region Size B-C for the prior year (January-December) as the primary guiding factor for determining the increase amount. Such increases are subject to available funding and budget approval, and may be revised by City Council Resolution.

Critical Language

Any City employee is eligible to receive a language differential of five percent (5%) for Spanish if the City Manager determines that their position requires the employee to regularly use both English and Spanish on a day-to-day or other frequent basis for the benefit to the City and the employee has this skill. To be eligible, the employee must be fluent in the language as determined by the City Manager, based upon a testing program approved by the City.

Non-Critical Language

Any City employee is eligible to receive a language differential of five percent (5%) for Russian or American Sign Language for the shift during which they are required to use the language as confirmed by their supervisor.

RETIREMENT

DEFERRED COMPENSATION WITH CITY MATCH

The City offers a voluntary deferred compensation plan to all full-time and part-time employees effective the date of hire. Employee contributions are paid through payroll deductions and, depending on the type of plan selected, may be tax deferred or paid using post-tax dollars. The City will contribute six percent (6%) of an employee's gross salary to an employee's individual deferred compensation plan. Employees are responsible to initiate their own plan. Employees may continue to contribute individually to their plan at their election. Contributions are subject to IRS regulations. The amount of the City's contribution is determined by City Council Resolution and future contributions can be changed by the City Council, consistent with the plan document and any applicable collective bargaining agreements.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Resolutions for Boards, Commissions and Committees

Proposed Motion

I move to adopt all resolutions presented in the packet that amend the Volunteer Coordinating Committee, the Traffic Safety/Bikeways/Pedestrian Committee, the Keizer Parks and Recreation Advisory Board, the Keizer Emergency Planning Committee, and the Audit Committee, and repealing all prior, related resolutions mentioned therein.

I. Summary

In amending the Council Rules of Procedure, the underlying resolutions related to the various City committees needed to be amended to come into compliance regarding Council appointees.

II. Background

- A. Each City committee, commission, or board has its own underlying resolution and appendix "A" that establishes the purpose, membership, terms, officers, and meeting requirements. When the Keizer City Council recently adopted amendments to the Rules of Procedure, each underlying resolution and appendix "A" needed to be brought into alignment with the Rules.

III. Current Situation

- A. The Council has recently already amended the ordinance for the Planning Commission and the resolution for the Keizer Public Arts Commission. The Budget Committee and the Long Range Planning Task Force do not need to be changed as they are in alignment with the Rules of Procedure due to their composition. This leaves the Volunteer Coordinating Committee, the Traffic Safety/Bikeways/Pedestrian Committee, the Keizer Parks and Recreation Advisory Board, the Keizer Emergency Planning Committee, the Audit Committee, and the Community Diversity Engagement Committee (CDEC). Of these remaining boards, commissions, and committees, the CDEC is still being discussed, so any changes that will come out of those discussions can be accomplished at a future time.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - When rules are out of alignment, it is important to address it in a timely fashion.

D. **Policy/Legal** - Bringing the underlying resolutions into alignment with the recent amendments to the Council Rules of Procedure is helpful in avoiding confusion and demonstrating good bookkeeping.

V. Alternatives

A. Adopt the resolutions as-is.

B. Only adopt some resolutions and send others back for amendments.

C. Send all resolutions back for amendments.

D. Table the topic for future discussion or action.

VI. Recommendation

Staff recommends adoption of all resolutions as-is.

Attachments

1. RES_Audit Committee
2. RES_Keizer Emergency Planning Committee
3. RES_Parks and Recreation Advisory Board
4. RES_Traffic Safety Bikeways and Pedestrian Committee
5. RES_Volunteer Coordinating Committee
6. RES_CC_Amending the Audit Committee_3 3 2025
7. RES_CC_Amending Emergency Planning Committee_3 3 2025
8. RES_CC_Amending Parks and Recreation Advisory Board_3 3 2025
9. RES_CC_Amending Traffic Safety Bikeways and Pedestrian Committee_3 3 2025
10. RES_CC_Amending the Volunteer Coordinating Committee_3 3 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023- 3418

**AMENDING THE AUDIT COMMITTEE; AMENDING
RESOLUTION NO. R93-627; REPEAL OF RESOLUTION
R2022-3338**

WHEREAS, the City Council adopted Resolution No. R93-627 establishing the
Audit Committee on April 5, 1993;

WHEREAS, the City Council adopted Resolution No. R2013-2312 amending the
Audit Committee on January 22, 2013;

WHEREAS, the City Council adopted Resolution R2022-3338 amending the
Audit Committee on November 7, 2022;

WHEREAS, the City Council wishes to amend the membership section to allow
appointment of a Youth liaison;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
R93-627 is hereby amended by replacement of Attachment A with the attached
Appendix "A", and by this reference incorporated herein.

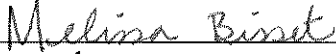
BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
Resolution No. 2022-3338 is hereby repealed in its entirety.

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

3 PASSED this 6th day of November, 2023.

4
5 SIGNED this 6th day of November, 2023.

6
7 
8 Mayor

9
10 
11 City Recorder

Appendix "A"
City Council Committee

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2023- 3406

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5 ESTABLISHING THE KEIZER EMERGENCY PLANNING COMMITTEE;
6 **REPEALING RESOLUTION R2009-1987**

7
8 WHEREAS, the City Council established a committee in 1993 to update the
9 Emergency Operations Plan and such committee was dissolved upon the completion of
10 the task assigned;

11 WHEREAS, the City Council established a committee in 2009 to update the
12 Emergency Operations Plan and the committee has completed its task assigned;

13 WHEREAS, the Emergency Planning Committee has not met since the
14 completion of its task;

15 WHEREAS, it is appropriate for the City Council to establish the Keizer
16 Emergency Operations Committee under the new format and set a new membership so
17 an update of the Emergency Operations Plan can take place;

18 WHEREAS, the City Council wishes to establish the Keizer Emergency Planning
19 Committee to work in coordination with the Keizer Emergency Manager and/or City
20 Manager to implement and refine policy governing the Emergency Operation Plan;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Keizer
23 Emergency Planning Committee, is hereby established as outlined in Appendix "A",
24 which is attached hereto and by this reference incorporated herein.

1 BE IT FURTHER RESOLVED that the members shall be appointed by its
2 respective organizations.

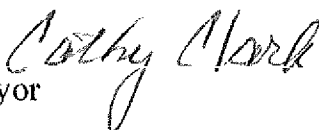
3 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
4 Resolution No. R2009-1987 is hereby repealed in its entirety.

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

7 PASSED this 21st day of August, 2023.

8
9 SIGNED this 21st day of August, 2023.

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16


Mayor


City Recorder

Appendix "A"

City Council Committee

Name: Keizer Emergency Planning Committee

Purpose: To implement, test and refine the policy established in the Emergency Operations.

Membership: The Committee shall consist of twelve (12) voting members.

1. Keizer Emergency Manager or City Manager Designee (1)
2. City Manager (1)
3. Chief of Police or their Designee (1)
4. Public Works Director (1)
5. Keizer Community Emergency Response Team (CERT) (1)
6. Council Member (1)
7. Marion County Emergency Manager (1)
8. Citizen at Large (1)
9. Keizer Fire District (1)
10. American Red Cross (1)
11. Marion County Fire District 1 (1)
12. Salem Emergency Manager or Designee of the Salem City Manager (1)

The Mayor will appoint the Council Member to the Committee and will make such announcement at a regularly scheduled Council meeting. The Council Member may be substituted with another Council Member. The Citizen at Large member shall be appointed by the City Council following a recommendation by the Volunteer Coordinating Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure.

Term of Office: The Council Member shall be appointed for a term pursuant to the Council Rules of Procedure. All other members of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify

the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2014-2503

AMENDING THE KEIZER PARKS AND RECREATION
ADVISORY BOARD; **AMENDING RESOLUTION NO.
R2013-2318**

WHEREAS, the City Council adopted Resolution No. R2013-2318 reestablishing
the Keizer Parks and Recreation Advisory Board;

WHEREAS, the City Council wishes to amend the membership section to allow
appointment of a Youth liaison;

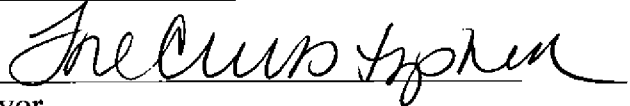
NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
R2013-2318 is hereby amended in Appendix "A", which is attached hereto and by this
reference incorporated herein.

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

PASSED this 20th day of October, 2014.

SIGNED this 20th day of October, 2014.



Mayor



City Recorder

Appendix "A"
City Council Advisory Board

Name:	Keizer Parks and Recreation Advisory Board
Purpose:	The Board will serve in an advisory capacity to the City Council on issues pertaining to Keizer public parks, operating policies, and long range plans. In addition, the Board will act in the role of community catalyst in the formation and achievement of a comprehensive community-wide parks and recreation system.
Membership:	The Board shall consist of nine (9) voting members to be appointed as outlined by the City Council Rules of Procedure. Members may be chosen from among such persons concerned with and interested in the conservation and development of public parks and playgrounds and like public placed in the City. The Council will appoint a non-voting Youth liaison to the Board pursuant to the Council Rules of Procedure. The Mayor will appoint a non-voting Council liaison to the Board and make such announcement at a regularly scheduled Council meeting. The Board will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Board shall be appointed for a three-year term. The terms of the members shall be staggered so that not more than one-third of the members will expire in the same year.
Chair and Vice-Chair:	The Board will elect a Chair and Vice-Chair at the first meeting of each calendar year.
Meetings:	Members of the Board shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Board shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.
Attendance:	It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Board may be removed by a two-thirds majority vote of the City Council.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2024- 3503

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5
6 AMENDING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
7 COMMITTEE; AMENDING RESOLUTION NO. R2012-2256;
8 REPEALING RESOLUTION R2023-3403
9

10
11 WHEREAS, the City Council adopted Resolution No. R2012-2256 establishing
12 the Traffic Safety/Bikeways/Pedestrian Committee on July 2, 2012;

13 WHEREAS, the City Council adopted Resolution No. R2017-2820 amending the
14 membership section in Appendix A of the Committee on December 4, 2017;

15 WHEREAS, the City Council adopted Resolution R2023-3403 to amend the
16 purpose section in Appendix A on August 7, 2023;

17 WHEREAS, the City Council wishes to amend the purpose section in Appendix
18 A of the Committee as recommended by the Committee;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
21 R2012-2256 is hereby amended by replacement of Appendix "A" with the attached
22 Appendix "A", and by this reference incorporated herein.

23 BE IT FURTHER RESOLVED that the current members shall continue in their
24 terms of office as appointed.

25 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
26 Resolution No. R2023-3403 is hereby repealed in its entirety.

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

3 PASSED this 3rd day of September, 2024.

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5 SIGNED this 3rd day of September, 2024.

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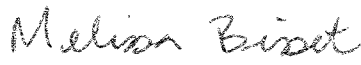
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Mayor


City Recorder

Appendix "A"

City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The powers and duties of the Committee shall include, but are not limited to:

1. Develop, prioritize, and recommend coordinated traffic safety programs.
2. Develop recommendations for inclusion in the Bicycle System component of the Keizer Transportation System Plan, including an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. Proactively recommend traffic safety priorities for the City, including recommendations developed through the Neighborhood Traffic Management Program process.
4. Review and recommend project applications for funding (e.g. Safe Routes to School, Connect Oregon, other bike/pedestrian funding competitions).
5. Provide traffic and transportation-related research and information to official agencies of the City.
6. Coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
7. Promote public knowledge and compliance with traffic safety programs and laws and emerging issues (e.g. policy development on issues like e-mobility devices, and autonomous vehicles).
8. Promote expanding transportation options that increase safety, efficiency, health, and independence.
9. Provide an oral report of its activities to the Council at a Regular Session following the Committee meeting and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Mayor will appoint the non-voting Council liaison to the Committee and will make such announcement at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City

Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2023-3422

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6 AMENDING THE VOLUNTEER COORDINATING COMMITTEE;
7 **AMENDING RESOLUTION R2013-2328**
8

9
10 WHEREAS, the Council reestablished a Volunteer Coordinating Committee by
11 Resolution R2013-2328;

12 WHEREAS, the Council wishes to amend the membership section to allow
13 appointment of a Youth liaison;

14 NOW, THEREFORE,

15 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
16 R2013-2328 is hereby amended in Appendix "A" by replacing Appendix "A" with the
17 attached Appendix "A", and by this reference incorporated herein.

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

20 PASSED this 6th day of November, 2023.

21
22 SIGNED this 6th day of November, 2023.

23
24 Cathy Clark
25 Mayor

26
27 Melina Bisset
28 City Recorder

Appendix "A"
City Council Committee

Name:	Volunteer Coordinating Committee
Purpose:	The Committee will serve in an advisory capacity to the City Council and shall be responsible for the following: 1. Identify functions and activities where volunteers can help the City; 2. Solicit volunteers for all City Boards, Committees and Commission; 3. Solicit and match volunteer needs for special projects and activities within the City; 4. Recruit, interview, and recommend Board, Committee, and Commission appointments to the City Council; 5. Assist in training of volunteers and public relation items pertaining to the individual Board, Committee, and Commissions; 6. Annual recognition for the City volunteers.
Membership:	The Committee shall consist of seven (7) voting members. Each of the seven (7) members shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding with the position of the Council member responsible for their appointment. The Mayor will appoint a non-voting Council liaison to the Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.
Chair and Vice-Chair:	The Committee will elect a Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

**AMENDING THE AUDIT COMMITTEE; AMENDING
RESOLUTION NO. R93-627; REPEAL OF RESOLUTION
R2023-3418**

WHEREAS, the City Council adopted Resolution No. R93-627 establishing the
Audit Committee on April 5, 1993;

WHEREAS, the City Council amended the Audit Committee in 2013 and 2022;

WHEREAS, the City Council adopted Resolution R2023-3418 amending the
Audit Committee in 2023;

WHEREAS, the City Council wishes to amend the membership section to allow
Council to appoint the members;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
R93-627 is hereby amended by replacement of Attachment A with the attached
Appendix "A", and by this reference incorporated herein.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
Resolution No. 2023-3418 is hereby repealed in its entirety.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

Appendix "A"
City Council Committee

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

**AMENDING THE KEIZER EMERGENCY PLANNING COMMITTEE;
AMENDING RESOLUTION R2023-3406**

WHEREAS, the City Council established the Keizer Emergency Planning Committee by Resolution R2023-3406 on August 21, 2023;

WHEREAS, the City Council wishes to amend the membership section of the Committee to allow Council to appoint the Council Member to the Committee;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2023-3406 is hereby amended by replacing Appendix "A", which is attached hereto and by this reference incorporated herein.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

Appendix “A” City Council Committee

Name: Keizer Emergency Planning Committee

Purpose: To implement, test and refine the policy established in the Emergency Operations.

Membership: The Committee shall consist of twelve (12) voting members.

1. Keizer Emergency Manager or City Manager Designee (1)
2. City Manager (1)
3. Chief of Police or their Designee (1)
4. Public Works Director (1)
5. Keizer Community Emergency Response Team (CERT) (1)
6. Council Member (1)
7. Marion County Emergency Manager (1)
8. Citizen at Large (1)
9. Keizer Fire District (1)
10. American Red Cross (1)
11. Marion County Fire District 1 (1)
12. Salem Emergency Manager or Designee of the Salem City Manager (1)

The Council will appoint the Council Member to the Committee and will make such appointment at a regularly scheduled Council meeting. The Council Member may be substituted with another Council Member. The Citizen at Large member shall be appointed by the City Council pursuant to the Council Rules of Procedure and relevant statutory requirements. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure.

Term of Office: The Council Member shall be appointed for a term pursuant to the Council Rules of Procedure. All other members of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify

the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AMENDING THE KEIZER PARKS AND RECREATION
ADVISORY BOARD; **AMENDING RESOLUTION NO.
R2013-2318; REPEAL OF RESOLUTION R2014-2503**

WHEREAS, the City Council adopted Resolution No. R2013-2318 reestablishing
the Keizer Parks and Recreation Advisory Board;

WHEREAS, the City Council adopted Resolution R2014-2503 to allow
appointment of a Youth liaison;

WHEREAS, the City Council wishes to amend the membership section to allow
appointment of a Council liaison by the Council;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
R2013-2318 is hereby amended in Appendix "A", which is attached hereto and by this
reference incorporated herein.

BE IT FURTHER RESOLVED that Resolution R2014-2503 is hereby repealed in
its entirety.

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

3 PASSED this _____ day of _____, 2025.

5 SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

Appendix "A"
City Council Advisory Board

Name:	Keizer Parks and Recreation Advisory Board
Purpose:	The Board will serve in an advisory capacity to the City Council on issues pertaining to Keizer public parks, operating policies, and long range plans. In addition, the Board will act in the role of community catalyst in the formation and achievement of a comprehensive community-wide parks and recreation system.
Membership:	The Board shall consist of nine (9) voting members to be appointed as outlined by the City Council Rules of Procedure and relevant statutory requirements. Members may be chosen from among such persons concerned with and interested in the conservation and development of public parks and playgrounds and like public placed in the City. The Council will appoint a non-voting Youth liaison to the Board pursuant to the Council Rules of Procedure. The Council will appoint a non-voting Council liaison to the Board and make such announcement at a regularly scheduled Council meeting. The Board will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Board shall be appointed for a three-year term. The terms of the members shall be staggered so that not more than one-third of the members will expire in the same year.
Chair and Vice-Chair:	The Board will elect a Chair and Vice-Chair at the first meeting of each calendar year.
Meetings:	Members of the Board shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Board shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.
Attendance:	It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Board may be removed by a two-thirds majority vote of the City Council.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2025-____

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6 AMENDING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
7 COMMITTEE; AMENDING RESOLUTION NO. R2012-2256;
8 REPEALING RESOLUTION R2024-3503
9

10
11 WHEREAS, the City Council adopted Resolution No. R2012-2256 establishing
12 the Traffic Safety/Bikeways/Pedestrian Committee on July 2, 2012;

13 WHEREAS, the City Council adopted Resolution No. R2017-2820 amending the
14 membership section in Appendix A of the Committee on December 4, 2017;

15 WHEREAS, the City Council adopted Resolution R2023-3403 to amend the
16 purpose section in Appendix A on August 7, 2023;

17 WHEREAS, the City Council adopted Resolution R2024-3503 to amend the
18 purpose section in Appendix A on September 3, 2024;

19 WHEREAS, the City Council wishes to amend the membership section in
20 Appendix A of the Committee to allow for the Council to appoint the non-voting
21 Council liaison;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
24 R2012-2256 is hereby amended by replacement of Appendix "A" with the attached
25 Appendix "A", and by this reference incorporated herein.
26

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
2 Resolution No. R2024-3503 is hereby repealed in its entirety.

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

5 PASSED this _____ day of _____, 2025.

6
7 SIGNED this _____ day of _____, 2025.

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Mayor

City Recorder

Appendix “A” City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The tasks of the Committee shall include, but are not limited to:

1. Develop, prioritize, and recommend coordinated traffic safety programs.
2. Develop recommendations for inclusion in the Bicycle System component of the Keizer Transportation System Plan, including an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. Proactively recommend traffic safety priorities for the City, including recommendations developed through the Neighborhood Traffic Management Program process.
4. Review and recommend project applications for funding (e.g. Safe Routes to School, Connect Oregon, other bike/pedestrian funding competitions).
5. Provide traffic and transportation-related research and information to official agencies of the City.
6. Coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
7. Promote public knowledge and compliance with traffic safety programs and laws and emerging issues (e.g. policy development on issues like e-mobility devices, and autonomous vehicles).
8. Promote expanding transportation options that increase safety, efficiency, health, and independence.
9. Provide an oral report of its activities to the Council at a Regular Session following the Committee meeting and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Council will appoint the non-voting Council liaison to the Committee at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City Council Rules of Procedure and relevant statutory requirements.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AMENDING THE VOLUNTEER COORDINATING COMMITTEE;
**AMENDING RESOLUTION R2013-2328; REPEALING
RESOLUTION R2023-3422**

WHEREAS, the Council reestablished a Volunteer Coordinating Committee by
Resolution R2013-2328;

WHEREAS, the Council amended the Volunteer Coordinating Committee by
Resolution R2023-3422;

WHEREAS, the Council wishes to amend the membership section to allow
Council to appoint a non-voting Council liaison;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
R2013-2328 is hereby amended in Appendix "A" by replacing Appendix "A" with the
attached Appendix "A", and by this reference incorporated herein.

BE IT FURTHER RESOLVED that Resolution R2023-3422 is hereby repealed in
its entirety.

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

3 PASSED this _____ day of _____, 2025.

4
5 SIGNED this _____ day of _____, 2025.

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7
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Mayor

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City Recorder

Appendix "A"
City Council Committee

Name:	Volunteer Coordinating Committee
Purpose:	The Committee will serve in an advisory capacity to the City Council and shall be responsible for the following: 1. Identify functions and activities where volunteers can help the City; 2. Solicit volunteers for all City Boards, Committees and Commission; 3. Solicit and match volunteer needs for special projects and activities within the City; 4. Recruit, interview, and recommend Board, Committee, and Commission appointments to the City Council; 5. Assist in training of volunteers and public relation items pertaining to the individual Board, Committee, and Commissions; 6. Annual recognition for the City volunteers.
Membership:	The Committee shall consist of seven (7) voting members. Each of the seven (7) members shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding with the position of the Council member responsible for their appointment. The Council will appoint a non-voting Council liaison to the Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.
Chair and Vice-Chair:	The Committee will elect a Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Intergovernmental Agreement with Marion County for Ballot Box

Proposed Motion

I move to adopt Resolution R2025-___ Authorizing the City Manager to Sign Intergovernmental Agreement for Use of Property for Placement of Drive-up Ballot Box at City Hall.

I. Summary

The current Permit for Use of Property for the Marion County Ballot box has been in place since 2015 and is set to expire on March 31, 2025. A new Intergovernmental Agreement has been drafted which would allow Marion County to continue to maintain and operate the existing ballot drop box.

II. Background

- A. In 2015 the City of Keizer issued a Permit for Use of Property to Marion County for a ballot box and metal posts for the use by the public to deposit ballots.
- B. The Permit for Use of Property was from April 1, 2015, through March 31, 2020, and auto-extended for an additional five years. The current Permit for Use will expire on March 31, 2025.
- C. The City of Keizer and Marion County have not had an Intergovernmental Agreement related to the ballot drop box.
- D. Due to the popularity of the location of the ballot drop box, a larger ballot box was installed by Marion County in 2024.

III. Current Situation

- A. The current Permit for Use of Property for the Marion County Ballot box has been in place since 2015 and is set to expire on March 31, 2025. A new Intergovernmental Agreement has been drafted establishing terms and conditions and allowing the County to continue to maintain and operate the existing ballot drop box.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - No funds will be exchanged between the City and County.

C. **Timing** - The current permit expires on March 31, 2025. The new Intergovernmental Agreement would be effective on the date signed by all parties and will expire on December 31, 2032 unless sooner terminated or extended.

D. **Policy/Legal** - NA

V. Alternatives

A. Adopt the attached Resolution.

B. Make modifications to the Agreement and return to Marion County for continued negotiations.

C. Take no action.

VI. Recommendation

Staff recommends the Keizer City Council adopt the Resolution approving the Intergovernmental Agreement with Marion County.

Attachments

1. Signed Outdoor Ballot Box Agreement
2. RES_CC_Authorizing City Manager to sign Ballot Box IGA_3 3 2025
3. EXH_CC_Ballot Box Agreement_3 3 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

PERMIT FOR USE OF PROPERTY

1. City of Keizer (hereafter "Owner") hereby grants to Marion County, Oregon (County) (hereafter "Permittee") the right to use the following described property (hereafter "the Property") pursuant to the terms of this intergovernmental agreement, which is governed by ORS Chapter 190, and in accordance with the terms and conditions of this permit:

See Exhibit A

2. The Property shall be used for the installation of a ballot box and metal posts on the Property for use by the public to deposit ballots. Owner shall permit unrestricted access over Owner's remaining property to and from the ballot box on the Property by the general public and by Permittee at each election for a period beginning 45 days prior to the election through the day of the election. Owner shall further permit access to the Property by Permittee at any time for the purpose of installation, maintenance, repair and replacement of the ballot box and metal posts.
3. Owner shall move neither the ballot box nor the metal posts from their fixed location on the Property during the term of the permit.
4. Term. The term of the Permit shall commence on April 1, 2015 and shall continue through March 31, 2020 unless earlier terminated as provided below. This Permit will automatically extend for an additional five (5) year period unless written notice is delivered to the other party sixty (60) days prior to the termination date.
5. Termination. Either party may terminate this agreement on 60 days written notice to the other. Further, in the event this agreement is breached, either party may terminate this agreement on 10 days written notice to the other. Notice shall be deemed given on the date hand delivered or mailed by first class mail to the addresses below:

Notices to Permittee shall be sent to:

Marion County Elections Supervisor
Marion County Clerk's Office
PO Box 14500
Salem, OR 97301

Notices to Owner shall be sent to:

City Recorder
City of Keizer
930 Chemewa Rd NE
Keizer, OR 97303

6. Condition of Property After Termination. Permittee shall return the Property to the condition it was in at the commencement of the Permit.

7. Indemnification. Owner agrees to defend, indemnify, and hold harmless Permittee, its officers, agents, and employees from damages arising out of the tortious acts of Owner, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. Likewise, Permittee agrees to defend, indemnify, and hold harmless Owner, its officers, agents, and employees from damages arising out of the tortious acts of the Permittee, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. Each party shall be solely liable for third party claims arising from the actions of its officers, agents or employees. Nothing in this agreement shall be deemed to limit the right of either party to make a claim against the other for damages and injuries incurred by one party as a result of the actions of the other party's officers, agents and employees.

8. Owner Not Liable. Owner shall not be liable for any loss or damage to the ballot box and posts by others.

The terms, conditions and provisions of this Permit are agreed to and accepted by the undersigned parties to this Permit.

"OWNER"

CITY OF KEIZER:

BY:  _____

TITLE: City Manager

DATE: 4-7-15

APPROVED AS TO FORM:

BY:  _____
KEIZER CITY ATTORNEY

DATE: 4-7-15

"PERMITTEE"

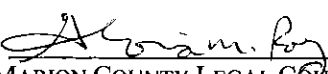
MARION COUNTY:

BY:  _____
Bill Burgess

TITLE: COUNTY CLERK

DATE: 4/13/2015

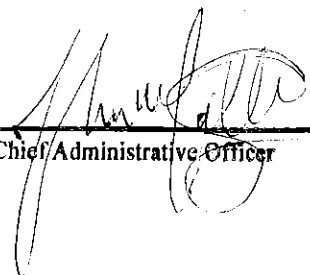
APPROVED AS TO FORM:

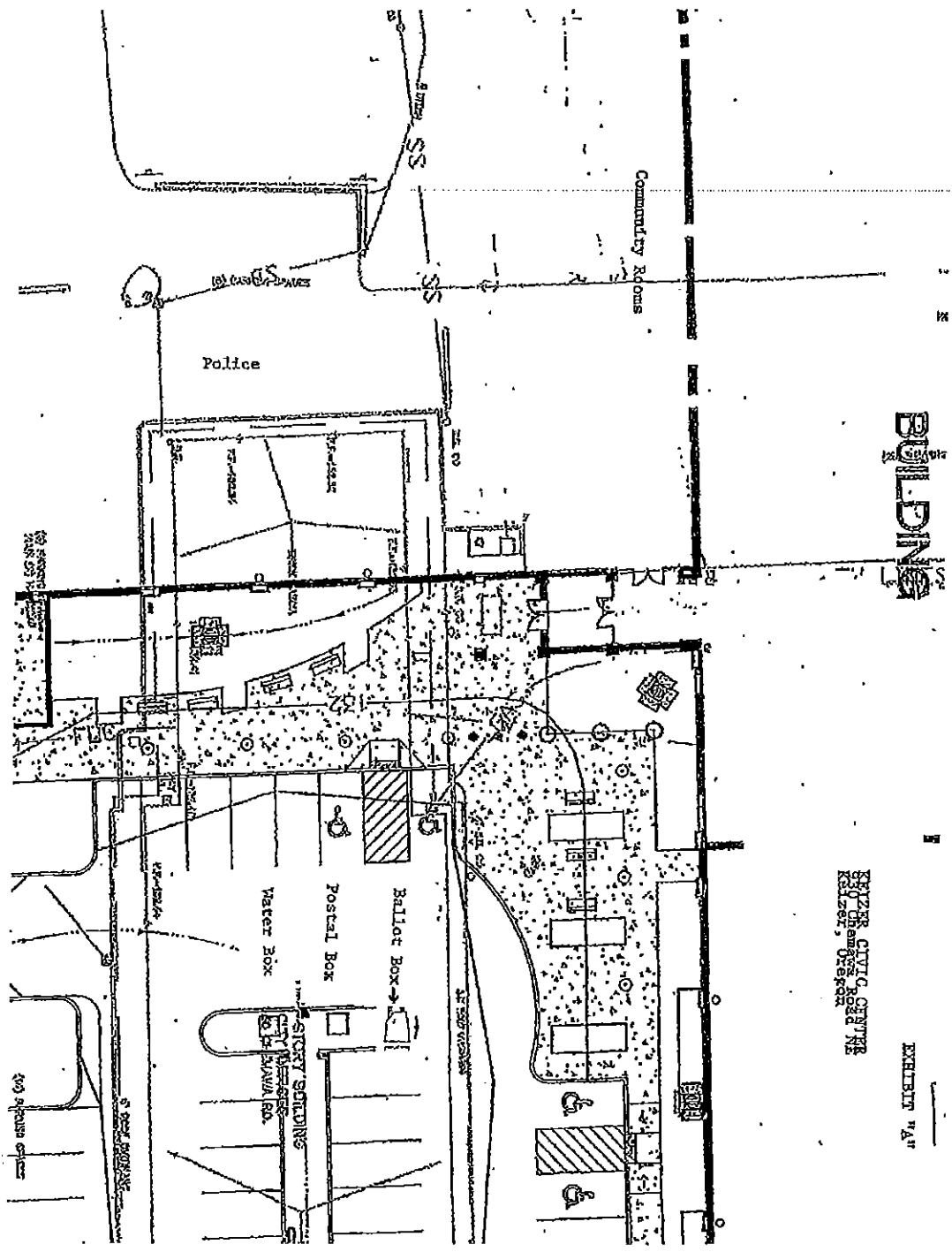
BY:  _____
MARION COUNTY LEGAL COUNSEL

DATE: 4/16/15

BY:  _____
MARION COUNTY CONTRACTS

DATE: 4-13-15

 _____
Chief Administrative Officer Date: 04/17/15



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____
4

5
6 AUTHORIZING THE CITY MANAGER TO SIGN
7 INTERGOVERNMENTAL AGREEMENT FOR USE OF
8 PROPERTY FOR PLACEMENT OF DRIVE-UP BALLOT
9 BOX AT CITY HALL
10

11
12 WHEREAS, the City of Keizer and Marion County entered into a Permit for
13 Use of Property in which the City of Keizer granted permission for Marion County to
14 place a drive-up ballot box at City Hall;

15 WHEREAS, such agreement terminates on March 31, 2025;

16 WHEREAS, the City of Keizer and Marion County wish to enter into a new
17 Agreement for use of the property;

18 WHEREAS, ORS 190.110 provides for intergovernmental agreements;

19 WHEREAS, the City Council of the City of Keizer has considered this matter
20 and wishes to move forward with an Intergovernmental Agreement for the use of the
21 property;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the City
24 Manager is authorized to sign the Intergovernmental Agreement for use of property

PAGE 1 - Resolution R2025-_____

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

1 permitting Marion County to place a drive-up ballot box at City Hall as attached as
2 Exhibit "A" and by this reference incorporated herein.

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

5 PASSED this _____ day of _____, 2025.

6

7 SIGNED this _____ day of _____, 2025.

8

9

10

Mayor

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City Recorder

Contract Review Sheet

Intergovernmental Agreement **CO-6452-25**

Title: Ballot Drop Box Agreement - Keizer

Contractor's Name: City of Keizer

Department: Clerk's Office Contact: Sandra Fixsen

Analyst: Sabrina Hay Phone #: 503-373-4479

Term - Date From: upon execution Expires: December 31, 2032

Original Contract Amount: \$ - Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ - Amd% 0%

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

Intergovernmental Agreement with City of Keizer that allows Marion County to maintain and operate the existing ballot drop box at the Keizer City Hall located at 930 Chemawa Road NE in Keizer, Oregon.

Desired BOC Session Date: _____ Contract should be in DocuSign by: _____

Agenda Planning Date _____ Printed packets due in Finance: _____

Management Update _____ BOC upload / Board Session email: _____

BOC Session Presenter(s) _____ Code: W

REQUIRED APPROVALS

DocuSigned by:  2/11/2025
E4592AF8CAA542C...
Finance - Contracts Date

DocuSigned by:  2/13/2025
05F72234E6F64E3...
Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF KEIZER
CO-6452-25

1. PARTIES TO AGREEMENT

This Agreement between City of Keizer, hereafter called City, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which City will permit County to continue to maintain and operate the existing ballot drop box installation at the Keizer City Hall located at 930 Chemawa Road NE in Keizer, and as shown on Exhibit A.

The specific obligations of the parties are described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement is effective on the date it has been signed by all parties and all required County approvals have been obtained and expires on **December 31, 2032** unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for additional periods 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 60 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 City or at such later date as may be established under any of the following conditions:
 - 3.4.1 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the obligations are no longer allowable or appropriate under this Agreement.
 - 3.4.2 If any license, certificate, or insurance required by law or regulation to be held by City to fulfill its obligations required by this Agreement is for any reason denied, revoked, or not renewed.
 - 3.4.3 If City fails to fulfill the obligations called for by this Agreement within the time specified herein or any extension thereof.

3.4.4 If City fails to perform any of the provisions of this Agreement or so fails to pursue its obligations 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

No funds will be exchanged between City and County under the terms of this Agreement.

5. OBLIGATIONS OF THE PARTIES

5.1 CITY. Under the terms of this Agreement, City shall:

- 5.1.1 Permit continued installation and use of a ballot drop box and metal posts at the Keizer City Hall located at 930 Chemawa Road NE in Keizer, Oregon.
- 5.1.2 Permit unrestricted access by County and the general public over City's property to and from the ballot box at each election for a period beginning 45 days prior to the election through election day.
- 5.1.3 Permit reasonable access by County to the property at mutually agreeable times for the purpose of maintaining, repairing, replacing, and removing the ballot box and metal posts.
- 5.1.4 Acknowledge that County retains ownership of the ballot drop box.
- 5.1.5 Not move the ballot box and metal posts from its fixed location, nor cause or permit it to be moved, unless:
 - a) Required by law;
 - b) Required for reasons of public safety or health; or
 - c) County consents to the move.

5.2 COUNTY. Under the terms of this Agreement, County shall:

- 5.2.1 Retain ownership of the ballot drop box.
- 5.2.2 Maintain, repair, replace, and remove the ballot drop box as determined by County. To the extent possible, County shall contact City's Public Works Director no less than two weeks in advance of any replacement or removal of the ballot drop box to coordinate the work to be performed and staff's availability.
- 5.2.3 Retrieve ballots at times determined by County.

5.2.4 Acknowledge that City shall not be liable for any loss or damage to the ballot box and posts by others.

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. NOTICES

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

For City:
City of Keizer
City Recorder
930 Chemawa Road NE
Keizer, OR 97303

For County:
Marion County Clerk Elections Supervisor
Marion County Clerk's Office
PO BOX 14500
Salem, OR 97309

12. 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

Authorized by:	DocuSigned by:  7391562EA8AF448...	2/12/2025
	Bill Burgess, Marion County Clerk, or designee	Date
Reviewed by:	DocuSigned by:  E4592AF8CAA542C...	2/11/2025
	Marion County Contracts & Procurement	Date

CITY OF KEIZER

Authorized by:	_____	_____
	Adam J. Brown	Date

Title: City Manager _____

APPROVED AS TO FORM:

Keizer City Attorney

EXHIBIT A

Keizer City Hall
930 Chemawa Rd NE, Keizer, OR 97303
Curbside Dropbox 24 Hours

