



Agenda Item

June 9, 2021

TO: City Council
FROM: Eric Swenson, Mayor
SUBJECT: **Committee Appointments**

The following appointments are made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, June 14, 2021. No reply is required if you approve of my decision.

Woodburn Planning Commission

- Debra Bartel – Position 1
- Lisa Ellsworth – Position 4

**COUNCIL MEETING MINUTES
MAY 24, 2021**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, MAY 24, 2021

CONVENED The meeting convened at 7:00 p.m. with Mayor Swenson presiding.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present -via video conferencing
Councilor Cornwell	Present -via video conferencing
Councilor Schaub	Present -via video conferencing
Councilor Swanson	Present- via video conferencing
Councilor Puente	Present- via video conferencing
Councilor Cabrales	Present- via video conferencing

Staff Present (via video conferencing): City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Economic Development Director Johnk, Acting Police Chief Pilcher, Community Development Director Kerr, Operations Director Stultz, Public Works Project and Engineering Director Liljequist, Finance Director Turley, Human Resources Director Gregg, Assistant City Attorney Granum, Parks and Recreation Manager Cuomo, City Recorder Pierson

ANNOUNCEMENTS

Mayor Swenson announced that the City of Woodburn will receive one million dollars for the Legion Park athletic complex.

John Zobrist, Executive Director of the Woodburn Area Chamber of Commerce and Stephanie Wells, announced that City Councilor Ali Swanson is this year's recipient of the Senior First Citizen DSA Award. The Recognition Ceremony will take place Thursday, June 25.

PRESENTATION

Portland General Electric- Wendy Veliz, Maria Pope and Kevin Putnam with PGE provided a presentation on the challenging events of the last year and recognized the successful partnership between the City of Woodburn and PGE.

Use of Force Report and OAA Certificate of Accreditation – Police Chief Pilcher provided information on the 2020 Use of Force report and the City's OAA Certificate of Accreditation.

COVID-19 Update - Parks and Recreation Manager Cuomo provided an update on the COVID-19 response in Woodburn.

CONSENT AGENDA

- A. Woodburn City Council minutes of May 10, 2021,
- B. Crime Statistics through April 2021,
- C. Acceptance of Two Public Utility Easements at 2215 Progress Way, Woodburn, OR 97071 (Tax Lot 051W08B001500).

Carney/Schaub... adopt the Consent Agenda. The motion passed unanimously.

**COUNCIL MEETING MINUTES
MAY 24, 2021**

PUBLIC HEARINGS

A Public Hearing to consider input on FY 2020-2021 Supplemental Budget Request. Mayor Swenson declared the hearing open at 8:25 p.m. for the purpose of hearing public input on FY 2020-2021 Supplemental Budget Request. Finance Director Turley provided a staff report. No members of the public wished to speak in either support or opposition of FY 2020-2021 Supplemental Budget Request. Mayor Swenson closed the hearing at 8:30 p.m.

A Public Hearing to consider input on the Woodburn Eastside Apartments. Mayor Swenson declared the hearing open at 8:31 p.m. and stated that the purpose of the hearing is to enter into the record certain additional information that's since been provided by the applicant to the City regarding the possibility of adding a secondary driveway access at the Safeway shopping center that is located near the future development. Mayor Swenson asked if there were any updates to declarations since the March 8th hearing. There were no updates. Community Development Director Kerr provided a staff report. Mark Grenz provided testimony on the additional information in regards to the application. No members of the public wished to speak in either support or opposition of the Woodburn Eastside Apartments. Mayor Swenson closed the hearing at 8:42 p.m.

COUNCIL BILL NO. 3153 – AN ORDINANCE ANNEXING APPROXIMATELY 8.62 ACRES OF TERRITORY AT 2145 MOLALLA RD NE INTO THE CITY OF WOODBURN, LOCATED ALONG THE NORTH SIDE OF OREGON HWY 211 EAST OF JUNE WAY, MARION COUNTY, OREGON

Carney introduced Council Bill No. 3153. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. Community Development Director Kerr provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3153 duly passed.

COUNCIL BILL NO. 3154 – AN ORDINANCE DESIGNATING ZONING TO APPROXIMATELY 8.62 ACRES OF TERRITORY AT 2145 MOLALLA RD NE LOCATED ALONG THE NORTH SIDE OF OREGON HWY 211 EAST OF JUNE WAY, MARION COUNTY, OREGON AS COMMERCIAL GENERAL (CG) ZONING DISTRICT

Carney introduced Council Bill No. 3154. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. Community Development Director Kerr provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3154 duly passed.

APPROVAL OF FINAL DECISION DOCUMENT FOR WOODBURN EASTSIDE APARTMENTS

Carney/Schaub... Authorize the mayor to sign the final decision document. The motioned passed unanimously.

COUNCIL BILL NO. 3155 - A RESOLUTION APPROVING TRANSFERS OF FY 2020-2021 APPROPRIATIONS AND APPROVING A SUPPLEMENTAL BUDGET

Carney introduced Council Bill No. 3155. City Recorder Pierson read the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3155 duly passed.

COUNCIL MEETING MINUTES

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TRANSIT VEHICLE PURCHASE

Assistant City Administrator Row provided a staff report. **Carney/Cornwell...** authorize the City Administrator to enter into an agreement to purchase a transit bus from Creative Bus Sales for \$333,869. The motioned passed unanimously.

COVID-19 MASK GUIDANCE AND PHYSICAL DISTANCING REQUIREMENTS

After discussion, there was a consensus of the City Council to stay with the status quo and revisit this issue in two weeks.

CALL-UP BRIEFING: PLANNING DIVISION STAFF APPROVAL OF A ZONING ADJUSTMENT APPLICATION FOR 531 OSTROM DRIVE (ZA 21-03)

The City Council declined to call this item up.

CALL-UP BRIEFING: PLANNING DIVISION STAFF APPROVAL OF A ZONING ADJUSTMENT APPLICATION FOR 680 BISHOPICK WAY (ZA 21-04)

The City Council declined to call this item up.

CALL-UP BRIEFING: PLANNING DIVISION STAFF APPROVAL OF A ZONING ADJUSTMENT APPLICATION FOR 622 BISHOPICK WAY (ZA 21-05)

The City Council declined to call this item up.

CITY ADMINISTRATOR'S REPORT

The City Administrator had nothing to report.

MAYOR AND COUNCIL REPORTS

Councilor Schaub stated that she read the NLC article by Wendy Veliz of PGE and City Administrator Derickson and that it was very well done. She also congratulated Ali Swanson on her DSA award. She also noted that the owner of the Chinese Restaurant across the street from her that is closed down has done a great job of maintaining that facility and keeping it clean. She stated that her and her neighbors are upset about a beautiful large tree that was removed were the bank was just recently demolished.

City Administrator Derickson noted that they are investigating the removal of that tree.

Councilor Puente congratulated the Woodburn Athletes on their success. He added that he is concerned about the email regarding the downtown businesses and would like to discuss it as some point.

Councilor Carney congratulated Councilor Swanson on her DSA award. He also asked that Councilors consider how they are being encumbered by our state government and how will we deal with this issue in the future if it comes back again in this form. He noted all his questions regarding enforcement had to do with enforcement by people who haven't been elected.

Councilor Swanson stated that she also has concerns regarding the downtown business letter and that she is passionate about the safety of the downtown area. She stated that she is thankful for the DSA award.

Councilor Carney added that he shares the concern regarding the downtown businesses and that it

COUNCIL MEETING MINUTES

MAY 24, 2021

has to be a combined effort with the City and the businesses.

City Administrator Derickson stated that the City is looking to meet with business owners on ways to address the public safety concerns downtown.

Mayor Swenson added that there is a palpable fear among the business owners downtown of the activity that is taking place. He also noted that he is looking at having a Council retreat possibly this summer. He added that the Legion Park remodel could be discussed at this retreat along with the Park Board.

Councilor Cabrales thanked Police Chief Pilcher for his reply to the letter and congratulated Councilor Swanson on her award.

ADJOURNMENT

Swanson/Cabrales... meeting be adjourned. The motion passed unanimously.

The meeting adjourned at 9:45 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

ATTEST _____
Heather Pierson, City Recorder
City of Woodburn, Oregon



Agenda Item

June 14, 2021

TO: Honorable Mayor and City Council through City Administrator
THRU: Marty Pilcher, Chief of Police
FROM: Jason Millican, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the **Liquor License Application** for Casa Marquez Mexican Grill.

BACKGROUND:

Applicant: JKL Corporation
553 N. Front St
Woodburn, OR 97071
971-207-5810

Point of
Contact: Carla Perez
153 Grant St.
Woodburn, Oregon 97071

Business: Casa Marquez Mexican Grill
553 N. Front St
Woodburn, OR 97071
503-981-3219

Owner(s): Carla Perez

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___x___

License Type(s):

Full On-Premises, Commercial - May sell by the drink at retail, wine, malt beverages, cider and distilled liquor for consumption on the licensed premises.

On May 26, 2021, the Woodburn Police Department received an application for Full On-Premises, sales liquor license for Casa Marquez Mexican Grill. The business will operate as a restaurant and bar. The business will be located at 553 N. Front St., Woodburn, Oregon 97071. The hours of operation are from 11 AM to 11PM Monday-Sunday (Closed on Tuesdays).

The business will have seating for up to 70 persons in the restaurant and 30 persons in the bar area. There is video poker and karaoke for entertainment. The business will have no outside seating. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on the subject listed on the OLCC application, Carla Perez. Carla has a valid Oregon driver's license. Carla has no arrests on file. Carla was clear in all other police database checks.

Carla has no other liquor licenses or other applications at this time.

FINANCIAL IMPACT:

None



Agenda Item

June 14, 2021

TO: Honorable Mayor and City Council through City Administrator
FROM: Jamie Johnk, Economic Development Director
SUBJECT: **2020 Community Development Block Grant COVID-19 (CDBG-CV1) from Business Oregon for Food Bank Assistance due to Impacts of the COVID-19 Pandemic**

RECOMMENDATION:

Due to a timing error in the posting of the notice for the March 8, 2021 public hearing for the 2020 CDBG-CV1 Business Oregon Food Bank Assistance Grant, we are required to hold a second public hearing.

Therefore, staff recommends holding a public hearing to consider the City's application for a 2020 CDBG-CV1 grant to fund:

- Aware Food Bank Assistance

And authorizing the City Administrator to execute any and all documents related to the grant application and to effectuate an award of the grant.

BACKGROUND:

The City of Woodburn is eligible to apply for a 2020 Community Development Block Grant (CDBG) from Business Oregon for certain COVID-19 Assistance. CDBG-CV1 funds come from the U.S. Department of Housing and Urban Development. These particular grant funds can be used to prevent, prepare for, and respond to the impacts of COVID-19 pandemic. The CDBG-CV1 funding is in response to the economic impact of the pandemic by providing assistance to low and moderate income households impacted by COVID-19.

Through Business Oregon, \$2,977,605 in CDBG-CV1 funding will be awarded to Oregon non-entitlement cities and counties in 2021. The maximum grant that a city or county can receive is \$250,000 for the food bank assistance program. Applying for these grant funds does not limit or restrict the City from applying for future rounds of CDBG funds.

Agenda Item Review: City Administrator City Attorney Finance

DISCUSSION:

The City of Woodburn is proposing to submit an application for 2020 Community Development Block Grant COVID-19 (CDBG-CV1) funding from Business Oregon for the following project:

- Aware Food Bank Assistance: This program is designed to assist food bank facility expansion or storage rental, and food distribution to accommodate for expanded services for LMI families caused by COVID-19.

Council approval at this meeting means that City staff will move forward with submitting the CDBG application, with any awarded funds expected to be received in July 2021.

The City does not believe the proposed projects will result in the displacement or relocation of any persons or businesses.

FINANCIAL IMPACT:

The City will be seeking CDBG funding request of approximately \$250,000 for the Food Bank Assistance Program.

Costs to the City for completion of the grant applications and grant administration are estimated to include staff time.



Agenda Item

June 14, 2021

TO: Honorable Mayor and City Council through City Administrator
FROM: Tony Turley, Finance Director
SUBJECT: **Fiscal Year (FY) 2021-22 City Budget Adoption**

RECOMMENDATION:

Conduct a public hearing to consider the budget as approved by the Budget Committee, and upon completion of the hearing, adopt the resolution adopting the budget and capital improvements plan, making appropriations, and declaring and categorizing taxes for FY 2021-22.

BACKGROUND:

The Budget Committee of the City of Woodburn met and approved the budget of \$104,730,500 on April 21, 2021. On June 2, 2021, the *Woodburn Independent* published the financial summary of the Budget Committee's approved budget and a notice of the budget hearing before the City Council, in accordance with Oregon Local Budget Law (ORS 294.438).

DISCUSSION:

Under Oregon Local Budget Law (ORS 294.456) the City Council may modify the Budget Committee's approved budget by an amount not to exceed \$5,000 or 10 percent of a fund's expenditures, whichever is greater, without publishing a notice of a second budget hearing. The Finance Department proposes adoption of the budget as approved by the Budget Committee.

FINANCIAL IMPACT:

The resolution adopts the FY 2021-22 annual budget of \$104,730,500.

Agenda Item Review: City Administrator City Attorney Finance



Agenda Item

June 14, 2021

TO: Mayor and City Council through City Administrator
FROM: Tony Turley, Finance Director
SUBJECT: **Fiscal Year 2021-22 Resolution Regarding State Revenue Sharing**

RECOMMENDATION:

Conduct a public hearing to receive comment on the possible uses/distributions of state revenue sharing funds and adopt a resolution declaring the City's eligibility and election to receive these funds.

BACKGROUND:

In order for the City of Woodburn to receive a share of state revenues apportioned and distributed to Oregon cities during fiscal year (FY) 2021-22, the City Council must enact an ordinance or resolution certifying:

1. Eligibility to receive state shared revenue per ORS 221.760; and
2. Elect to receive state shared revenue per ORS 211.770.

The ordinance or resolution must be filed with the Oregon Department of Administrative Services no later than July 31. Notice of the hearing was published on June 2, 2021 in the *Woodburn Independent*.

DISCUSSION:

Upon completion of the public hearing, consider adopting a resolution to receive state shared revenue; \$275,000 in the FY 2021-22 Approved Budget.

FINANCIAL IMPACT:

The resolution declares the City's eligibility and qualification to receive state shared revenue, budgeted at \$275,000 in the FY 2021-22 Approved Budget.

Agenda Item Review: City Administrator City Attorney Finance

COUNCIL BILL NO. 3156

RESOLUTION NO. 2172

A RESOLUTION ADOPTING THE FISCAL YEAR (FY) 2021-22 BUDGET; MAKING BUDGET APPROPRIATIONS; AND CATEGORIZING TAXES

WHEREAS, the City Administrator, as Budget Officer for the City of Woodburn, Oregon, prepared and submitted the FY 2021-22 budget to the Budget Committee at its April 21, 2021 meeting; and

WHEREAS, the April 21, 2021 Budget Committee meeting was noticed by publication in the *Woodburn Independent* newspaper on April 14, 2021; and

WHEREAS, a public hearing was held at the April 21, 2021 Budget Committee meeting after which time the budget was approved; and

WHEREAS, the Notice of Budget Hearing and Financial Summary were published in the *Woodburn Independent* newspaper on April 14, 2021 as required by ORS 294.438; and

WHEREAS, a second public hearing was held before the City Council at its meeting on June 14, 2021; and **NOW, THEREFORE**

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. The City Council adopts the budget for FY 2021-22 in the sum of \$104,730,500. A copy of the budget document is now on file at City Hall, 270 Montgomery Street, Woodburn, Oregon.

Section 2. The City Council imposes the taxes provided for in the adopted budget at a permanent rate of \$6.0534 per \$1,000 of assessed value for operations, and in the aggregate amount of \$607,500 for public safety general obligation (GO) bonds. These taxes are hereby imposed and categorized for tax year 2021-22 based upon assessed value of all taxable property within the City.

	<u>General Government</u>	<u>Excluded from Limitation</u>
Permanent Rate Limit	\$6.0534/\$1,000	-
GO Bond Levy	-	\$607,500

Section 3. FY 2020-21 budgets are appropriated at the fund levels shown:

Organization	Operating*	Transfers	Debt	Contingency	Total	Reserves	Total
Administration	1,963,490				1,963,490		
Economic Development	209,930				209,930		
Police	8,699,850				8,699,850		
Community Services	3,403,970				3,403,970		
Planning	648,160				648,160		
Engineering	317,600				317,600		
Non-Departmental	1,074,460	362,660	643,000		2,080,120		
General Fund				3,944,440	3,944,440	3,102,360	
Total General Fund	16,317,460	362,660	643,000	3,944,440	21,267,560	3,102,360	24,369,920
Transit	1,506,420	-		397,080	1,903,500		1,903,500
Building	1,401,780			1,228,320	2,630,100		2,630,100
Asset Forfeiture	15,330				15,330		15,330
American Rescue Plan	-			5,401,000	5,401,000		5,401,000
Housing Rehab	41,250				41,250		41,250
Street	3,406,270	1,617,880		1,183,060	6,207,210		6,207,210
GO Debt Service			607,500		607,500		607,500
General Cap Const	384,790				384,790		384,790
Special Assessment				46,500	46,500		46,500
Street/Storm Cap Const	4,195,000				4,195,000		4,195,000
Parks SDC		100,000			100,000	2,015,050	2,115,050
Transportation SDC		1,050,000			1,050,000	4,595,320	5,645,320
Storm SDC		150,000			150,000	702,730	852,730
Sewer Cap Const	11,518,000				11,518,000		11,518,000
Water Cap Const	4,581,800				4,581,800		4,581,800
Water	2,746,240	453,080	1,228,600	791,180	5,219,100	1,308,300	6,527,400
Sewer	4,678,900	7,879,070		1,239,710	13,797,680	2,834,000	16,631,680
Water SDC		2,500,000			2,500,000	646,560	3,146,560
Sewer SDC		3,715,510			3,715,510		3,715,510
Information Technology	1,249,380	-		260,870	1,510,250	110,000	1,620,250
Insurance	846,920	-		477,530	1,324,450		1,324,450
Equipment Replacement	1,030,510				1,030,510		1,030,510
PERS Reserve	183,120				183,120		183,120
Lavelle Black Trust	7,500			28,520	36,020		36,020
TOTAL	54,110,670	17,828,200	2,479,100	14,998,210	89,416,180	15,314,320	104,730,500

Approved as to Form: _____
City Attorney
Date

APPROVED: _____
Eric Swenson, Mayor

Passed by the Council _____
 Submitted to the Mayor _____
 Approved by the Mayor _____
 Filed in the Office of the Recorder _____

ATTEST: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

COUNCIL BILL NO. 3157

RESOLUTION NO. 2173

A RESOLUTION DECLARING THE CITY OF WOODBURN'S ELIGIBILITY AND ELECTION TO RECEIVE STATE REVENUE SHARING

WHEREAS, the City of Woodburn desires to receive a share of state revenues apportioned and distributed to the cities of the state during Fiscal Year 2021-2022 as provided in ORS 221.760 and ORS 221.770; and

WHEREAS, ORS 221.760 provides as follows:

The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police Protection
- (2) Fire protection
- (3) Street construction, maintenance and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning and subdivision control
- (7) One or more utility services

WHEREAS, ORS 221.770(1)(a) requires that any city electing to receive a distribution must enact an ordinance or resolution expressing that election and file the same with the Oregon Department of Administrative Services no later than July 31; and

WHEREAS, ORS 221.770(1)(b) requires that any city electing to receive a distribution must hold at least one public hearing at which citizens have the opportunity to provide written or oral comment on the possible uses of the distributions; **NOW, THEREFORE**

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That the City Council of the City of Woodburn hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

Police protection
Street construction, maintenance and lighting
Sanitary sewer
Storm sewers
Planning, zoning and subdivision control
One or more utility services

Section 2. The City of Woodburn hereby elects to receive distributions of state revenues during FY 2021-2022 pursuant to ORS 221.770(1)(a).

Section 3. The City Council hereby certifies that it conducted a public hearing, after giving public notice, on June 9, 2021 and called for written and oral comment on the possible uses of the distributions and that the hearing complied with ORS 221.770(1)(b) and (c).

Section 4. The City Recorder is directed to certify compliance with the public hearing requirements and file this resolution with the Oregon Department of Administrative Services by July 31, 2021.

Approved as to Form: _____
City Attorney Date

APPROVED: _____
Eric Swenson, Mayor

Passed by the Council _____
Submitted to the Mayor _____
Approved by the Mayor _____
Filed in the Office of the Recorder _____

ATTEST: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon



Agenda Item

June 14, 2021

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator
N. Robert Shields, City Attorney

SUBJECT: **Collective Bargaining Agreement with Woodburn Police Association**

RECOMMENDATION:

Adopt the resolution authorizing a one-year “roll over” Collective Bargaining Agreement between the City and the Woodburn Police Association (“the WPA”) for 2021-2022.

BACKGROUND:

The City and the WPA have a history of mutual respect and good communication. Over the years, the parties have negotiated numerous Collective Bargaining Agreements. During the current year, conventional negotiations on the expiring Agreement between the City and the WPA were significantly disrupted due to the COVID-19 pandemic. Eventually, after many discussions, both parties agreed that it would be in their interest to enter into a one-year “roll over” agreement for 2021-2022.

A “silver lining” related to the pandemic is that the City Attorney, as lead negotiator for the City, and WPA attorney Traci Anderson engaged in multiple individual discussions and have established a good rapport. This will be immensely helpful to both the City and the WPA as they move into more traditional full-blown negotiations next year.

DISCUSSION:

On May 24, 2021, the WPA membership voted on and approved the new one-year “roll over” agreement. This one-year Agreement is identical to the previous Collective Bargaining Agreement, with the following exceptions:

- Article 17(A), Wages, now provides: “Effective June 27, 2021, the City shall increase the wage scale reflected in Appendix A for all members by 2.5%.
- Article 23, Personnel File, was amended to comply with HB 4207, the state statute requiring that certain records be preserved by the City.

Agenda Item Review: City Administrator City Attorney Finance

1. Finally, although not part of the one-year “roll over” Collective Bargaining Agreement, the parties bargained a revision to Police Department Policy 423, in compliance with ORS 133.741. The City’s main objective in redrafting Policy 423 was to clarify that police officers are required to both carry body cameras and to deploy them. The WPA shared this objective and was extremely helpful in improving this policy.

FINANCIAL IMPACT:

The one-year “roll over” Collective Bargaining Agreement is consistent with the City of Woodburn Budget.

COUNCIL BILL NO. 3158

RESOLUTION NO. 2174

A RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WOODBURN AND THE WOODBURN POLICE ASSOCIATION BEGINNING ON JULY 1, 2021 AND ENDING ON JUNE 30, 2022

WHEREAS, the purpose of labor negotiations is to reach an agreement on matters relating to wages, hours, working conditions, and fringe benefits for certain represented employees; and

WHEREAS, the City of Woodburn ("the City") and the Woodburn Police Association ("the WPA") have a history of mutual respect and good communication and have negotiated numerous Collective Bargaining Agreements over the last several years; and

WHEREAS, the most recent Collective Bargaining Agreement between the City and the WPA will expire on June 30, 2021 and the parties were prepared to bargain the entire Collective Bargaining Agreement; and

WHEREAS, due to the impacts of COVID-19, the lead negotiators for both parties tentatively agreed to a one-year roll over of the last Collective Bargaining Agreement with a modification to salary and a necessary revision to comply with Oregon state law; and

WHEREAS, the WPA recently ratified this one-year Agreement at its membership meeting and this Agreement is before the City Council for approval; **NOW THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That the form of Agreement tentatively agreed to by the parties and ratified by the WPA membership is attached to this Resolution as Exhibit "A."

Section 2. That the City Administrator is authorized to execute the Agreement on behalf of the City once it is in an approved final form.

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, Mayor

Passed by the Council _____
Submitted to the Mayor _____
Approved by the Mayor _____
Filed in the Office of the Recorder _____

ATTEST: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

Collective Bargaining Agreement

Between

The City of Woodburn

And

The Woodburn Police Association

Term:

Effective ~~2020~~-2021-2022

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PREAMBLE

This Agreement is agreed to between the City of Woodburn, Oregon, hereinafter called the City, and the Woodburn Police Association, hereinafter called the Association. This Agreement is entered into for the purpose of fixing the wage scale, schedule of hours, and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full agreement between the parties on matters relating to employment relations.

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole collective bargaining agent for all regular and probationary employees employed in job classifications of sworn police officer and non-sworn community service officer covered by this Agreement, as listed in Appendix A.

The parties further agree that the classifications of Sergeant, Lieutenant, Deputy Chief, Chief and Executive Assistant are specifically excluded from the bargaining unit.

Part-time employees shall have all such benefits prorated based FTE status (e.g., 0.50 FTE will have benefits prorated by 50%); however, part-time employees who are less than 0.50 FTE shall not be eligible for benefits under Articles 13, 14, 15 and 22.

ARTICLE 2 - ASSOCIATION SECURITY

A. Association Dues: The City agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

1. The Association membership dues and assessments of those Association members who individually request such deductions in writing.
2. In lieu of paragraph 1 of this Article, a monthly service fee equal to the cost, to the extent permitted by law, of negotiations and contract administration as certified in writing by the Association to the City, not, however, to exceed the uniformly required dues of members, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of this Agreement, or within thirty (30) days of becoming an employee, whichever is later.
3. The Association expressly agrees that it will safeguard the rights of non-Association employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member in accordance with applicable law. As to any such employee, such sums paid by such employee shall be equivalent to regular Association dues and shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof the employee shall request that such in-lieu-of-dues

payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the City, when requested, that this has been done.

4. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate biweekly deductions (not to exceed two pay periods during any calendar month) for all employees shall be remitted, by Automatic Clearing House (ACH) transfer as requested by the Association, together with an itemized statement, to the Treasurer of the Association for the succeeding month after such deductions are made. Such itemized statement shall also include annotation as to any new hires or terminations. Notification of new hires shall take place at the time the first dues payment is to be paid and shall include the employee's name, Social Security number, mailing address, and job title.
5. Provided the City acts in compliance with the provisions of this Article, the Association will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off errors.

B. Bulletin Boards and Use of City Facilities: The City agrees to furnish and maintain a bulletin board within the Police Department to be used by the Association for the posting of notices and bulletins related to the Association. The City also agrees to permit the Association to utilize available City facilities for meetings with employees conducted in accordance with established City rules applicable to other groups within the community. All requests for use of meeting rooms within the Police Department must be approved by the Chief of Police or his designee.

C. Association Activities: Except as otherwise provided in the Agreement, during their working hours, Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association, provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee.

D. Payroll Deductions: All other previously established payroll deductions shall continue to be offered so long as the present level of employee participation does not decrease.

ARTICLE 3 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation or other protected status or activities, in accordance with applicable law.

ARTICLE 4 - MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary rights and functions of management, including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operations, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge probationary employees without limitation and non-probationary employees for just cause; to determine work schedules and assign work, and any other such right (and function) not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

It is further understood and agreed that if the City does not exercise a management right reserved to it or if the City exercises a management right reserved to it a particular way, such conduct shall not be deemed a waiver of its right to begin exercising such a right in the future or to exercise such a right differently in the future. However, nothing in this paragraph shall be considered to be a waiver by the Association of bargaining rights afforded under the Public Employees Collective Bargaining Act (PECBA).

ARTICLE 5 - STRIKES AND LOCKOUTS

In as much as there are other means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise, the parties agree as follows:

- A. Lockout: During the term of this Agreement, the City shall not, as a result of a dispute with the Association, deny employment to any employee covered by the terms of this Agreement.
- B. Strike: During the term of this Agreement, the Association or its members will not participate in any strike, slowdown, or work stoppage, including the observance of the picket line of another labor organization. In the event of a violation of the above by the Association or members of the bargaining unit, the City may discipline, including discharge, any employee involved in such prohibited activity on a uniform or selective basis.

ARTICLE 6 - ASSOCIATION BUSINESS

- A. Association Representatives: The Association agrees to notify the City in writing of all members selected to serve as official representatives. Employees designated as Association representatives shall be allowed time off with regular pay for the purpose of representing employees in disciplinary interviews and attending grievance procedure meetings, when such meetings occur during the employee's scheduled work hours. In addition, a maximum of two (2) representatives of the Association will be allowed time off with regular pay to attend negotiation and mediation sessions that occur during their scheduled work hours.
- B. Special Conferences: Special conferences for important matters may be arranged between the Association and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) official Association members shall be permitted to

attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.

C. Association Meetings: On duty employees may attend Association Meetings held at Department facilities no more than six (6) per year and no longer than one (1) hour in duration. The Association shall give the Department reasonable notice, unless a shorter notice period is agreed upon, so that an appropriate meeting room can be scheduled. On duty employees attending Association Meetings shall respond to all calls as directed by a supervisor.

ARTICLE 7 - PERSONNEL MANUAL/CONTRACT

The City agrees to furnish each employee of the bargaining unit with written or electronic copy of the City HR Rules, Administrative Policies and Procedures, Department Rules and Regulations and a copy of this contract. The cost of printing and assembling copies of this contract will be borne by the Association. New employees shall be provided with the above at the time of their hire. All updates, additions, and/or modifications to the City HR Rules, Administrative Policies and Procedures, and Department Rules and Regulations shall also be supplied to the Association in writing at least 14 days prior to implementation. In the event of any conflict between the City HR Rules, Administrative Policies and Procedures, Department Rules and Regulations and the contract, the contract governs.

ARTICLE 8 – SENIORITY

A. Definition of Seniority: Seniority shall be defined as the length of an employee's unbroken employment within a classification in the bargaining unit. When two or more employees begin employment on the same day in a job classification represented by the bargaining unit, seniority is established upon the order of the first badge issuance based upon the final ranking in the recruitment process. Probationary employees shall not be considered to have seniority, but shall be credited with seniority to their first day of employment in the bargaining unit immediately upon completion of probation.

B. Breaks in Seniority: Except as stated in Section C, below, employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken and the employment relationship will be severed if any of the following events occur:

1. Voluntary resignation or retirement;
2. Discharge of a regular employee for just cause or a probationary employee “at will;”
3. Layoff or continuous absence from work due to off-the-job injury/illness for more than twenty-four (24) month’s duration;
4. Failure to notify the Chief of Police or his designee of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within seven (7) calendar

days of receipt of such notification or ten (10) days of mailing, whichever occurs later;

5. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury/ illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work;
6. Absence from work due to an on-the-job injury/illness in accordance with ORS Chapter 659 – Workers’ Compensation and Return to Work; *or*
7. Job abandonment.

Employees who are serving in the military will continue to receive seniority and reinstatement according to applicable law.

C. Adjustments in Seniority Dates

Employee seniority dates will be adjusted in the following circumstances:

1. Promotions to Positions outside the Bargaining Unit

Employees who are promoted to positions within the Police Department that are excluded from the bargaining unit, but are returned to bargaining unit positions by the City return with the seniority they would have accrued had they remained in the bargaining unit.

2. Leaves of Absence

Employees who are absent from work on a leave of absence will continue to accrue seniority, provided they are drawing pay (e.g. vacation, holiday or sick leave) and for up to thirty (30) days following depletion of their paid leave banks. Thereafter, seniority will no longer accrue. This provision will not be applied to employees who are designated as being on FMLA, OFLA, military or jury duty leave.

3. Promotion to Police Officer Classification

If an employee in the community service officer classification is promoted to a police officer position, the employee shall be subject to the standard police officer probationary period. The transferring employee shall maintain his/her seniority within the community service officer classification should the employee seek to bump back from the police officer classification to the community service officer classification during the police officer probationary period so long as the employee continues to meet the minimum qualification for the community service officer position.

D. Application of Seniority

Seniority shall apply to the following employment decisions:

1. Layoff: In the event of a layoff for any reason, bargaining unit employees shall be laid off as follows: First, probationary employees shall be laid off. If there are no probationary employees and/or the layoff of regular employees becomes necessary, such layoffs shall be in the order of lowest seniority first as defined in A and C above.
2. Recall: Regular employees shall be called back from layoff in inverse order of layoff. Recall notices shall specify a minimum of ten (10) days from the date of mailing for the employee to return to work. The City may, however, specify a later reporting date.

Employees who wish to waive re-employment rights may do so by written notification to the City.

3. Shift Scheduling: Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 11, Section G.
4. Vacation Preferences: Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 14, Section B.

E. General Provisions

1. Seniority Lists: The City shall provide the Association with a seniority list upon request.
2. Reinstatement of Seniority: If an employee is discharged, grieves the discharge at arbitration or civil court, prevails and is reinstated, he/she shall receive seniority credit for the period from discharge to reinstatement. Also, employees returning from layoff or leave of absence which does not result in a break in seniority as set forth in Section B, above shall have all previously accrued seniority reinstated and/or adjusted in accordance with Sections B and C, above.
3. Restoration and Accrual of Benefits: Employees returning from layoff or leave of absence that does not result in a break in seniority as set forth in Section B, above shall have all previously accrued unused sick leave, holiday and vacation benefits restored, but shall not accrue benefits for the period of the layoff or leave of absence, except for continuation of health insurance premiums as required by applicable law. In the event an employee suffers a break in seniority before drawing all accrued sick leave, holiday and vacation benefits, any unused holiday and vacation benefits will be paid to the employee at the time his/her seniority is broken and employment is severed, consistent with applicable law.

ARTICLE 9 - OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief by submission of a request in writing for such approval. Likewise, employees wishing to make a material change in the nature or hours of outside employment currently approved by the City must obtain approval by submission of a written request for such approval. Such written requests shall specify the name of the prospective employer, the job title of the position, a description of the nature of the work to be performed. Upon receipt of such request, the City shall have the right to contact the prospective employer to independently determine the nature of the employment being considered. The City shall normally approve or deny a request for outside employment within seven (7) business days of its receipt.

The Chief may deny a request for approval of outside employment if there is a conflict of interest or the nature or hours of work required for such employment would interfere with the ability of the employee to perform required duties, including duties required to be performed outside the employee's regular working hours. For purposes of this Article, a conflict of interest shall include any circumstance where the employee's or overall department effectiveness would or might be impaired as a result of the public's knowledge of the nature of the outside employment or where such employment presents legal or other conflicts of interest which could or might interfere with the employee's effectiveness as a law enforcement officer. When permission to engage in outside employment is granted, it shall not be construed to in any manner compromise the employee's obligation to the City to be available for overtime, call-out, and shift change on the same basis as other employees who work in the same classification. In addition, the employee shall schedule the outside employment in such a manner so as to have at least eight (8) hours off for rest prior to the start of each regularly scheduled City shift.

ARTICLE 10 – WORKING OUT OF CLASSIFICATION, ACTING IN CAPACITY, AND CORPORAL POSITION

A. Working out of classification: An employee is working out of classification when the employee is assigned to fulfill the duties and responsibilities of a classification higher than the classification the employee currently holds. An employee working out of classification shall receive a five percent (5%) pay increase to base pay for all hours worked in such assignment.

If neither a Corporal nor a Sergeant is physically on-duty for any part of a patrol shift, an Officer will be assigned to the duties of a Corporal on that patrol shift and shall receive a five percent (5%) pay increase to base pay for all hours worked out of class as a Corporal. The supervisor will be responsible for making the assignment. If an Officer is not assigned, the most senior Officer will assume the duties of Corporal during the shift.

B. Acting in Capacity: An employee is acting in capacity when the Chief of Police assigns the duties of a higher classification on a full time continuous basis. Acting in capacity assignments are typically used when a position is vacant and the assignment will last longer than two (2) weeks. Acting in capacity assignments are temporary and not intended to be permanent. An employee formally designated as acting in capacity shall be paid for the duration of the

assignment at their regular rate of pay plus five percent (5%), or at the Step 1 of the higher classification, whichever is greater. In no case shall the compensation exceed the top step of the higher paid classification.

C. Corporal Position:

1. An employee selected by the City for the position of Corporal shall be paid an additional amount equal to five percent (5%) of his/her base pay for each month or part thereof that the employee holds the position of Corporal.
2. Employees holding the position of Corporal shall function as supervisor in the absence of the Sergeant.
3. The Corporal position shall remain part of the bargaining unit represented by the Woodburn Police Association, and the City specifically agrees that the duties assigned or performed by Corporals shall not make Corporals supervisors as defined by the Public Employees Collective Bargaining Act.
4. The term in which an employee successfully performs the duties of Corporal will be for a period of two years. After the two year period, the incumbent Corporal may re-apply for consideration; the City will also consider new applicants.
5. The Corporal position will only be open to incumbent Corporals and new applicants who have completed probation and have at least two years of experience as a Woodburn Police Officer.

ARTICLE 11 - HOURS OF WORK

A. Workday: A day is defined as a twenty-four-hour (24-hour) period commencing with the employee's scheduled shift. A regular workweek for sworn employees shall consist of either eight (8) consecutive hours per day on a five-day schedule (5-8 schedule) or compressed schedule. A compressed schedule shall be defined as any workweek which is not a 5-8 schedule. Whether regular or compressed schedule, workdays shall be consecutive. All sworn employees shall be assigned a work schedule that complies with the Fair Labor Standards Act (FLSA) requirements, and as implemented at the sole discretion of the City of Woodburn.

When a twelve hour workday is implemented the parties agree to the adoption of a regular and recurring 28 day work period (beginning January 1st of each year) pursuant to Section 7 (k) of the Fair Labor Standards Act, 29 U.S.C. § 207 (k) and the implementation of a twelve (12) hour workday. Under the existing patrol schedule as of the ratification of this contract, the Workday and Workweek shall be amended to consist of a consecutive twelve (12) hour workday, and will provide for a twelve (12) hour work schedule: This schedule shall consist of two (2) consecutive twelve (12) hour work days followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour work days followed by two (2) consecutive days off, two (2) consecutive twelve (12)

hour work days followed by three (3) consecutive days off. Day Shift shall be 0600 to 1800 followed by Night Shift from 1800 to 0600.

The provisions of this section shall not apply during the week when a shift rotation occurs.

The City reserves the right to implement or discontinue a compressed workweek schedule and re-establish a 5-8 work schedule as currently provided after providing fourteen (14) days written notice, without any further need to bargain concerning the decision or the impacts of the decision to do so.

All non-sworn employees shall be assigned a regular work schedule consisting of five (5) consecutive eight-hour (8-hour) workdays with a one-hour (1-hour) unpaid lunch, generally Monday through Friday, followed by two (2) consecutive days off. At the sole discretion of the City of Woodburn, non-sworn employees may be assigned a regular work schedule consisting of four (4) consecutive ten-hour (10-hour) workdays, with the same starting time for each day.

B. Meals and Breaks: Except for court days, training days, and days when traveling outside the City, employees shall be entitled to two (2) ten (10) minute breaks per workday, and one (1) thirty (30)-minute meal period per workday. These breaks and meal periods shall be paid time. Employees working a twelve (12) hour shift shall receive three (3) fifteen (15) minute breaks and one (1) thirty (30) minute meal period per workday. Employees may combine their daily breaks at their discretion, subject to operating needs. During the employee's break and meal period, the employee shall remain on on-duty status and shall be subject to call-out in cases of immediate need.

C. Detectives: Detectives will work a regular forty (40) hour week. Generally, the schedule will be based on five (5) consecutive eight-hour (8-hour) workdays with a paid lunch, generally Monday through Friday. Detectives will be allowed to work a 4/10 schedule at the Chief's option. If a 4/10 schedule is implemented, the Chief may direct that a 10 hour work schedule be discontinued at any time during the year. Detectives will be allowed to flex schedules for the purposes of meeting daily needs for regular scheduled shifts with supervisory approval.

D. Workweek: A normal workweek shall consist of forty (40) hours of work during a seven-day (7-day) calendar period commencing 0001 Sunday and ending midnight of the following Saturday. When working a four-twelve (4-12) plan, a normal workweek shall consist of up to one hundred seventy-one (171) hours worked in a twenty-eight (28) day work period. When working an alternate twelve (12) hour shift, the normal workweek shall be as established by the given schedule and in compliance with the FLSA. For employees assigned to work a four-twelve (4-12) plan or an alternate twelve (12) hour plan on a regular basis, the City hereby adopts and establishes a regular, recurring period of work which shall consist of twenty eight (28) days for the police officers so assigned, in accordance with the Fair Labor Standards Act, Section 7(k). It is understood, that in earlier negotiations for working 12's, the employees will receive additional holiday pay as established in Article 13. (Note: Overtime training hours will be paid as per FLSA, 29 USC § 207 (k).

E. Shift Changes: The Department reserves the right to make shift change with seven (7) calendar days advance notice. Shift changes, including changes due to mandatory training that occur without seven (7) calendar day prior notification will be subject to the overtime requirements of Article 12 for the hours worked or in training except for those hours worked, which overlap with the regularly scheduled shift. If a shift change without seven (7) calendar days prior notification is the result of another employee's use of sick leave, bereavement leave, administrative leave, holiday leave taken as a result of a personal emergency, resignation with less than seven (7) calendar days (actually worked) notice, or absence from work due to a workers' compensation injury (except for scheduled medical appointments with sufficient notice given to the City), the schedule change shall, for purposes of overtime payment, be treated as though seven (7) calendar days prior notification had been given. Employees may voluntarily waive the seven (7) calendar day notice requirement.

F. Safety Release: Any employee who works sixteen (16) or more hours in a twenty-four (24) hour period shall receive no less than eight (8) hours off before returning to work. When an employee who has worked sixteen (16) or more continuous hours and those hours have reached the employee's next regularly scheduled shift, the employee shall receive pay at his/her overtime rate until the employee can be relieved of duty.

In the event that an employee is released from duty as a result of the Safety Release during normally scheduled hours, the employee must make up those hours by utilizing holiday time, vacation time or during non-scheduled hours at the employee's discretion and the provisions of Article 12 and Article 11 Section D do not apply.

G. Shift Trades: Shift trades, which are voluntary between employees, will be allowed when both employees submit written request twenty-four (24) hours in advance specifying the trade that is to be made, subject to the following:

1. The request will be initiated by personal contact with a supervisor.
2. No employee will work two shifts without at least eight (8) hours off between said shifts.
3. City operations and employee safety will not be adversely affected by the shift trade. When a shift trade occurs, each employee will for pay purposes, be treated as though he/she worked his/her scheduled shift. However, in the event of a shift extension, the employee working the extra time off receives the pay for same at his/her established overtime rate.
4. The employee initiating the trade is responsible to ensure the trade is fulfilled. If the trade is not fulfilled, it will be considered an unexcused absence.

H. Shift Rotation:

1. Shift Scheduling: When operating under a 5-8 plan the regular shift rotation shall occur approximately every three (3) months on the Monday of the first full week of

that month beginning in January. The shift scheduling process shall allow the employee to select two (2) of the four (4) shift schedules (after seven years with the Department, an employee may select all four shift schedules he or she is to work during the year), as follows:

- a. On or around October 15 of each year, the City shall first post a master schedule of the anticipated available shifts for each quarter of the year and the first quarter of the following year, which shall include days and hours to be worked for each position.
- b. Each employee, starting with the employee who has the most seniority, shall in turn indicate his or her preference as to any two (2) of the four (4) shift tours that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. However, any patrol officer who at the time of selection of shifts for the following year worked twenty (20) or more days in a three-month (3-month) shift tour on a shift other than the shift he/she selected as a result of shift reassignment pursuant to Section G 1c below, shall select by seniority three (3) of the four (4) shift tours that he or she will work. Employees shall be allotted seven (7) days in which to complete the shift bidding process.
- c. Within seven (7) days after all employees have made two (2) (or 3, if applicable) shift tour selections, the City shall, without limits as to its discretion, schedule the remaining shift tours for each employee so as to complete the work schedule for the year from the listed shifts.

2. Compressed Workweek Schedule:

- a. When operating under a compressed workweek schedule, shift bidding shall occur on or about October 15th and employees shall have seven (7) days in which to complete the shift bidding process.
- b. Shift rotation while working a compressed workweek schedule will occur on a quarterly basis as near as possible to the first of the months of January, April, July, and October. It is understood that this compressed workweek schedule is based on a no overtime expense to the City by virtue of rotation.
- c. Shift scheduling shall occur as follows: Shifts schedules will be posted along with the vacation bidding schedule under Article 14.b. The City shall first post a master schedule of the anticipated available shifts for each quarter of the year, which shall include days and hours to be worked for each position.

1. Starting with the most senior officer, each officer shall bid either day shift, overlap shift or night shift for each quarter, one of

which will be a different shift than the other assignments (e.g. 3 day shifts, 1 overlap shift and 1 night shift.)

2. Once each member has bid, the city shall construct the patrol teams based upon the quarterly seniority bid and operational needs.
3. Exceptions: With regard to the above procedure, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the City's ability to provide the best and most cost-effective service to the public. By way of example therefore, the following exceptions to the above shift scheduling procedures are made:
 - a. Probationary employees shall not be subject to the provisions of this Section G1, above.
 - b. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of this Section.

Examples of such assignments include the following:

- (1) Investigations/Detectives
- (2) Inter-Agency Task Force Assignment
- (3) Traffic Detail – Motorcycle Patrol
- (4) School Resource Officer
- (5) Mobile Crisis Response Team
- (6) Canine Unit
- (7) Community Service Officer

It is further understood and agreed that in the event an employee requests or is transferred from a specialty assignment to patrol duties during a shift schedule period, such a change will not trigger an obligation to conduct new shift rotations or alter current shift preferences made pursuant to Section G1, above. The City shall assign any such employee a shift for the remainder of the current shift schedule which is based on operational needs. Officers scheduled to end an assignment may shift bid with other officers during the normal shift bid process in anticipation of the end of the assignment.

4. Discontinuance of compressed workweek shifts: Shift rotation in Section G will not apply to a compressed workweek schedule. Should the Chief of Police direct that a compressed workweek schedule be discontinued at any time during the year, a shift bidding process by seniority shall be conducted. The shift bidding shall be for the remainder of the current calendar year and the balance of the next calendar year, prior to the annual shift bidding process. The shift bidding shall be accomplished in accordance with the Section G1 and G3, except that the initial posting of the schedule for bid shall be not more than sixty (60) days after the discontinuance of the compressed workweek shift. All non-priority vacations and time off will be cancelled; the Department will then analyze the impact of shift bidding on the scheduled priority vacations that are in conflict with a more senior officer's priority vacation and allowing the re-bidding of that priority vacation at another time, this will be followed by requests for Vacations and Holidays as outlined more specifically under Article 14B1 of the agreement. The parties agree that seniority bid priority vacations, and vacations cancelled under such a circumstance, are the result of shift re-bidding selections by employees and are not under the control of the City, it is therefore agreed that Article 14 Section C is waived in this situation.

I. On-Call Detective: Each week, commencing at 0800 hours on Tuesday and ending at 0759 hours the following Tuesday, the City may assign one (1) Detective to "on-call" Detective status. The rotation schedule for on-call Detective shall be established by the City's Detective Sergeant with input from the Association members assigned to Detective duty. Requests for training or personal leave that affect the on-call schedule will be considered in establishing the on-call rotation. Trading of on-call weeks between Detectives shall be permitted, with advance approval from the Detective Sergeant or designee. At the end of each on-call week, the Detective who completed the previous on-call week will be compensated an additional four (4) hours straight pay. All on-call Detectives must be able to respond to the call-out within one (1) hour of contact.

J. Off-Duty Contacts: All employees, excluding on-call Detectives, who receive telephone calls or other contacts from the Department regarding work-related matters while off-duty shall be compensated as follows: If the contact exceeds seven (7) minutes in duration, the employee shall be compensated a minimum of one-half (1/2) hour or actual time spent on such call at his/her regular overtime rate of pay, whichever is greater. If the contact takes seven (7) minutes or less, it will be considered minor and will not be compensated. Employees are responsible for reporting all contacts of more than seven (7) minutes as time worked.

ARTICLE 12 – OVERTIME

A. Overtime Work: As used in this Agreement, overtime shall mean that time an employee is authorized and directed to work in excess of eight (8) ten (10) hours or twelve (12) hours, as appropriate, in one or on any day, or in addition to a scheduled forty-hour (40-hour) shift week. Overtime shall be computed to the nearest quarter (1/4) hour. The City has the unqualified right to require employees to work overtime. If an employee is assigned to a twelve (12) hour shift, the employee shall receive overtime pay if the employee works more than twelve (12) hours per day or more than one hundred seventy-one (171) hours in a twenty-eight (28) day work period.

B. Call-Outs and Holdovers:

1. Selection: The City reserves the right to call out any and all employees based on Department need or emergency. Shift holdover shall be offered on the basis of seniority.
2. Exclusions: Exemptions from Section 1, above shall be the same as those listed in Article 11, Section G3b.
3. Payment: For sworn employees, time worked that is not in conjunction with a shift shall be paid at a minimum four (4) hours pay at time and one and one-half (1 ½) the employee's regular rate of pay. For non-sworn employees, time worked that is not in conjunction with a shift shall be paid at a minimum two (2) hours pay at time and one and one-half (1 ½) the employee's regular rate of pay. However, call-out will not be paid for scheduled Departmental meetings, Field Training Officer (FTO), Corporal and Chief's forum meetings, if the employee is given seven (7) days written notice of the meetings. Such notice may be delivered to an employee's Departmental mail box or electronically. If an employee is called out to work and that call-out is subsequently canceled, the employee shall receive a call-out, unless such cancellation occurs within ten (10) minutes of the first notification to report to work.

C. Duty-Connected Court Appearance: A court or administrative appearance in conjunction with services performed as a Woodburn Police Officer shall be considered time worked, and any expenses associated with such appearances shall be reimbursed. Pay for court or administrative appearances in conjunction with law enforcement services performed prior to an officer's employment as a Woodburn Police Officer will be determined by the City on a case-by-case basis. All witness fees, mileage allowance, and related remuneration paid to the employee for such appearances shall be turned over to the City.

ARTICLE 13 - TIME OFF IN LIEU OF HOLIDAYS AND HOLIDAY PAY

A. Sworn Employee Accrual: Sworn employees will except as provided below for twelve (12) hour shifts accrue 8.67 hours per month for time off in lieu of holidays. For the purposes of accrual of time off in lieu of holidays, a "month" shall be defined as including any month during which a sworn employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Time off in lieu of holiday benefits do not accrue during periods that a sworn employee is on layoff or unpaid leaves of absence, except for FMLA/OFLA/Military Leave. In the event a sworn employee is on layoff or unpaid leave for part of a month, his/her holiday pay accrual will be credited for a full month, provided the sworn employee has worked during that month.

B. Sworn Employee Time Off in Lieu of Holidays: Time off in lieu of holiday, which is taken by sworn employee, will be charged to the nearest quarter (1/4) hour, to the sworn employee's accumulated holiday time account. Sworn employees may only accrue a maximum of one hundred twenty (120) hours of time off in lieu of holidays. Sworn employees will be allowed

to carry over time off in lieu of holidays to a maximum of one hundred twenty (120) hours from one fiscal year to another. During any month in which a twelve (12) hour shift is implemented, all sworn employees shall receive thirteen (13) hours of time off in lieu of holiday for that month. Sworn employees shall have their holiday accumulation increased to one hundred fifty six (156) hours during the period of time in which a twelve (12) hour shift is implemented. All sworn employees actually working twelve (12) hour shifts shall receive fifteen (15) hours of time off in lieu of holiday for that month. Such sworn employees shall have their holiday accumulation increased to one hundred eighty (180) hours during the period of time in which a twelve (12) hour shift is implemented. The sworn employee shall be compensated in cash for all holiday time that is in excess of their allotted maximum annual accrual at the conclusion of a three (3) month period ending quarterly. In the event the twelve (12) hour shift is eliminated, employees over the maximum accumulation set forth in the Collective Bargaining Agreement shall be entitled to carry over those hours until such time as they have voluntarily reduced those hours to the amount set forth therein.

C. Community Service Officer Holiday Pay:

1. Community Service Officer employees shall have the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after the fourth Thursday of November
Christmas Eve	last half of the shift on December 24
Christmas Day	December 25

After completion of six (6) months of continuous service, each Community Service Officer shall be entitled to one (1) floating holiday with pay during each fiscal year. The floating holiday shall be taken at the option of the Community Service Officer, subject to the operating requirements of the Department.

Community Service Officers working a 5-8's plan shall receive 8 hours of holiday pay for the paid holidays. Community Service Officers working a 4-10's plan shall receive 10 hours of holiday pay for the paid holidays.

2. If a Community Service Officer's scheduled day off falls on an above-listed holiday, s/he shall be granted a postponed holiday with pay to be taken at the mutual convenience of the employee and the Department.

If the Community Service Officer is on authorized vacation or sick leave with pay when a holiday occurs, such holiday shall not be charged against such leave. Eligible Community Service Officers shall receive one day's pay (8 hours if on 5-8's; 10 hours if on 4-10's) for each of the holidays listed above on which they perform no work.

Community Service Officers required to work on a recognized holiday shall be compensated in cash for all hours worked on the holiday and one-and-one-half times (1-1/2) times the established straight-time rate, in addition to their regular holiday pay. In lieu of holiday premium pay, the City and a Community Service Officer may agree to an alternative day off with pay. Such agreement shall be in written form and executed prior to the holiday.

D. Sworn and Community Service Officer Utilization: Holiday time off that is taken in conjunction with a vacation pursuant to Article 14 shall not be subjected to the following provisions: Requests for accrued holiday time off shall be in writing and submitted to the on duty supervisor. Such requests shall be approved or denied within one (1) business day of the date that the request is received by a supervisor. Holiday time off requests shall not be accepted by the City during the vacation bidding process under Article 14. The City shall not be required to approve a holiday time-off request if doing so would require or result in inadequate coverage or the payment of overtime to another employee.

During the paid holiday listed in C1 of this Article, the Chief may, at his discretion, close the Criminal Investigations Unit and require all detectives scheduled to work on the holiday and assigned to the Unit to either: (1) utilize holiday or vacation time during the period of the closure or (2) be assigned to the Operations Division during the period of the closure as supplemental patrol.

E. Termination of Sworn and Community Service Officer Employment: Upon the termination, resignation or other break in seniority of a regular, non-probationary employee, all earned but unused holiday time shall be paid at his/her current wage rate.

ARTICLE 14 – VACATIONS

A. Accrual Rate: The accrual of vacation for sworn and non-sworn employees shall be as follows:

Length of Service	Monthly Accrual	Number of hours Accrued Annually	Maximum Accrual
0-59 months (0-4 years)	8 hours	96 hours	192 hours
60-119 months (5-9 years)	11 hours	132 hours	264 hours
120-179 months (10-14 years)	13 hours	156 hours	312 hours
180-239 months (15-19 years)	14 hours	168 hours	336 hours
240-299 months (20-24 years)	16 hours	192 hours	384 hours
300 + months (25 + years)	17 hours	204 hours	408 hours

Vacation benefits shall be credited as earned for each month of service, in accordance with A, above, except that vacation accrued during the first twelve (12) months of continuous service shall not be credited as earned vacation until the employee completes the first twelve (12) months of continuous service. For the purpose of vacation accrual “month of service” shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Vacation benefits do not accrue during periods that an employee is on layoff or unpaid leaves of absence. In the event an employee is on layoff or unpaid leave for part of a month, his/her vacation will be credited for a full month, provided the employee has worked during that month. For purposes of vacation accrual, the City may credit laterally hired officers for their years of service worked at their prior agency.

B. Utilization: Any vacation accrued in excess of two (2) times an employee’s annual accrual will be forfeited, provided that in the event an employee is unable due to departmental operational needs to take a vacation, he or she may request and be granted a waiver in writing so as to allow for the accrual beyond the above maximum for a specified period. Such waiver period shall normally not exceed four (4) months in duration.

1. Bidding under a compressed workweek: When the Department is operating on a compressed workweek, priority vacation bidding will take place on or around November 1st of each year with the posting of a team schedule. Bidding will be conducted within each team on the basis of seniority, with the senior-most officer having the first vacation choice. Employees shall be allotted eight (8) days in which to complete the seniority-based vacation sign-up process and the City shall have

fourteen (14) days after its completion in which to approve or deny the vacation requests, and to accept alternative vacation dates for those denied. During this process, bumping of bids by seniority will be allowed.

Once priority vacation bidding is completed, non-priority vacation and holiday requests will be accepted based on seniority for one week, seven (7) days, after the entire priority vacation bid process is complete. Employees will only be able to bid for time off that each officer has already accrued. The City will then have one week, seven (7) days, in which to complete the non-priority vacation and holiday requests. Any holiday or vacation time off requested after this process will be based on a first come first serve basis. Notwithstanding the above, in the event the City implements a compressed workweek schedule, the City and Association may agree to an alternative vacation bidding process. Any such agreement will be confirmed in writing.

2. Bidding under the Five-Eight (5/8) Plan: When the Department is operating on a five-eight (5/8) plan, priority vacation bidding will take place on or around November 1st of each year. Each employee shall be allowed to sign up for one (1) continuous vacation period for the ensuing shift bid year. The above-specified vacation sign-up shall be conducted on the basis of seniority, with the most senior employee having the first vacation choice. Employees shall indicate their first and second choice for vacation dates on the bid. Employees shall be allotted eight (8) days in which to complete the seniority-based vacation sign-up process and the City shall have fourteen (14) days after its completion in which to approve or deny the vacation requests, and to accept alternative vacation dates for those denied. During this process, bumping of bids by seniority will be allowed.

All vacation shall be in increments of one (1) hour, or longer, Requests for vacation in increments of more than two (2) days must be submitted at least ten (10) calendar days in advance. Requests for vacation increments of two (2) or less days may be submitted at any time. All vacation requests shall be approved or denied on a first-request-received-has-priority basis within three (3) business days of the day of receipt of the request, but not before the seniority bidding process has been completed for the period in question. An employee may combine his/her accumulated holiday time with vacation when scheduling vacation time off.

C. Cancellation of Vacation: In the event an employee is involuntarily required to work during his/ her vacation, he/she shall receive overtime at the applicable rate for all time worked during the scheduled vacation and shall have the option of receiving vacation pay for the time involved (for a total of two-and-one-half times the regular hourly rate) or having the vacation time reinstated to his/her vacation account for use at a later time. This section does not apply to vacations of one (1) day or less that are not contiguous with an additional approved holiday or vacation day(s) off when the City provides 72 hours' notice to the affected officer or when the vacation cancellation is caused by another employee's use of sick time.

In addition, if an employee's seniority-bid vacation is canceled by the City for reasons that are not beyond the control of the City, and if the employee has made non-refundable deposits that must

thereby be forfeited, he/she shall be eligible for reimbursement subject to the following. At the time of notification of vacation cancellation, which must be hand-delivered to the employee, the employee must advise the City of the fact that certain non-refundable deposits may have been made and the nature of those deposits. Within seventy-two (72) hours of receipt of the notice of vacation cancellation, the employee must submit appropriate documentation to verify any non-refundable deposits. The provisions of this section shall not prevent an employee from voluntarily canceling and/or rescheduling a vacation without the payment of a premium for the time involved.

D. Conversion of Vacation: An employee may make a written request to convert vacation into sick leave or bereavement leave in circumstances where this is justified. With the Chief's approval, authorized vacation time may be converted to sick leave or bereavement leave when the employee experiences a major illness or injury while on vacation or; while on vacation, an event occurs in the employee's family where the employee would qualify for bereavement leave.

E. Termination of Employment: Upon the termination, resignation or other break in seniority of a regular, non-probationary employee, earned but unused vacation time shall be paid at his/her current wage rate.

ARTICLE 15 - SICK LEAVE

A. Accrual: Sick leave with pay shall accrue at the rate of eight (8) hours, per month of employment, to a maximum accrual of nine hundred sixty (960) hours. For the purpose of accrual of paid sick leave benefits, a "month" shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Paid sick leave benefits do not accrue during periods that an employee is on layoff or unpaid leaves of absence, except FMLA/OFLA/Military Leave. In the event an employee is on layoff or unpaid leave for part of a month, his/her sick leave accrual will be credited for a full month, provided the employee has worked during that month.

B. Utilization: Sick leave shall be available for the following:

1. Employees may use sick leave when unable to perform their work duties by reason of illness, off-the-job injury, pregnancy, necessity for medical or dental care, or by serious illness in their immediate families requiring the presence of the employee, or any other purpose provided by FMLA, OFLA, or Oregon SB 454 (2015) for such period as the employee has sick leave credit.
2. Personal Illness or Injury that is Job Related/Workers' Compensation: Sick leave payments will be made for the three (3) day waiting period before Worker's Compensation time-loss benefits begin.

C. Sick Leave Verification: The City may require an employee to submit verification of eligibility for sick leave from an employee's doctor or health care professional as whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the City has a reasonable belief based upon objective and articulable facts that a misuse of sick leave has occurred. Receipt of verification may be required as a condition of payment. In the event

verification is required, out-of-pocket costs billed by the doctor or health care professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee and/or members of his/her immediate family, consistent with applicable law.

D. Limitations and General Conditions:

1. New Employees: Sick leave shall not be available for utilization until after the first ninety (90) days of employment have been completed.
2. Notification: The employee shall notify his or her immediate supervisor in accordance with procedures that may be established by such supervisor of the need for sick leave as, soon as possible after his or her knowledge of the need.
3. Appearance in Court: If an employee is required to appear in court during their scheduled shift on a day that the employee is off on sick leave, the employee shall, notwithstanding the requirements of Article 11, Hours of Work, and Article 12, Overtime, not be eligible for extra pay for the first eight (8) hours of the court appearance. An employee shall not be charged sick leave for the hours worked pursuant to this section. If an employee is required to appear in court outside of their scheduled shift, they will be paid at the overtime rate in accordance with Article 12.
4. Verification of Medical Limitations: Employees must be able to resume their normal work duties upon return to work. A doctor's certificate verifying that the employee is able to resume his or her essential work duties in a manner that does not threaten his/her safety or the safety of others may be required. The City reserves the right to require employees to submit verification of medical ability to safely perform their job duties, as well as confirmation of the precise nature of any limitations on an employee's ability to safely perform his/her job duties as a condition of returning the employee to work.

E. Catastrophic Leave: An employee may donate sick leave under the Catastrophic Leave Program as provided in the City Catastrophic Leave Policy and Procedures. If, during the term of this Agreement, the City Catastrophic Leave Policy changes to allow employees additional options for the donation of sick leave or other types of leave, these new provisions of the policy shall also be applied by the City to Association members.

F. Injury Leave: Employees who sustain an injury or illness compensable under Oregon's Worker's Compensation laws, and are eligible to receive time loss payments will be paid the difference between their regular gross wages and injury time loss payments for up to one thousand forty (1,040) hours per claim, unless state or federal law provides otherwise. These payments made by the City will be counted as injury leave on payroll records. The employee shall continue to accrue paid leave and health insurance during this period. PERS will be paid on injury leave as allowed by PERS. Employees will be allowed to use injury leave to attend health care provider appointments related to a workers' compensation claim.

After Injury Leave is exhausted, employees shall use available leave for the differential between the employees' time loss payments and their regular gross wages. Whether employees have available leave or not an occupationally disabled employee provided they pay their share of the premium, shall continue to receive health insurance benefits for a period of twenty-four (24) months from the date of disability, or for the duration of employment, whichever is less. After the twenty-four (24) month period, employees will be eligible to purchase continued coverage under the City's health insurance program in accordance with federal and state laws until the employee returns to work or is terminated. Leave accruals will be pro-rated based on leave hours used. Employee shall use accrued leave for the purpose of attending health care provider appointments related to a workers' compensation claim.

If an employee's worker's compensation claim is disputed, and a final decision is issued through the Workers' Compensation Board or Oregon courts reversing previous determination that an employee's injury or illness was not compensable, injury leave benefit will be paid and all prior time charged against an employee's accrued leaves shall be restored to the employee.

If an employee qualifies for Worker's Compensation time loss benefits and is given a light-duty assignment, the employee shall suffer no loss of pay or benefits and will be paid his/her regular pay while on light duty without deduction from his/her sick leave bank in accordance with Article 16 Section E.

ARTICLE 16 - OTHER LEAVES AND LIGHT-DUTY ASSIGNMENTS

A. Jury Duty: An employee shall continue to receive his/her regular salary for the period of required services as a juror. All monies received for jury duty, except personal vehicle mileage, will be surrendered to the City. Employees on jury duty shall be changed to a duty assignment commencing at 8:00 a.m. and ending at 5:00 p.m. and shall not receive a paid lunch period for the time served on jury duty. In addition, if the deliberations of the jury extend beyond 5:00 p.m., the employee shall not be entitled to any overtime pay. Employees will report for work when less than a normal workday is required by such duty.

B. Voting Leave: When an employee's work schedule is such that he/she would not be able to vote prior to or after his/her normally scheduled working hours, he/she may be granted a reasonable time off duty to vote without loss of pay or accrued vacation or sick leave.

C. Leave of Absence Without Pay: It is the expectation of the City that employees will be judicious in their use of paid leave and that the need for leave without pay will be a rare occurrence. In the event of exhaustion of vacation, holiday, and sick leave time, the Chief of Police may authorize leave without pay due to unavoidable absence from work up to thirty (30) days. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the City. Leaves of absence without pay for longer than thirty (30) days must be approved by the City Administrator. Such leave shall not be approved for the purpose of accepting employment outside the City.

D. Family Medical Leave: The City will comply with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Employees who are absent from work for FMLA

or OFLA qualifying reasons, but who are not eligible to receive sick leave benefits will be paid accrued holiday pay and/or vacation pay for their absences. In the event an employee does not specify whether he/she prefers to utilize holiday or vacation pay, holiday pay shall be utilized first, then vacation pay.

The employee shall continue to receive health, long-term disability and life insurance benefits during the time the employee is on designated leave under the Family Medical Leave Act (FMLA). Following the expiration of the FMLA entitlement period, health, long-term disability, and life insurance benefits will continue to be paid by the City, provided that the employee continues to have leave hours charged against their leave bank (sick, vacation, holiday).

Effective upon ratification, for purposes of calculating FMLA and/or OFLA leave, the "rolling" year method permitted under 29 CFR 825.200(b)(4) shall be used. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks of FMLA leave that had not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of FMLA leave during the past 12 months, an additional four weeks of FMLA leave could be taken.

E. Limited Duty Assignments: When an officer who is recovering from an injury or illness compensable under Workers' Compensation is certified as fit for limited or light-duty but not full duty, the City shall provide light-duty employment subject to the following limitations and conditions:

1. The maximum duration of such employment shall be six (6) months from date of release unless the parties agree to extend the assignment.
2. Pay for such position shall be as follows:
 - a. The employee shall receive one hundred percent (100%) of his or her regular rate including incentive pay, but not including pay for premium assignments.
 - b. There shall be no charge to the employee's sick leave, holiday or vacation pay banks for the time spent working in a limited-duty capacity. Paid leave time, including sick leave, shall however, continue to accrue and be available to employees while on a limited-duty assignment. During the time an employee is on light-duty, sick leave, holiday in lieu of pay and vacation pay will accrue at the employee's regular rate. However, employees who utilize sick leave, holiday or vacation pay during a light-duty assignment will be paid at the rate applicable under Section E 2(a), above.
3. The City may assign an employee who is on a light-duty assignment to a different shift without regard to seniority or shift bidding preferences. When it is practical to do so, the City shall also modify the work schedule of limited-duty employees so

as to allow the employee to participate in physical therapy and attend medical appointments.

4. There shall be a limit of two (2) full-time equivalent employee (FTE) placed on light-duty. In the event more than one (1) employee is eligible to be placed in the position, the City shall first offer such work to the sworn employee whose injury or illnesses occurred while on duty.
5. The officer must be able to work in the evidence room, take phone inquiries, and conduct background checks/investigations by phone, do filing and perform various other office tasks in order to qualify for the light-duty position.
6. The City may require a medical verification of the employee's ability to safely perform the light-duty duties described in subsection 4, above, as a condition to placing an employee in a light duty assignment. The City shall have the right to obtain a second medical opinion at its own expense in order to verify any medical opinion it has received from the employee's physician.
7. Light-duty work shall not be offered to an officer who is unable to perform his/her regular job duties as a result of his/her misconduct.
8. Light-duty work may be offered to officers injured off-the-job or for medical conditions, subject to Department approval.

F. Bereavement Leave:

1. In the event of a death in the employee's immediate family, an employee shall be granted a leave of absence of up to five (5) days per occurrence without loss of pay. The amount of bereavement leave granted (not to exceed five (5) calendar days per occurrence) shall be reasonably appropriate and necessary under all the circumstances.
2. Immediate family is defined as spouse, domestic partner, parent, grandparents, child(ren), step-child(ren), brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household.
3. This leave shall be separate from sick leave and shall not accumulate from year to year. Additional unpaid bereavement leave may be available to qualifying employees under the Oregon Family Medical Leave Act (OFLA). Employees may use accrued leave while using bereavement leave that is not City-paid. City-paid bereavement leave runs concurrently with OFLA.
4. In the event of a death of a co-worker, employees may request and be granted vacation leave or other mutually agreeable time off to attend the funeral. In instances where the essential work of the City would be seriously handicapped by

the temporary absence of a group of employees in a division, the City may set a reasonable limit on the number of employees that are to receive such leave.

5. In the event that the City of Woodburn revises the Bereavement Leave section of the City HR Rules during the term of this Agreement so that the bereavement benefits to employees are increased, the increase bereavement benefits shall also be given by the City to Association members.

G. Military Leave: Military leave shall be granted in accordance with federal and state law.

ARTICLE 17- WAGES

A. Appendix A: Wages covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

Effective ~~and retroactive to~~ June 27~~8~~, 2021~~0~~, the City shall increase the wages of all members as reflected in Appendix A by 2.58%.

As set forth in the Wage Schedule contained in Appendix A, sworn employees are eligible for a three percent (3%) longevity step increase upon completion of ten (10) years of service (reflected as Step 9/Longevity 1 in the Police Officer Wage Schedule in Appendix A), are eligible for an additional two percent (2%) longevity step increase, for a total of five percent (5%), upon completion of fifteen (15) years of service (reflected as Step 10/Longevity 2 in the Police Officer Wage Schedule in Appendix A), and are eligible for an additional two percent (2%) longevity step increase, for a total of seven percent (7%), upon completion of twenty (20) years of service (reflected as Step 11/Longevity 3 in the Police Officer Wage Schedule in Appendix A).

B. DPSST Certification Pay: Employees shall receive the following pay for maintaining intermediate and advanced certificates:

Police Officer Intermediate certificate (five percent (5%) monthly base salary)

Police Officer Advanced certificate (ten percent (10%) monthly base salary)

The City will continue to provide forty (40) hours of training per year. If possible, the City will offer training that satisfies DPSST standards. In the event the City provided training does not satisfy DPSST standards due to content or required hours, or in the event employees are not available when City training is offered, training shall be obtained by the employee on employee's own time and at employee's own expense. Such expenses shall not be reimbursed by the City. Employees who fail to maintain their certification will be subject to demotion, or in the event of loss of basic DPSST certification, termination.

C. Step Advancement: Employees are eligible for Step advancement following completion of twelve (12) months of service at the prior Step, subject to Department approval and the salary schedule.

D. Denial of Step: If a Step advancement as provided for in this Article is to be denied, the employee shall be given notice of such denial in writing. The notice of denial must also state the reason for the step denial and, where applicable, specify the standards that must be achieved before the step increase will be granted.

ARTICLE 18 -PREMIUM AND INCENTIVE PAY

Employees are eligible for the following premium and incentive pay:

A. Motorcycle Patrol Premium: Any officer assigned to motorcycle patrol shall receive seven percent (7%) of hourly base pay premium while so assigned.

B. Canine Officer Premium: Canine Officer and dog training activities shall be conducted primarily on-duty. Canine Officers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Canine Officers shall not receive overtime wages for off-duty care of the animal as a family pet.

The parties intend to compensate for the off-duty care, feeding, grooming, bathing, exercising, and kennel cleaning and maintenance time. In order to compensate the Canine Officer for weekly kennel cleaning, maintenance time, and weekly training time, the Canine Officer shall receive five percent (5%) hourly base pay premium. The parties agree that this pay differential fully compensates the Canine Officer for the amount of time required to perform these activities. Off duty training will considered hours worked and will be subject to the 28/day, 171 hour FLSA standard.

The parties agree that commuting to work with the dog does not constitute “hours of work” solely because the dog is in the vehicle. Canine Officers shall be entitled to a call back premium when duty concerns emergency care of their animal, consistent with Article 12.B.

C. Marion County Interagency SWAT Team Premium: Any officer assigned to the Marion County Interagency SWAT Team shall receive premium pay in an amount equal to three percent (3%) of hourly base pay while assigned to the Marion County Interagency SWAT Team.

D. Field Training Officer (FTO) Premium: Officers assigned by the Chief or designee as FTO shall receive a five percent (5%) hourly base pay premium for all hours actively engaged in FTO duties.

E. Language Incentive: Any officer demonstrating oral proficiency in the Spanish or Russian languages shall receive a seven percent (7%) base pay hourly language incentive for sworn officers or a three-and-one-half percent (3.5%) base pay hourly incentive for Community Service Officers. The City is to determine the level of proficiency required and the manner of testing that proficiency. Newly hired officers shall be eligible to receive language incentive pay upon successful completion of testing administered by the City Human Resources Department. Any officer whose oral skills are not sufficient to pass the language testing exam but whose skills are deemed sufficient to utilize on the street shall receive two and one-half percent (2.5%) base pay

hourly incentive. Sufficiency shall be determined by the Chief or his designee. Maximum language incentive shall be limited to seven percent (7%) for employees who have been certified to have multiple language proficiencies.

Testing for language skills shall not be unreasonably delayed and the City reserves the right to expand the language incentive program to include other languages as operational needs of the City change over time. Recertification for employees eligible to receive the Language Incentive will occur every two (2) years.

F. Detectives and School Resource Officer (SRO) Premium: Officers regularly assigned as Detectives or SROs shall receive an additional seven percent (7%) of hourly base pay for the duration of the assignment.

G. Mobile Crisis Response Team Officer: An Officer appointed by the Chief and assigned as a member of the Mobile Crisis Response Team (MCRT) shall receive a premium of five percent (5%) for the duration of the assignment.

H. Physical Fitness Incentive:

1. Establishment of Incentive: Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential cost of health care and work related injuries, a physical fitness incentive is established by this Article.
2. Opportunity to Take the ORPAT: Employees will be provided the opportunity to participate in the DPSST certified Oregon Physical Abilities Test (ORPAT) course. The department will provide four (4) opportunities during the first quarter of each calendar year. A member of the sworn command staff must be present during the test. Participation in the ORPAT test is voluntary and will be conducted during the employee's "off duty" time. If on protected leave during testing period, the employee will be given one opportunity to take the test upon return from protected leave. If the employee passes, the employee will receive the \$350 incentive for the calendar year.
3. Minimum Standard for Passing the ORPAT: The minimum standard for passing the ORPAT shall be the time established as passing by DPSST for an Entry Level Police Officer.
4. Physical Fitness Incentive: Employees who meet the minimum ORPAT passing standard will receive a \$350 physical fitness incentive for the calendar year during which the ORPAT was administered. Employees are eligible to receive the physical fitness incentive in future calendar years when they meet the minimum passing standard in future ORPAT tests.

5. Employees Who Do Not Qualify: Employees who take the ORPAT, but do not meet the minimum ORPAT passing standard, will not be deemed “physically unfit for duty” or be negatively treated by the Department.
6. Employees Who Fail to Participate: Employees who do not take the ORPAT shall not be negatively treated by the Department.

ARTICLE 19 – EXPENSES

Employees will be allowed use of a City vehicle, if available, as needed, to conduct City business or for approved trainings. When an employee is permitted by the Chief of Police or designee to use a personal vehicle to travel for City business or approved trainings, the employee shall be reimbursed at the then-effective IRS rate. When an employee’s duties require the employee to travel outside of City limits, the City will reimburse the employee for the cost of lodging and meals in accordance with City travel policy.

ARTICLE 19A - TUITION REIMBURSEMENT

The City of Woodburn may reimburse an employee for up to 50% of the amount of tuition for courses approved by the City Administrator which are deemed directly applicable and beneficial to City goals and objectives. The tuition reimbursement policy will be limited by budgetary resources within the Department and will follow the following guidelines:

1. The City may reimburse an employee for the amount of tuition for approved courses conducted outside the employee’s regular working hours, provided the employee has made application for approval to the City Administrator at least ten days prior to the registration for such course.
2. Course work eligible for reimbursement must be completed at a college or university holding statewide accreditation.
3. Attendance at job-related courses which are only offered during regular working hours may be approved by the Department Director and the City Administrator subject to the operating requirements of the Department. If the course is approved, leave of absences without pay or vacation time, or other paid leave time other than sick leave may be used by the employee.
4. Reimbursement will not include the cost of travel, books, materials, or other ancillary costs. Reimbursement will be limited to a maximum of six (6) units per semester.
5. Reimbursement will be provided upon showing of a successful completion of course-work- (i.e., a copy of report card or transcript, and a receipt, cancelled check, or other proof that registration has been paid by the employee).
6. Employee will be reimbursed 50% of tuition cost when course-work is completed with an “A” or “B” grade. Tuition will be reimbursed at only 40 % for course-work completed

with a “C” grade. There will be no reimbursement for courses completed with a “D” or for failed courses. Tuition reimbursement is subject to all IRS rules.

7. Employees will be obligated, when deemed applicable, to share the benefit of their education and training with other City employees.

ARTICLE 20 – CLOTHING AND UNIFORM

If an employee is required to wear a uniform, the City shall furnish such uniform to the employee. The City shall pay the cost of the uniform. For sworn employees, the uniform shall include body armor, leather, weapon and other such equipment as issued by the Department. The City may approve alternative weapons and leather, or equivalent, which the employee shall provide at his/her own expense. Body armor shall be replaced in accordance with the manufacture’s recommendation. The City shall replace all irreparably damaged or stolen equipment issued to employees.

The City will provide a boot allowance to uniformed employees, both sworn and non-sworn, in the amount of \$150 per year.

The City will provide a clothing allowance for employees for approved clothing while assigned to plain clothes duty, on an actual reimbursement basis, not to exceed \$750 per year.

ARTICLE 20A – LIABILITY INSURANCE

A. The City shall continue to cover employees during the term of this Agreement with no less on-the-job liability protection than is currently in effect.

B. A copy of the liability insurance policy will be provided to the Association by the City at the beginning of each fiscal year, or whenever any change occurs in the coverage or the carrier.

C. Legal Defense Plan: The City will contribute towards the PORAC Legal Defense Plan that provides each employee with an attorney as a direct result of criminal charges or a criminal investigation arising out of the employee’s performance of his/her duties as an employee.

- a. Effective July 1, 2017, the City will contribute the current contribution for Plan II coverage not to exceed \$5.00 per month for each employee, paid by quarterly reimbursement of invoice provided by the Association for the “PORAC” Plan.
- b. The Association will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.
- c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and employee.

ARTICLE 21 - MANDATORY TRAINING

A. Training Defined: The kinds of training that may be conducted pursuant to the provisions of this Article shall include such activities as DPSST approved classes, college-level instruction, firearms qualification, and instruction as to departmental methods or procedures.

The City agrees to meet and confer with the Association with respect to the selection and scheduling of mandatory training activities.

B. Cost of Training: The City shall pay all costs of mandatory training.

C. Pay for Training: Notwithstanding other provisions of this Agreement and to the extent permitted by law, the City shall have the right to pay employees at their straight-time hourly rate for training activities that the employee is required to attend which do not fall within the employee's regularly scheduled hours of work. This equates to eleven (11) hours per month on a forty (40) hour work week, three (3) hours per month on a one-hundred-seventy-one (171) hour per twenty-eight (28) day work cycle or as allowed by FLSA.

D. Scheduling of Training: The City may alter the regular shift schedules to enable an employee to attend non-mandatory training outside his/her regular work schedule without incurring overtime obligations for that employee, as a condition of approving attendance at such training. Shift changes for that employee are not subject to advance notice of shift scheduling. Employees attending non-mandatory training will, however, be given at least eight (8) hours off duty between shifts.

Also, when a particular class or training activity is to be offered at two or more different times, and when there is a choice between scheduling an employee to attend the training during his/her regular work hours or outside his/her regular work hours, the employee shall, to the extent permitted by the City's reasonable operating needs, be scheduled to participate in the training during his/her regular work hours.

Whenever possible, in-service training, will occur on Tuesdays of the employee's short week and begin after 0800 hours. This provision excludes training associated with specialty positions, such as K9, TSU, and CNU.

E. Firearms Qualification: The City shall schedule not less than six (6) opportunities for each office to practice shooting his/her firearm each year. Included within the above-specified six (6) opportunities shall be not less than four (4) qualifications. The City shall provide adequate ammunition to complete all course of fires including tactical and qualifying training regiments. The City shall also provide training ammunition for officers who wish to qualify with an off duty or backup weapon, so long as the ammunition is of the caliber stocked by the City.

ARTICLE 22 – HEALTH INSURANCE AND OTHER BENEFITS

A. Medical: The City shall provide to both sworn and non-sworn employees medical and prescription coverage through City County Insurance Services (CIS) the Regence Plan -Copay A Rx 4 or the Kaiser Medical Plan B w/Rx care.

B. Vision: The City shall provide vision coverage to both sworn and non-sworn employees the VSP for Regence participants and Kaiser Vision for Kaiser participants.

C. Dental: The City shall provide dental coverage to both sworn and non-sworn employees through CIS ODS II, Willamette Dental, or the Kaiser Dental Plan.

D. Funding:

1. (a). The premium insurance share for both sworn and non-sworn employees shall be ninety-five percent (95%) employer paid and five percent (5%) employee paid for the participant's medical/vision/dental benefits package calculated off of an \$2,200 per month premium cap effective December 1, 2017.

(b). For both Regence and Kaiser plans, any premium amounts higher than the \$2,200 monthly employer premium cap shall be paid 50% by the employee and 50% by the employer.

(c). If an employee splits participation in medical and dental plans (i.e., Regence Medical with Kaiser Dental or Kaiser Medical with Regence Dental), the City will determine which premium share is applicable based upon the employee's medical plan choice (i.e., Regence Medical with Kaiser Dental yields the Regence premium share; Kaiser Medical with Regence Dental yields the Kaiser premium share).

Monthly premiums and cost coverage level for the health insurance for January 1, 2018 to December 31, 2018 can be found in Appendix C.

E. Life Insurance: For the duration of this Agreement, the City shall provide the following:

1. A life insurance policy equivalent to current base wage with twenty-four (24) hour term life and accidental death and dismemberment policy.

2. A \$10,000 on-duty life policy is in addition to the above.

3. A \$1,000 twenty-four (24) hour life double-indemnity accidental death and dismemberment policy.

F. Domestic Partners: For purposes of this Article, where insurance benefits are extended to "spouses," domestic partner shall be considered a spouse. A domestic partner is defined as an

individual of the same sex as the employee who lives with the employee and has fulfilled the requirements contained in and completed the “Affidavit of Domestic Partnership” form which is available from Human resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to “spouses” as limited by carrier contracts. Employees are obligated to promptly notify the Chief of Police when domestic relationships begin and end.

G. Retirement: PERS – During the life of this Agreement, the City agrees to continue to participate in the Public Employees’ Retirement System, which includes crediting of accumulated sick leave toward improved retirement benefits. Effective October 1, 2008, the City shall pick up, assume, or pay the employee’s contribution required by law to PERS subject to the Oregon Administrative Rules pursuant to PERS statutes.

OPSRP – During the life of this Agreement, the City agrees to continue to participate in the Oregon Public Services Retirement Plan (OPSRP) for eligible employees. Effective October 1, 2008, the City shall pick up, assume, or pay the employee’s contribution required by law to OPSRP statutes.

To the extent permitted by Section 414(H-2) of the Internal Revenue Service Code, employee payroll deductions towards the cost of retirement shall be made on a pre-taxable income basis.

H. Long Term Disability Insurance: The employer will pay LTD to equate to 2/3 base salary, like current practice for Sergeants. Plan description to be provided to employees upon request.

ARTICLE 23 - PERSONNEL FILE

A. File Review: Each employee shall have the right, upon request, to review and obtain at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of his/her employment by the City.

B. Removal: Written reprimands, upon request of the employee, shall be removed from an employee’s personnel file at the end of three (3) years from the date the written reprimand was issued, provided there are not subsequent concerns of a similar nature or disciplinary action related to similar conduct during the intervening period of time. All other disciplinary documents shall become a permanent record in the personnel file.

Documents removed from an employee’s personnel file as a result of an employee request will be placed in a confidential file maintained by the HR Director. Such documents will not be used against an employee for the purpose of establishing progressive discipline, but may, for a period of ten (10) years after the document was created, be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating circumstances and compliance with legal obligations.

For police officers, all personnel records including but not limited to the personnel file, records of complaints, and disciplinary actions, shall be retained for ten (10) years after the police officer leaves the City’s employment and provided to other law enforcement agencies that make a request

in accordance with HB 4207, regardless of whether the records have been removed from the police officer's personnel file.

C. File Additions: Each employee shall have the right to read and sign any written material of an evaluative nature that is placed in his/her personnel file. This includes merit ratings, written reprimands, demotions, suspensions, or discharge. Any employee may respond in writing to any item placed in such personnel file, and said response shall become a part of said file.

Nothing in this Article shall restrict the ability of the Department to evaluate employees based upon performance.

ARTICLE 24 - PROBATIONARY PERIODS

Probationary periods shall apply to both new employees and employees having received a promotion. The probationary period shall be eighteen (18) months for all employees new to the Department; however, when a laterally hired, experienced and police-certified new hire is hired, such officer's probationary period shall be twelve (12) months. Employees promoted to a higher classification shall serve a twelve (12) month probationary period. At or prior to the completion of the probationary period, a new employee may be discharged and a promoted employee may be restored to his/her former classification without any reason, justification, or cause being shown.

New employees who are certified and have prior experience may be hired above the Step I rate. An employee so hired shall be eligible for advancement to the next step on the salary schedule after completion of probation. Probation may be extended for a maximum period of six months.

The City reserves the right to negotiate directly with potential lateral hires as to expenses to cover the costs of changing agencies.

ARTICLE 25 – DISCIPLINARY ACTIONS AND PROCEDURES

No regular employee shall be disciplined without just cause and due process. For purposes of this Article, "just cause" shall require that no employee shall receive a written reprimand, be suspended without pay or terminated without just cause. If a question as to just cause exists, it may be resolved by submission to binding arbitration pursuant to the provision of Article 27.

The City acknowledges the right of the employee to request a representative of the Association to be present at any interview where the employee reasonably believes that discipline may result from the interview.

A. Forms of Discipline Include: Written reprimand, suspension, reassignments or demotions (which would result in a reduction of wage rate and are attributable to misconduct, violation of policies or procedures or noncompliance with standards) and termination. Discipline for regular employees will normally be progressive, however, any level of discipline may be imposed based on the totality of circumstances and just cause.

Employee evaluations and Command Counseling are not considered to be discipline and are not subject to the grievance and arbitration procedures set forth in Article 28. Command Counseling is a less formal means of addressing concerns related to performance, daily operations and compliance with departmental standards and expectations. Command Counseling is intended to correct an employee's behavior and provide notice to the employee that the employee's uncorrected behavior could lead to discipline. Command Counseling will not be placed in an employee's personnel file, but will be maintained in the supervisory files for review for yearly evaluations. Command Counseling, including any employee rebuttal, will be purged from the supervisory file after a period of one (1) year from the date of Command Counseling. Nothing in this Article shall be construed to prevent or inhibit the Chief of Police or superior officers from discussing and addressing matters pertaining to the operational needs and standards of the department with employees.

B. Due Process: In the event an employee is under investigation for potential violation of policy or procedures, noncompliance with Departmental Standards or misconduct which could reasonably lead to "discipline" as defined in Section A, above, the employee will be granted the following procedural rights:

1. Disciplinary Interviews and Notice: The employee and a member of the Association's Executive Board will be given forty-eight (48) hours advance written notice of intent to interview, except in situations where exigent circumstances exist to justify lack of notice (such as controlled substance concerns, etc.) Notice to the employee will generally be hand delivered. Notice to a member of the Executive Board may be made electronically. The notice will include: the general nature of the allegation(s) or concern(s) prompting the interview; the policies and/or standards potentially violated; and a reminder of his/her right to consult with an Association representative and to have such a representative present during the interview. This notice is not, however, required under circumstances of an investigation involving alleged criminal conduct.
2. Interviews shall take place on City premises or elsewhere upon mutual agreement, unless an emergency, or special circumstances, exist to justify conducting the interview elsewhere.
3. The City shall make a reasonable good faith effort to conduct employee interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
4. In a non-criminal investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. In an investigation involving potential criminal conduct, employees who are required to answer questions related to the potential criminal conduct will be issued a "Garrity" notice in writing. Such notice will advise the employee that he/she is required to answer questions related to the potential criminal conduct and will be subject to discipline for failure to do so. The notice will further advise the employee that the

answers provided in response to this directive will not be used in a subsequent criminal proceeding.

5. In situations involving the use of deadly force, the employee shall be afforded reasonable opportunity to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of such deadly force.
6. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident(s) which are the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information which is developed during the course of the interview or information related to the employee's understanding of the rule or standard in question and mitigating or aggravating factors.
8. If the City or Association tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to either party. If the interviewed employee is subsequently notified of potential discipline and any part of any recording is transcribed by the City, the employee shall be given a copy of the tape prior to his/her due process hearing.
9. Investigations shall be conducted with no unreasonable delay. Disciplinary interviews and grievance procedure meetings will not be delayed to assure an employee's choice of a particular Association representative, unless the City has agreed.
10. Lie Detector Tests: No employee will be compelled to provide polygraph or voice stress tests.

Command Counseling shall not be considered disciplinary action and shall not be subject to the provisions of this Article.

C. Pre-Disciplinary Loudermill Hearings: Prior to any discipline being imposed, the employee shall be given the opportunity to meet with the Chief of Police or his designee, personally or through an Association representative or attorney, to provide additional evidence and/or mitigating circumstances related to the disciplinary action being considered. The City will provide reasonable advance notice of the meeting and will respond to requests for information related to the conduct leading to the proposed disciplinary action, including requests for copies of investigation documents, witness statements, tape recordings and other information relied upon as a basis for the proposed disciplinary action within a reasonable period prior to the meeting, consistent with PECBA and due process obligations. The City agrees not to decide on the discipline to be imposed on the employee until after such a meeting.

D. Imposing Discipline: Any employee being disciplined will be given official written notice of the discipline being imposed, including a summary of the factual conclusions; the policy, procedures, standards violated and/or misconduct that occurred.

The employee and/or Association representative shall, upon request, be furnished with a copy of the investigation including all witness statements, tape recordings and other materials collected by the City to impose the discipline.

The City shall complete its investigation into an allegation of misconduct by an employer no later than six (6) months from the date of the first interview of the subject employee. The City may extend the completion date for the investigation to a maximum of twelve (12) months from the date of the first interview of the subject employee, provided that before the extension begins, the City provides written notice explaining the reason for the extension to the employee and the employee's association representative.

E. Personnel Files: Disciplinary actions will be placed in employee personnel files and removed from such files in accordance with Article 23 of this Agreement.

F. Officer Involved Shootings: The Department agrees to comply with the procedure for officer involved shootings, attached to this Agreement as Appendix B.

G. Paid Administrative Leave: The Department reserves the right to place an employee on paid administrative leave pending an administrative and/or criminal investigation. In such a case, the employee placed on paid administrative leave shall not experience any reduction in pay including but not limited to incentives or premium pay. Nothing in this section shall be interpreted to limit or restrict the right of the Department to place the employee on an alternate shift and/or make a different employee work assignment.

ARTICLE 26 - FUNDING

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

ARTICLE 26A - DEPARTMENT SEARCHES

A. The City may conduct searches of City owned lockers, desks or other City property for the purpose of locating City equipment or City owned property that may be stored therein. In doing so the City will not be required to have reasonable suspicion or probable cause that the property or equipment will be found therein, provided that:

1. Section D below does not apply when the City is seeking to retrieve needed equipment, such as Tasers, Radios and Radio Equipment, Firearms, and Current Patrol Notebooks.
2. Upon opening the locker, desk or other City owned property, the City shall only retrieve the item needed, and will not conduct a search of the locker, desk, or other City property, once the item sought has been located, and the City shall not open any personally owned containers found in the locker, desk or other City owned property.

B. An investigative search of City owned lockers, desks or other City property will only be conducted with the approval of the Chief or designee upon reasonable suspicion that a violation of policy or procedure has occurred in accordance with applicable law. All other non-assigned areas (e.g., shared desks, common office space, department vehicles) may be searched by the City at any time for any reason.

C. Searches under Article 27, Substance Abuse Policy, may also be conducted. Personal property, such as brief cases, lunch boxes, etc. brought onto City property, as well as lockers, may be searched when the City has reasonable suspicion that alcohol or probable cause that drugs or drug-related paraphernalia may be found.

D. Prior to the search under this Article, notice will be given to the employee who may elect to be present with an Association representative, provided that the presence does not delay the search in excess of 45 minutes. In the event the employee is unable to attend or declines to attend the search, a search will still be conducted in the presence of an Association representative.

ARTICLE 27- SUBSTANCE ABUSE POLICY

The Woodburn Police Department implements the following Substance Abuse Policy to become effective upon execution of the Agreement:

A. Purpose:

1. It is the policy of this Department that the critical mission of law enforcement services justifies maintenance of an alcohol and drug-free work environment through the use of a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of alcohol or use of drugs which interferes with this mission.
2. The law enforcement profession has several uniquely compelling interests that justify the use of employee alcohol and drug testing and other reasonable restrictions designed to produce an alcohol and drug-free working environment.

The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties.

3. Therefore, in order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and alcohol/drug-free law enforcement profession, this Department has adopted the following rules and procedures:

B. Applicant Drug Testing:

1. Applicants for employment in the Department shall be required to take a drug test as a condition of employment during a post-offer/pre-work medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Prohibited Conduct:

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol, including marijuana, during working hours, including rest and meal periods, except in conjunction with the performance of work duties (confiscated evidence, approved undercover operations, etc.)
2. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purposes of this policy, an employee is considered to be “under the influence” of alcohol if his/her alcohol concentration is .02 BAC or more. Alcohol concentration levels measuring less than .02 BAC are considered a negative test result. An employee is considered to be “under the influence” of drugs, if the employee tests positive for having such substances present in his/her body.

In no event will an employee consume any kind of alcoholic beverages within four (4) hours of the time he/she is scheduled to report for work. Where an employee is subject to call-out and he/she has consumed alcoholic beverages within the preceding eight-hour period, the employee shall be required to advise his or her supervisor of that fact, the amount and when the alcohol was consumed.

3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Chief of Police or his/her designee, irrespective of the jurisdiction where such action was taken.

4. Failing to comply with Department directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the Department or rehabilitation counselors pursuant to Article 7 of this Policy.
5. Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required by Section D, below.

For the purpose of this Policy, “drugs” includes, but is not limited to the following controlled substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/methamphetamines and barbiturates. However, “drugs” does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician’s instructions and/or medication warnings. Marijuana is defined as a controlled substance for the purpose of this policy, regardless of whether or not the marijuana was distributed for medical purposes.

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

D. Disclosure of Medications:

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties; illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

E. Employee Testing:

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. Reasonable Suspicion. A supervisor may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions

of this Policy concerning reporting to work or being at work “under the influence” of drugs or alcohol.

“Reasonable suspicion” shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

2. Special Assignments. A drug test shall be considered as a condition of placement in special assignments within the Department and shall be administered prior to such assignment where testing is required by the District Attorney. Such assignments will not be used as a pretense for other types of drug testing.
3. Random. During the one year period, 25% of all persons covered by this Policy shall be randomly tested for drugs during unannounced times.
 - a. The Human Resources Director shall determine the timing of such tests.
 - b. All employees shall have a number controlled by a testing service with SAMHSA/NIDA certified lab, testing and Medical Review Officer (MRO) capabilities, which shall be placed in a pool for anonymous random electronic selection. Each employee shall have an equal chance of being selected in each random selection. The City shall conduct up to four (4) random tests per year.
 - c. Individuals selected for random testing shall be notified the day the test is scheduled, preferably within two hours of the scheduled testing.
 - d. In the event the random testing of any employee is deferred because that employee is in a leave status (sick, vacation, parental leave, etc.) or on duty related travel status away from the City, that employee’s test may be deferred. However, any individual whose test is deferred shall be subject to an unannounced test at any time within the following ninety (90) days.
4. Rehabilitation Treatment: Where testing is required pursuant to Rehabilitation and Return to Work Agreement imposed by the City or an employee’s rehabilitation counselors, individualized testing may be required as outlined in that Agreement.

Urinalysis testing will be conducted for all types of drug testing and breathalyzer testing will be conducted for all types of alcohol testing.

F. Testing Procedures:

1. All testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through

collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive.

2. The other sample shall remain at the testing facility in frozen storage for a minimum of 90 days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.
3. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.
4. If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee's own choosing.
5. All records pertaining to department required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

G. Consequences of Violations:

1. Employees who Report Dependencies and Seek Assistance before Committing Policy Violation – Rehabilitation.

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Chief or his/her designee and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees the employee:

- a. Has been evaluated by a Substance Abuse Professional (SAP);
- b. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and

- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Any employee who violates the terms of the Agreement is subject to immediate termination.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, and/or vacation pay, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family Medical Leave Act.

2. Employees who Report Dependencies and Seek Treatment after Committing a Policy Violation.

Employees who notify the City of drug or alcohol dependencies *after* violating this Policy are subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in Section H1, above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and the Rehabilitation and Return to Work Agreement are not intended to supersede "just cause" requirements.

ARTICLE 28 - GRIEVANCE PROCEDURE

A. Definition: A grievance for the purpose of this Agreement is defined as an alleged violation of this Agreement.

B. Time Limits: The time limits set forth in this Article shall be modified only by written agreement signed by the Association and the City. Failure by the City to respond within a specified time limit shall constitute rejection of the grievance at that step and thereby allow the Association to proceed to the next step within the applicable time limit. Failure by the Association to file a grievance or proceed to the next step within the time limit specified in each step shall constitute termination of the grievance.

For the purpose of this Article, all references to “day” or “days” shall mean business days (Monday through Friday, excluding holidays).

C. Procedure: In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1 - Immediate Supervisor: The employee or the Association shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof or the employee's knowledge thereof. The written grievance shall include: 1) a statement of the specific City action or lack of action which is the cause of the grievance; 2) specific provision(s) of the contract by Article and Section(s) violated; and 3) remedy sought. The supervisor shall make a written response to the grievance within ten (10) days.

Step 2 - Chief of Police: If the grievance is not resolved in Step 1, the grievance shall be appealed to the Chief within ten (10) days of the date the response was received from the employee's immediate supervisor or within ten (10) days of the date that the response was due if no timely response was received. All appeals must be made in writing. The immediate supervisor shall forward to the Chief all materials submitted and received regarding the grievance. The Chief or his designee shall review the materials, conduct interviews and/or meet with Association representatives as deemed necessary and shall issue a written response no later than ten (10) days from the date of receipt of the written appeal.

Step 3 - City Administrator: If the grievance remains unresolved, the grievance shall be submitted in writing within ten (10) days of the date of the response was received, or within ten (10) days of the date that the response was due if no timely response is received, to the City Administrator by forwarding a copy of all materials submitted or received at all prior steps to the City Administrator with a cover letter specifying that the matter is being pursued to the second step. The City Administrator and his/her designee shall meet with the Association within ten (10) days of receipt of the grievance and shall make a written response to the grievance within ten (10) days of the meeting.

Step 4 - Arbitration: If the grievance is not resolved, it may be submitted within fifteen (15) days of the date the response was received, or within fifteen (15) days of the date that the response was due if no timely response was received, to the arbitrator in the following manner.

1. The Association shall serve written notice to the City Administrator of intent to arbitrate and on the same date request a list of five (5) names from the Employment Relations Board (ERB). Within seven (7) days of receipt of the list, the parties shall alternately strike one (1) name from the list, until only one (1) is left. The one (1) remaining shall be the arbitrator.
2. The arbitrator shall render a written decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and

determining if it has been violated. The arbitrator shall not have the authority to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator, provided it is within the scope of this Agreement, shall be final and binding on both parties.

Expenses for the arbitrator’s services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

ARTICLE 29 - SAVINGS CLAUSE

Should any Article, or portion thereof, of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute, or by constitutional amendment, such ruling shall apply only to the specific Article or portion thereof, directly specified in the ruling. If such event occurs, the parties will enter into negotiations, consistent with ORS 243.702, for the purpose of renegotiating the unlawful or unenforceable provision.

ARTICLE 30 – TERM OF AGREEMENT

This Agreement shall be effective upon the date of ratification, unless otherwise stated herein. The terms and conditions of the Agreement shall remain in full force and effect through June 30, 20~~21~~²², and shall also remain in effect through any negotiations for a successor Agreement. This Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

Executed this _____ day of _____, 20~~20~~²¹.

FOR THE CITY

FOR THE WPA

Signature

Signature

Title

Title

WPA
Effective 6/27/21

Compensation Schedule Sworn Officer (shown in dollars per hour)

GRADE	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 @ +10 years	Step 10 @ +15 years	Step 11 @ +20 years
1.1	Officer	28.92	30.08	31.22	32.77	34.31	35.85	37.78	38.54	39.71	40.50	41.31
1.2	Officer-Basic Language	29.65	30.82	32.00	33.58	35.16	36.75	38.73	39.52	40.71	41.52	42.36
1.3	Officer-Advanced Lang	30.94	32.19	33.42	35.07	36.72	38.37	40.42	41.26	42.50	43.35	44.21
2.1	Officer-Intermediate	30.37	31.58	32.79	34.40	36.03	37.65	39.67	40.49	41.70	42.53	43.38
2.2	Officer-Inter Basic Lang	31.13	32.37	33.61	35.28	36.94	38.60	40.67	41.50	42.75	43.60	44.47
2.3	Officer-Inter Adv Lang	32.49	33.80	35.09	36.72	38.54	40.30	42.45	43.32	44.62	45.51	46.41
3.1	Officer-Advanced	31.83	33.09	34.35	36.06	37.74	39.45	41.55	42.40	43.68	44.55	45.45
3.2	Officer-Adv Basic Lang	32.63	33.92	35.22	36.96	38.70	40.43	42.61	43.48	44.78	45.67	46.60
3.3	Officer-Adv Adv Lang	34.03	35.41	36.77	38.59	40.39	42.22	44.47	45.38	46.73	47.67	48.63

Compensation Schedule NON Sworn Officer (shown in dollars per hour)

CSO	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Services Officer	21.69	22.55	23.42	24.59	25.74	26.90	28.34	28.92

APPENDIX A

APPENDIX B

OFFICER INVOLVED SHOOTING

For officer convenience, the Law Enforcement Use of Deadly Physical Force Response Plan adopted by the Marion County Use of Deadly Physical Force Planning Authority pursuant to Senate Bill 111, Oregon Laws 2007 is appended to this Agreement. Because of the existence of other remedies, the Association and the City agree that Appendix B shall not be subject to arbitration under the grievance procedure or serve as the basis for any other claim of a violation of this Agreement.

APPENDIX C

WPA Monthly Premium
Health Insurance Cost by Coverage Level
January 1, 2021 to December 31, 2021

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Copay A RX4 + VSP + Willamette Dental					
Copay A RX 4	\$ 730.34	\$ 1,361.57	\$ 1,811.70	\$ 1,556.15	\$ 2,089.60
VSP 3 (24/24/24)	\$ 8.65	\$ 10.52	\$ 18.75	\$ 12.07	\$ 21.70
Willamette Dental	\$ 63.92	\$ 97.61	\$ 170.36	\$ 111.59	\$ 196.39
Total Cost	\$ 802.91	\$ 1,469.70	\$ 2,000.81	\$ 1,679.81	\$ 2,307.69
Employee Cost	\$ 40.15	\$ 73.49	\$ 100.04	\$ 83.99	\$ 163.85
Cost to City	\$ 762.76	\$ 1,396.22	\$ 1,900.77	\$ 1,595.82	\$ 2,143.85

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Copay A RX4 + VSP + ODS Delta Dental II					
Copay A RX 4	\$ 730.34	\$ 1,361.57	\$ 1,811.70	\$ 1,556.15	\$ 2,089.60
VSP 3 (24/24/24)	\$ 8.65	\$ 10.52	\$ 18.75	\$ 12.07	\$ 21.70
ODS Delta Dental II	\$ 48.69	\$ 74.20	\$ 129.14	\$ 84.80	\$ 148.96
Total Cost	\$ 787.68	\$ 1,446.29	\$ 1,959.59	\$ 1,653.02	\$ 2,260.26
Employee Cost	\$ 39.38	\$ 72.31	\$ 97.98	\$ 82.65	\$ 140.13
Cost to City	\$ 748.30	\$ 1,373.98	\$ 1,861.61	\$ 1,570.37	\$ 2,120.13

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Copay A RX4 + VSP + Kaiser Dental					
Copay A RX 4	\$ 730.34	\$ 1,361.57	\$ 1,811.70	\$ 1,556.15	\$ 2,089.60
VSP 3 (24/24/24)	\$ 8.65	\$ 10.52	\$ 18.75	\$ 12.07	\$ 21.70
Kaiser Dental	\$ 78.06	\$ 120.33	\$ 227.33	\$ 137.50	\$ 262.17
Total Cost	\$ 817.05	\$ 1,492.42	\$ 2,057.78	\$ 1,705.72	\$ 2,373.47
Employee Cost	\$ 40.85	\$ 74.62	\$ 102.89	\$ 85.29	\$ 196.74
Cost to City	\$ 776.20	\$ 1,417.80	\$ 1,954.89	\$ 1,620.43	\$ 2,176.74

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Kaiser Copay B + Kaiser Vision + Willamette Dental					
Kaiser Copay B	\$ 702.63	\$ 1,288.37	\$ 1,737.69	\$ 1,471.81	\$ 2,003.42
Kaiser Vision	\$ 7.02	\$ 12.92	\$ 17.43	\$ 14.77	\$ 20.11
Willamette Dental	\$ 63.92	\$ 97.61	\$ 170.36	\$ 111.59	\$ 196.39
Total Cost	\$ 773.57	\$ 1,398.90	\$ 1,925.48	\$ 1,598.17	\$ 2,219.92
Employee Cost	\$ 38.68	\$ 69.95	\$ 96.27	\$ 79.91	\$ 119.96
Cost to City	\$ 734.89	\$ 1,328.96	\$ 1,829.21	\$ 1,518.26	\$ 2,099.96

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Kaiser Copay B + Kaiser Vision + ODS Delta Dental II					
Kaiser Copay B	\$ 702.63	\$ 1,288.37	\$ 1,737.69	\$ 1,471.81	\$ 2,003.42
Kaiser Vision	\$ 7.02	\$ 12.92	\$ 17.43	\$ 14.77	\$ 20.11
ODS Delta Dental II	\$ 48.69	\$ 74.20	\$ 129.14	\$ 84.80	\$ 148.96
Total Cost	\$ 758.34	\$ 1,375.49	\$ 1,884.26	\$ 1,571.38	\$ 2,172.49
Employee Cost	\$ 37.92	\$ 68.77	\$ 94.21	\$ 78.57	\$ 108.62
Cost to City	\$ 720.42	\$ 1,306.72	\$ 1,790.05	\$ 1,492.81	\$ 2,063.87

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Kaiser Copay B + Kaiser Vision + Kaiser Dental					
Kaiser Copay B	\$ 702.63	\$ 1,288.37	\$ 1,737.69	\$ 1,471.81	\$ 2,003.42
Kaiser Vision	\$ 7.02	\$ 12.92	\$ 17.43	\$ 14.77	\$ 20.11
Kaiser Dental	\$ 78.06	\$ 120.33	\$ 227.33	\$ 137.50	\$ 262.17
Total Cost	\$ 787.71	\$ 1,421.62	\$ 1,982.45	\$ 1,624.08	\$ 2,285.70
Employee Cost	\$ 39.39	\$ 71.08	\$ 99.12	\$ 81.20	\$ 152.85
Cost to City	\$ 748.32	\$ 1,350.54	\$ 1,883.33	\$ 1,542.88	\$ 2,132.85

APPENDIX C CONTINUED

WPA Monthly Premium
Health Insurance Cost by Coverage Level
January 1, 2022 to December 31, 2022

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Copay E RX7+ VSP + Willamette Dental					
Copay E RX 7	\$ 727.91	\$ 1,357.05	\$ 1,805.69	\$ 1,550.98	\$ 2,082.67
VSP A (12/12/24)	\$ 8.49	\$ 10.35	\$ 18.46	\$ 11.85	\$ 21.34
Willamette Dental A	\$ 55.31	\$ 84.53	\$ 147.48	\$ 96.62	\$ 170.10
Total Cost	\$ 791.71	\$ 1,451.93	\$ 1,971.63	\$ 1,659.45	\$ 2,274.11
Employee Cost	\$ 39.59	\$ 72.60	\$ 98.58	\$ 82.97	\$ 147.06
Cost to City	\$ 752.12	\$ 1,379.33	\$ 1,873.05	\$ 1,576.48	\$ 2,127.06

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Copay E RX7 + VSP + ODS Delta Dental II					
Copay E RX 7	\$ 727.91	\$ 1,357.05	\$ 1,805.69	\$ 1,550.98	\$ 2,082.67
VSP A (12/12/24)	\$ 8.49	\$ 10.35	\$ 18.46	\$ 11.85	\$ 21.34
ODS Delta Dental II	\$ 48.66	\$ 74.16	\$ 129.07	\$ 84.75	\$ 148.88
Total Cost	\$ 785.06	\$ 1,441.56	\$ 1,953.22	\$ 1,647.58	\$ 2,252.89
Employee Cost	\$ 39.25	\$ 72.08	\$ 97.66	\$ 82.38	\$ 136.45
Cost to City	\$ 745.81	\$ 1,369.48	\$ 1,855.56	\$ 1,565.20	\$ 2,116.45

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Copay A RX4 + VSP + Kaiser Dental					
Copay E RX 7	\$ 727.91	\$ 1,357.05	\$ 1,805.69	\$ 1,550.98	\$ 2,082.67
VSP A (12/12/24)	\$ 8.49	\$ 10.35	\$ 18.46	\$ 11.85	\$ 21.34
Kaiser Dental I	\$ 78.03	\$ 120.28	\$ 227.15	\$ 137.45	\$ 261.97
Total Cost	\$ 814.43	\$ 1,487.68	\$ 2,051.30	\$ 1,700.28	\$ 2,365.98
Employee Cost	\$ 40.72	\$ 74.38	\$ 102.57	\$ 85.01	\$ 192.99
Cost to City	\$ 773.71	\$ 1,413.30	\$ 1,948.74	\$ 1,615.27	\$ 2,172.99

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Kaiser Copay B + Kaiser Vision + Willamette Dental					
Kaiser Copay B	\$ 721.23	\$ 1,322.56	\$ 1,783.78	\$ 1,510.88	\$ 2,056.56
Kaiser Vision	\$ 6.82	\$ 12.56	\$ 16.94	\$ 14.36	\$ 19.55
Willamette Dental A	\$ 55.31	\$ 84.53	\$ 147.48	\$ 96.62	\$ 170.10
Total Cost	\$ 783.36	\$ 1,419.65	\$ 1,948.20	\$ 1,621.86	\$ 2,246.21
Employee Cost	\$ 39.17	\$ 70.98	\$ 97.41	\$ 81.09	\$ 133.11
Cost to City	\$ 744.19	\$ 1,348.67	\$ 1,850.79	\$ 1,540.77	\$ 2,113.11

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Kaiser Copay B + Kaiser Vision + ODS Delta Dental II					
Kaiser Copay B	\$ 721.23	\$ 1,322.56	\$ 1,783.78	\$ 1,510.88	\$ 2,056.56
Kaiser Vision	\$ 6.82	\$ 12.56	\$ 16.94	\$ 14.36	\$ 19.55
ODS Delta Dental II	\$ 48.66	\$ 74.16	\$ 129.07	\$ 84.75	\$ 148.88
Total Cost	\$ 776.71	\$ 1,409.28	\$ 1,929.79	\$ 1,609.99	\$ 2,224.99
Employee Cost	\$ 38.84	\$ 70.46	\$ 96.49	\$ 80.50	\$ 122.50
Cost to City	\$ 737.87	\$ 1,338.82	\$ 1,833.30	\$ 1,529.49	\$ 2,102.50

	Employee Only	Employee + 1 Child	Employee + Children	Employee + Spouse	Employee + Family
Kaiser Copay B + Kaiser Vision + Kaiser Dental					
Kaiser Copay B	\$ 721.23	\$ 1,322.56	\$ 1,783.78	\$ 1,510.88	\$ 2,056.56
Kaiser Vision	\$ 6.82	\$ 12.56	\$ 16.94	\$ 14.36	\$ 19.55
Kaiser Dental I	\$ 78.03	\$ 120.28	\$ 227.15	\$ 137.45	\$ 261.97
Total Cost	\$ 806.08	\$ 1,455.40	\$ 2,027.87	\$ 1,662.69	\$ 2,338.08
Employee Cost	\$ 40.30	\$ 72.77	\$ 101.39	\$ 83.13	\$ 179.04
Cost to City	\$ 765.78	\$ 1,382.63	\$ 1,926.48	\$ 1,579.56	\$ 2,159.04



Agenda Item

June 14, 2021

TO: Honorable Mayor and City Council through City Administrator
FROM: Jesse Cuomo, Recreation and Parks Manager
SUBJECT: **Boys and Girls Club Agreement**

RECOMMENDATION:

Authorize the City Administrator to enter into a management agreement with the Boys and Girls Club of Salem, Marion, and Polk Counties.

BACKGROUND:

The City and the Boys & Girls Club initiated the teen program partnership in the spring of 2010. This action followed on the heels of operational concerns raised in late 2009 and early 2010, which resulted in the City ceasing operations at the Legion and Settlemier Park Teen Centers. From the perspective of both agencies' staff, the current arrangement has been very successful.

This item will renew the management agreement between the City and the Boys & Girls Club, which will expire on June 30, 2021. The Boys & Girls Club has operated the Settlemier Park Teen Center since 2010, with the partnership proving to be stable and mutually beneficial to both organizations. While the proposed agreement carries a three-year term, both parties still have the option to terminate it with 60 days of notice, should changing circumstances necessitate such action.

The Boys & Girls Club program has adapted to ensure that they safely offer programming to youth served during the COVID-19 Pandemic. The Boys & Girls Club has provided a range of virtual programs to maintain a high level of engagement with participating youth. These programs include virtual workshops and check-ins through the Training Teens for Tomorrow (T3) program. The Boys & Girls Club will re-open in-person programs starting Fall of 2021.

DISCUSSION:

Agenda Item Review: City Administrator ___x___ City Attorney ___xx___ Finance _____

Most of the terms of the enclosed management agreement with the Boys and Girls Club will remain unchanged from the current agreement. However, the term of the agreement will renew the agreement through June 30, 2024:

- o The agreement will be effective from July 1, 2021 to June 30, 2024, with the option to renew.
- o The Boys and Girls Club will operate the Settlemier Park Teen Center four hours per day, Monday through Friday, a minimum of 45 weeks per year.
- o The Boys and Girls Club will continue to support and volunteer at City run events as able.
- o The City will continue to pay all facility utilities charges.
- o The City will continue to provide limited facility maintenance, and information services support to the Settlemier Park Teen Center.
- o The City will remain a stakeholder in the operation of the teen program and will have input into programming decisions.
- o The City will pay the Club \$3,750 per month for services provided under the agreement. This fee remains the same from FY 20/21. The fee will remain constant throughout the entire term of the agreement.

Pre-pandemic the Boys & Girls Club saw increased program participation and educational offerings. The Boys & Girls Club will continue community fundraising efforts to support their operations and continued growth.

FINANCIAL IMPACT:

The annual cost to the City under this agreement will be \$45,000 and is included the proposed FY21/22 General Fund Budget.

MANAGEMENT AGREEMENT

This Management Agreement (this “Agreement”) is made and entered into by and between The City of Woodburn, an Oregon municipal corporation (“City”) and Boys & Girls Club of Salem, Marion, and Polk Counties Inc., an Oregon Non-profit Corporation (“Manager”) to be effective July 1, 2021.

RECITALS

WHEREAS, City provided and managed after school teen center drop-in programs at the Legion Park and Settlemier Park Teen Centers from 2002 until 2010; and

WHEREAS, in May 2010 City entered into a one-year Management Agreement with Manager to operate the teen center drop-in program; and

WHEREAS, The City and Manager executed annual renewals to the Agreement each year from 2011-2014; and three year agreement renewals starting in 2015.

WHEREAS, City believes that it is more efficient and cost effective for it to continue contracting with Manager to manage the teen center drop-in program; and

WHEREAS, Manager represents that it has the expertise necessary for the management and operation of the teen center drop-in program based upon 50 plus years of working with young people from disadvantaged economic, social and family circumstances;

WHEREAS, City and the Manager desire to continue the teen center drop-in program and renew the Management Agreement, which will expire on June 30, 2021; and

WHEREAS, City and the Manager desire to renew the Management Agreement for a term of three years, which will expire on June 30, 2024; and

NOW, THEREFORE, based upon the foregoing recitals, and the mutual covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

A. “Facility” shall mean the City’s teen center building (the “Facility”), located in the southwest corner of the Park that is available for use for the Program.

B. “Park” shall mean the real property, known as Settlemier Park (the “Park”), on Settlemier Avenue consisting of approximately 10.4 acres.

C. "Program" shall mean afterschool recreational, educational, and healthy lifestyles based activities for youth aged 6th – 12th grade as more fully set forth in this Agreement (the "Program").

2. Use of the Facility

Subject to the terms of this Agreement, City grants to Manager permission to use the Facility to conduct the Program pursuant to this Agreement. Manager has inspected the Facility and accepts the same as is, with all faults, in its then existing condition. City expressly disclaims any warranty, expressed or implied, concerning the condition of the facility or its fitness for use for Manager's purposes.

3. Term

A. This Agreement shall be for a three year term beginning on the effective date indicated above and expiring at 11:59 PM, June 30, 2024, unless renewed as provided herein.

B. This Agreement may be renewed by written agreement of the parties.

4. Default and Termination

A. Termination by Manager for Default. This Agreement may be terminated by Manager upon default by City in the performance of any material covenant or agreement herein required to be performed by City and the failure of City to remedy such default within ten (10) days after receipt of a written notice from Manager to remedy the same.

B. Termination by City for Default. This Agreement may be terminated by City upon the occurrence of default by Manager in the performance of any material covenant or agreement herein required to be performed by Manager and the failure of Manager to remedy such default within ten (10) days after receipt of a written notice from City to remedy the same. A default by Manager shall occur if Manager shall become insolvent, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or indebtedness under the federal bankruptcy laws, or shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

C. Termination by City for Convenience. Notwithstanding the above, City may terminate this Agreement for any reason and at its sole discretion if City determines that termination is in the best interest of City. In the event of such termination, City shall provide Manager with at least sixty (60) days written notice to end the Program and vacate the Facility.

D. Termination by Manager for Convenience. Notwithstanding the above, Manager may terminate this Agreement for any reason and at its sole discretion if Manager determines that termination is in the best interest of Manager. In the event of such termination, Manager shall provide City with at least sixty (60) days written notice to end the Program and vacate the Facility.

5. Compensation

City shall pay compensation to Manager for services rendered under this Agreement a management fee of \$3,750.00 per month. The management fee shall be paid no later than the 15th of the month for which services are rendered.

6. Program Management

A. Responsibilities of Manager.

1. The Program shall be managed by Manager as a teen center, providing after school recreational, educational, and healthy lifestyles based activities for youth aged 6th – 12th grade, in accordance with the terms of this Agreement. Youth aged 1st – 5th grade will be permitted in the Facility for special events by Manager to offer after school recreation and educational based activities. Manager shall operate the Program in accordance with the “Boys & Girls Club of Woodburn Programs Fact Sheet” document, attached as Exhibit A.
2. Manager shall ensure that the Program remains open four hours per day, Monday through Friday, a minimum of forty-five (45) weeks per year, except as closures for legal holidays, inclement weather, and facility repairs necessitate.
3. YAB (Youth Advisory Board) in partnership with the Manager will be able to use the Facility to host meetings and participate in the Program.
4. The Manager and YAB will assist in community service projects as able. Selection of community service projects will be at the discretion of the Manager. Examples of projects include community cleanups, city events and assisting local service clubs in community projects.
5. Manager shall provide City an ongoing opportunity to influence decisions regarding teen programming and the activities provided by Manager under this Agreement.
6. Manager shall convene a Woodburn Advisory Council to assist Manager in developing funding and to advise regarding the strategic program direction of the project. The “Woodburn Advisory Council Functions and Expectations” are described in Exhibit B attached hereto.
7. Manager shall not charge teen center participants fees in excess of \$5.00 annually.
8. Manager shall control the scheduling of the Facility, but will cooperate with City in the use of the Facility for civic, public, or municipal events. Such use will be at no charge to City. In the event of such use, City shall restore the condition of the Facility to its condition prior to such use.

9. Manager shall secure the Facility and shall be solely responsible for the security of its personnel, property and equipment. City personnel shall have the authority to prohibit any activity when necessary to protect City property and equipment or the public health and safety; however this shall not decrease the liability of Manager in any way.
10. Manager shall permit reasonable and regular access, inspection and maintenance of the Facility by City.
11. Manager shall not interfere with public access to the Park during the hours it is open to the public and shall abide by all regulations adopted by City concerning the use of municipal parks.
12. Manager shall report annually to the Woodburn City Council on the Program and the status of upcoming events.

B. Responsibilities of City.

1. City shall permit Manager to use certain City owned property, including on site furnishings, the telephone and computer system, and inventory of City owned property as of April 30, 2021. City may, at its sole discretion, remove City owned property from the Facility and disallow its use by Manager.
2. City shall provide maintenance to the Facility as provided in this Agreement.

7. Improvements

Manager shall obtain City's prior written approval before any modifications, alterations, or other changes ("Changes") to the Facility are undertaken, even if temporary in nature. Any approved Changes to the Premises will be at Manager's expense and Manager shall keep the Facility free from all liens, including construction, mechanics, and material man's liens. Upon termination of this Agreement, Manager shall, at its sole expense, dismantle and remove any Changes to facilitate and restore the Facility to its original condition, normal wear and tear excepted.

8. Employees of Manager

Manager shall employ such persons as may be required for the efficient operation of the Program. Manager shall comply with and be solely responsible for the requirements of all federal, state and local law and ordinances and regulations relating to minimum wages, social security, unemployment insurance and workers' compensation and shall not discriminate against any employee or applicant for employment because of race, sex, creed, religion, age, height, weight, color national origin, or disability.

9. Accounting

A. Manager shall keep accurate books of account and records of all Program operations, such records shall be provided to the City within 10 days upon the City's written request.

B. City shall have the right to audit the books, financial statements, and financial data of Manager regarding the Program.

10. Facility Maintenance

A. City Responsibilities. City is responsible for the following:

1. Heating, ventilation, and air conditioning systems;
2. Plumbing, electrical, mechanical systems;
3. Building structure;
4. Security and fire prevention systems;
5. All gas, electric, sewer, water or other utility or service charges;
6. Rain gutters and down spouts;
7. Maintenance of the vegetation on the premises including keeping any grass mowed and weeds controlled;
8. Integrated building appliances and fixtures, such as sinks; and
9. Telephone and personal computer system.

B. Manager Responsibilities. Manager is responsible for the following items:

1. Service and repair of office equipment and furnishings, excluding the telephone system and City owned personal computers;
2. Any interior redecorating of the Facility, including but not limited to interior painting, provided Manager has received prior City approval;
3. Replacing lights in outside light standards; and maintaining interior light fixtures in good working order, including lamp replacement;
4. Basic janitorial services;
5. To keep the walks and entries in the Facility free and clear of ice, snow, rubbish, debris, and obstructions.
6. Any repairs necessitated by the negligence of Manager, its agents,

employees, and invitees; and

7. Any repairs or alterations to the Facility necessary for Manager to comply with laws and regulations set forth in this Agreement.
8. Manager shall keep the Facility in a clean and orderly condition and ensure clean up after Program activities.
9. Manager may utilize City vehicles for program use, but must track mileage and replace fuel used at Manager's expense.

11. Garden Activities

City agrees that Manager may use a limited area of land adjacent to the Facility for gardening activities subject to the following requirements:

A. Garden Location and Layout Plan. Manager will submit to City for approval a written plan outlining Manager's planned location, design, layout, and set-up or changes of the vegetable garden prior to beginning gardening. Any existing trees and shrubs shall remain. No permanent structures shall be erected on said property. Manager shall not deviate from the approved plan without written consent of City.

B. Gardening Activities. Manager shall comply with City ordinances, State and Federal law when conducting any activities on or in relation to the premises. Manager shall not dispose or allow disposal of garden debris or products as solid waste on the premises. This shall not include composting or the use of compost as fertilizer. Manager shall not remove any soil from the Property without City's prior written approval.

C. Structures and Fences. Manager shall not build structures, fences or improvements without prior written approval of the owner.

D. Hours of Operation. Manager shall conduct all activities on the premises only between the hours of 8:00 a.m. and 8:00 p.m. All tools and other gardening implements shall be removed from the premises each day.

E. Water. City shall provide municipal water at no charge via hose to the Property only for the watering of gardens on the Property. City reserves the right to restrict Manager's water use if City determines Manager's use constitutes waste or as the City deems necessary to ensure adequate supply for City's uses. Manager shall be responsible for maintenance of water systems serving the garden plots.

F. Signage. Manager, at its own expense, may erect one (1) sign that conforms to Woodburn Development Ordinance 3.110 and the area of which may not exceed four (4) square feet. The purpose of the sign is to support community awareness of Manager and City must approve the location of said sign.

G. Participation. Manager shall allow only Manager's staff, known volunteers, and

Program Participants, under Manager's supervision to participate in gardening activities on the premises.

H. ADA. Manager shall be responsible for any accommodation and costs related to compliance with the Americans with Disabilities Act (ADA).

I. Storage. Manager shall not store or permit storage of equipment not related to the gardening on the premises. Add: All garden equipment and supplies cannot be stored inside the Youth Activities Center building and must have its own safe and secure storage area.

J. Alcohol. Manager shall not allow any person to consume alcohol on said property.

K. Insecticides. Manager shall ensure that any use of insecticides, herbicides, fumigants, or other similar substances is in accordance with City ordinances, State and Federal law.

L. Commercial Activities. Manager shall not use the premises for any commercial activities, including, but not limited to, the sale of produce or other products to the public.

M. Other Adverse Activities. City reserves the right to terminate any activity that could prove to be an environmental hazard or adversely affect the operation of City government services or disturb the residents of the adjacent neighborhoods.

N. Maintenance. Manager shall provide the following maintenance:

1. Perform daily litter and trash clean up on the premises; and
2. Keep premises in a safe and orderly fashion so as to not impede pedestrian or motor traffic.

O. Garden Space Assignment/Sublease. Manager shall not assign or sublease the premises to any individual or organization without prior written consent of City. Any assignment or sublease shall be void at inception.

P. Termination of Gardening Activities. Upon written notice by City, Manager shall terminate all gardening activities immediately and remove all Manager equipment within 10 days of notice. Garden Activities may be terminated without affecting the other terms of this Management Agreement.

12. Insurance

A. For its activities under the Program, Manager shall procure and maintain the following insurance, which shall be primary in coverage, and shall name City as an additional insured:

1. General comprehensive liability insurance covering all claims with respect to injuries or damages to persons or property sustained in, on or about the Facility and Program activities away from the Facility and the

appurtenances thereto, including the sidewalks and alleyways adjacent thereto, with limits of liability of no less than the following: personal injury and property damage liability - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.

2. Automobile bodily injury and property damage liability covering all owned, non-owned, and hired vehicles with limits of liability no less than the following: \$500,000 each occurrence (no aggregate applicable).
3. Worker's compensation and employer's liability insurance in respect of any work by employees of Manager on or about the Facility.
4. Physical damage insurance covering all Manager initiated improvements and City owned property on loan to Manager. Such coverage shall be in the amount of \$100,000 and shall be written on a replacement cost basis. Such insurance shall be provided on as broad form property coverage as may be customary for commercial properties in the vicinity of the Facility.
5. Manager shall provide to City certificates of insurance and copies of policies obtained by Manager hereunder 10 days prior to occupying the Facility. Further, all policies of insurance obtained by Manager shall:
 - a. be written as primary policies not contributing with and not in excess of coverage that City may carry;
 - b. contain an endorsement providing that such insurance may not be materially changed, amended, or canceled with respect to City except after twenty (30) days' prior written notice from insurance company to City; and
 - c. expressly provide that City shall not be required to give notice of accidents or claims and that City shall have no liability for premiums.

13. Indemnity

A. Manager agrees to indemnify and hold harmless City, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from all of Manager's activities related to the Program. Manager agrees to defend City, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of City.

B. City agrees to indemnify and hold harmless Manager, its officers and employees from any claims, loss, liability, damage, and expense arising from City activities at the Facility or the Park which are unrelated to Manager or the Program under this Agreement.

14. Force Majeure

Neither party shall be deemed in default for nonperformance or for any interruption or delay in performance of any of the terms, covenants, and conditions of this Agreement if the same shall be due to any labor dispute, strike, lock-out, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or causes beyond the reasonable control of either party, provided such cause is not due to the willful act or neglect of the party.

15. Re-delivery of Facility

Manager shall, upon termination of this Agreement, quit and deliver the Facility to City peaceably, quietly and in a condition as good or better as the same now exists, reasonable use and wear thereof excepted. Manager, at Manager's expense, shall repair any damage to the Facility caused by or was the result of Manager's use of the Facility. All keys and/or access cards shall be returned to the City.

16. Compliance with Laws

A. Manager shall comply and conform with all laws and all governmental regulations, rules and orders that may from time to time be put into effect relating to, controlling or limiting its use of the Facility and operation of the Program.

B. Manager shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to nondiscrimination on the basis of race, gender, color, religion, national origin, age and disability in employment or the provision of services.

C. Manager acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Manager further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. Manager warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

17. Representations and Warranties

Manager represents and warrants to the City and covenants as follows:

A. Experience. Manager is experienced in aspects related to the operation and management of the Program and hereby agrees to apply its best efforts and most efficient methods.

B. Formation. Manager is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Oregon. Manager shall at all times during the Term of this Agreement maintain its tax-exempt status under Sections 501(c) (3) of the Internal Revenue Code.

C. Authority. Manager has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has

been duly authorized by all necessary action on the part of Manager and no other corporate or other action on the part of Manager is necessary to authorize the execution and delivery of this Agreement. The individual executing this Agreement for Manager has full authority to do so and thereby to bind Manager to its terms.

D. Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of Manager or any of its affiliates that, if adversely decided, could have a material adverse impact on Manager's ability to perform its obligations under this Agreement.

18. Authority of City

Manager acknowledges that City has certain responsibilities as a City to review, approve, and enforce land use applications, building permit applications, design review applications, and a myriad of other duties in connection with the development of property. Notwithstanding any other term or provision of this Agreement, City shall not be contractually obligated under this Agreement to grant any approvals, consents, or authorizations in its nonproprietary capacity in connection with the review of Manager's land use applications, building permit applications, design review applications, and any other types of applications. It is expressly understood that City does not intend and does not have the legal authority to contractually modify its authority to review, approve, and enforce such applications and decisions.

19. Non-assignment

Manager shall not be entitled to assign this Agreement or delegate all or any part of its obligations without the written consent of City, which consent will not be unreasonably withheld.

20. General Provisions

A. Modification. There are no oral agreements between City and Manager affecting this Agreement, and this Agreement may not be modified except by written instrument executed by the parties.

B. Exhibits. Exhibit "A" (Program Fact Sheet), and Exhibit "B" (Unit Advisory Council Functions and Expectations) are attached hereto, incorporated herein, and made a part of this Agreement.

C. Waiver. If either City or Manager waives the performance of any term, covenant, or condition contained in this Agreement, such waiver shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement. Failure by City or Manager to enforce any of the terms, covenants, or conditions of this Agreement for any length of time shall not be deemed a waiver.

D. Severability. If any term or provision of this Agreement, shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Contract Coordinator.

1. The Contract Coordinator for City shall be the Recreation Services Manager. The City's Contract Coordinator shall receive all written reports, financial statements, and other contract-related contacts from Manager and has the authority to execute documents necessary to implement this Agreement.
2. The Contract Coordinator for Manager shall be its Executive Director. The Executive Director shall provide all written reports, financial statements and other contract related documents required by City.

F. Notices. All notices, consents, and demands which may or are required to be given by either party to the other party pursuant to the terms of this Agreement shall be in writing and shall be deemed given when actually received or forty-eight (48) hours after having been deposited in United States certified or registered mail, postage prepaid, and addressed to City or Manager at the address specified below.

Owner: City of Woodburn
270 Montgomery Street
Woodburn, OR 97071
Attn: Community Services Director

Manager: Boys & Girls Club of Salem, Marion, and Polk Counties
1395 Summer St NE
Salem, OR 97301
Attn: Executive Director

G. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

H. Attorney Fees. In any action brought by either party under this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees in such action, or arbitration or appeal.

I. Governing Law. Any disputes that arise under or concern this Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, City and Manager have executed this Agreement in duplicate effective as of the date first above written.

City: The City of Woodburn, Oregon
By: _____
Title: _____
Date: _____

Manager: Boys & Girls Club of Salem, Marion, and Polk Counties, an Oregon Non-profit Corporation

By: _____
Title: _____
Date: _____

the CLUB TEEN CENTER



BOYS & GIRLS CLUB
OF WOODBURN

Club Demographics

- In addition to the T3 program currently operating, the teen center will reopen in Fall 2021, prioritizing safety, serving up to 20 youth per day
- 98% of members are ethnically and/or racially diverse
- 31% of members are from a single parent household
- 98% of members qualify for free or reduced lunch

Virtual Cooking Club

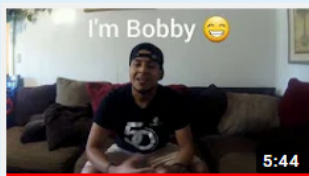
Woodburn Staff engaged with teens virtually in 2020, including a series of Cooking Club videos that can be done from home.



How to Make Champorado - With Lupe



Cooking Club: Jamaica - With Lupe



Make Avocado Toast - With Bobby

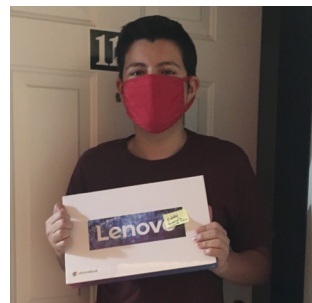


Cooking Club, Bake Scones - With Lupe

Eddy, Youth of the Year

Eddy, our 2019-2020 Youth of the Year began his freshman year at PSU this fall.

The Club was able to help him on the path to success with a new laptop to attend school thanks to the support of our community. He is living on campus and was just accepted to be a resident advisor.



T3: Training Teens for Tomorrow

Continuing Critical Workforce Development Programs in Woodburn

T3 re-launched programs in October, offering transferable employability skills workshops. Teens are also receiving assistance with distance learning, filling out their FAFSA or ORSAA, college applications, and scholarship support.

Additionally, this year we launched our partnership with Oregon State University College of Business and the Educational Opportunities Program that will provide opportunities for teens to explore college through student panels, classroom simulations, workshops, among other virtual events.

Career exploration is also in full force as juniors and seniors have the opportunity to learn about careers in retail through the This Way Ahead program, a partnership with Old Navy Stores. T3 teens receive training in customer service and retail operations as they prepare to interview and apply for employment opportunities at our local Old Navy Store.

Younger members continue to explore careers through virtual partnerships with community professionals as weekly informational interview videos are released for teens to continue exploring careers showcasing the 16 career clusters.

Haili, Woodburn Member



"The reason I rejoined T3 is because I really like what they stand for and they helped me with a lot of stuff for school and work/life. But also it gives me something to do when I just don't want to be home"

GREAT FUTURES START HERE.



**BOYS & GIRLS CLUB
OF SALEM
MARION AND POLK COUNTIES**

Woodburn Advisory Council Functions and Expectations

- 1. All council members shall insure that the organization has the funds to support the appropriate level of mission based programs as determined by the board:**
 - a. Council member personal giving:
 - 1) All council members shall contribute a personally meaningful financial gift to the Boys & Girls Club.
 - 2) All council members are asked to fill two tables at the annual It Just Takes One (IJTO) Complimentary Breakfast.

- 2. All council members shall be active in the determination of advice and direction for the organization which requires:**
 - a. Attendance of at least 80% of council meetings per year and all special events.
 - b. Active participation with specific tasks (i.e. sponsorship, recruitment, etc.) for the two major fundraising events/activities each year.
 - c. Commitment of serving on the council for a two year term, with the option to renew after each two year term.

- 3. All council members shall represent the Boys & Girls Club within the community so that the youth may be better served.**

*I find the above criteria both reasonable for the operation of the
Advisory Council and acceptable to me as a council member.*

Signature

Date

Print Name



Agenda Item

June 14, 2021

TO: Mayor and City Council through City Administrator

FROM: Martin Pilcher, Interim Chief of Police

SUBJECT: **Redflex Contract Extension Amendment**

RECOMMENDATION:

Authorize the City Administrator to sign the attached Seventh Extension of the Agreement with Redflex Traffic Systems, Inc. to provide Red Light/Speed Photo Enforcement Services to the City of Woodburn.

BACKGROUND:

In 2010, the City entered into an Agreement with Redflex Traffic Systems, Inc. to provide Red Light Photo Enforcement Services. In 2019, the Parties agreed to amend the original agreement to include photo speed enforcement. The initial terms of the Agreement expired on June 30, 2015. Under the terms and conditions of the Original Agreement, the City had, and continues to have the option to elect to extend the contract for up to seven (7) additional one (1) year periods. Since 2015, there have been 6 extensions authorized by the City Council. The current extension will expire on June 30, 2021. The city has (1) 1-year extension available.

The City has the legal right to renew the Agreement for another one (1) year period at its discretion, and Staff believes that it is in the City's interest to exercise this option.

DISCUSSION:

Red Light Photo Enforcement Services currently include the maintenance of, and violation processing for equipment and program services located at the intersection of State Hwy. 99E and State Hwy. 211/Mt. Hood Ave. The City and Redflex have enjoyed a professional working relationship and Redflex has provided exceptional service. Redflex has already agreed to the proposed extension of the Agreement.

Agenda Item Review: City Administrator City Attorney Finance

FINANCIAL IMPACT:

Contract terms remain unchanged and Redflex receives a portion of fines collected from violations captured by the system. There is no direct cost to the City Budget.

SEVENTH EXTENSION OF THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC. TO PROVIDE RED LIGHT PHOTO ENFORCEMENT SERVICES TO THE CITY OF WOODBURN, OREGON

THIS SEVENTH AMENDMENT to the Agreement with Redflex Traffic Systems, Inc. to provide Red Light/Speed Photo Enforcement Services to the City of Woodburn, Oregon is entered in to this 1st day of July, 2021 (the "Effective Date") by and between the City of Woodburn, Oregon (the "City"), and Redflex Traffic Systems, Inc. ("Redflex") (collectively referred to as the "Parties")

- A. In 2010, the Parties entered into an Agreement (the "Original Agreement") with Redflex Traffic Systems, Inc. to provide Red Light Photo Enforcement Services to the City of Woodburn, Oregon. In 2019, the Parties agreed to amend the original agreement to include photo speed enforcement; and
- B. The Initial Term of the Original Agreement expired on June 30, 2015. Under the Original Agreement, the City had the option to elect to extend the contract for up to seven (7) additional one (1) year periods. Since 2015, there have been 6 extensions authorized by the City Council. The current extension is set to expire June 30, 2021. The city currently has (1) 1-year extension available.
- C. The City has the right to renew the Agreement for an additional one (1) year period at its discretion; and
- D. The City has determined that it is in the City's interest to exercise its renewal option;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein:

- 1. Pursuant to Article II, Section 2, the City exercises its option to extend the Agreement for an additional one (1) year period until June 30, 2022.
- 2. Except as expressly amended in this Seventh Amendment, the terms and conditions of the Original Agreement shall remain in full force and effect. To the extent that this Seventh Amendment conflicts with the terms and conditions of the Original Agreement, this Seventh Amendment shall control.

CITY OF WOODBURN

REDFLEX TRAFFIC SYSTEMS, INC

By: _____

By: _____

Scott Derickson, City Administrator

Mark Talbot, Group CEO

SEVENTH EXTENSION OF REDFLEX AGREEMENT



Agenda Item

June 14, 2021

TO: Honorable Mayor and City Council

FROM: Scott C. Derickson, City Administrator

SUBJECT: **Transient Occupancy Tax Grant Distribution and Proposed Three-Year Agreement with the Woodburn Area Chamber of Commerce**

RECOMMENDATION:

Authorize the renewal of a proposed three-year agreement, effective July 1, 2021, through June 30, 2024, (see Exhibit A) with the Woodburn Area Chamber of Commerce.

BACKGROUND:

The City of Woodburn has had a continuous Transient Occupancy Tax TOT/Tourism partnership with the Woodburn Area Chamber of Commerce dating back to 2001. Over those years, the tourism program has evolved into its current format administered under the City's Economic Development Department, which includes a multi-year scope of work and funding agreement with the Chamber.

Oregon state law imposes some legal restrictions on the expenditure of a City's TOT funds. Primarily, pursuant to the state statute, the City may not decrease the percentage of its TOT that is actually expended to fund tourism promotion or tourism-related facilities. The proposed agreement with the Chamber of Commerce is in compliance with this requirement of the law.

Ordinance 2057 specifies how TOT funds are to be used:

Section 23. Disposition of Tax Funds. All revenue received from the Transient Occupancy Tax shall be accounted for by a separate revenue line item contained in the General Fund. Sixty-six and two-thirds percent (66 2/3%) of all revenues received from the transient occupancy tax shall be used at the Council's discretion. Thirty-three and one-third percent

Agenda Item Review: City Administrator City Attorney Finance

(33 1/3%) of all revenues received from the Transient Occupancy Tax shall be dedicated to uses that promote and support tourism and economic development activities. Of the monies set aside for tourism and economic development the Council may, at its discretion, expend some or all of those monies on activities conducted by the City or other agencies that advance the Council's tourism and economic development goals. Monies distributed to agencies and organizations other than the City shall be dispersed pursuant to a tourism and economic development grant program. Policies and procedures governing that program shall be established by City Council resolution.

DISCUSSION:

The City and Chamber entered into a similar tourism-promotion related agreement with a term of July 1, 2019, through June 30, 2022, and now desire to supersede and replace that contract with this current Agreement which is for an additional three years. This Agreement is being presented now so that both the City and Chamber of Commerce have funding commitments for the purposes of annual budget preparation.

The included scope of work in the proposed renewal reflects an extension of our ongoing partnership with the Chamber and projects currently underway. Councilors will also note that it is being recommended that the overall compensation to the Chamber increase by \$5,000 in years two and three of the contract term. The increase is in recognition that there was no inflationary mechanism in the prior agreement or overall compensatory increase for the Chamber's services in the preceding years (2009-2016) when the City was managing the impacts of the financial downturn.

The agreement also contains the following highlights:

In Fiscal Years 2021-24 the Chamber will:

- Work with the City to provide staff support to the City led tourism efforts including participation on the North Marion Tourism Collaborative.
- Along with the City staff, participate in- and provide support on the development and implementation of tourism related programs, activities, events, and marketing strategies.

- Collaborate with City staff on tourism strategic planning and setting tourism oriented goals and objectives.
- Provide support and content to City staff for the ongoing maintenance and updates to the *Travel Woodburn* tourism website, kiosk, and other digital platforms.
- Conduct ongoing outreach to tourism assets and partners providing information and updates on Woodburn area events, activities, programs, and/or items of interest.
- Work with the City on updating, maintaining, and distributing Woodburn branded tourism and marketing materials.
- Display area tourism information and link to the Travel Woodburn website on the Chamber’s webpage and post upcoming tourism related events and activities in the Chamber’s weekly newsletter.

Currently, the proposed FY 2021-22 Budget projects \$360,500 in total TOT revenues with the \$55,000 being allocated to the dedicated purposes of compensating the Chamber of Commerce for promoting tourism in partnership with the City. From a budgetary standpoint, Woodburn began allocating and tracking TOT grants in FY 2008-09 with the creation of a TOT General Fund revenue/expenditure line item (GF Acct/199 Non-departmental).

A summary of historical TOT grants provided to the Chamber is as follows:

Summary of Chamber TOT Grants: FY 2001-02 – FY 2018-19

<u>Fiscal Year</u>	<u>Awarded to Chamber</u>
2001-02	\$22,000
2002-03	\$14,764
2003-04	\$50,681
2004-05	\$26,500
2005-06	\$50,615
2006-07	\$43,899
2007-08	\$24,186
2008-09	\$61,939
2009-10	\$48,000
2010-11	\$48,000
2011-12	\$48,000

2012-13	\$48,000
2013-14	\$48,000
2014-15	\$48,000
2015-16	\$48,000
2016-17	\$50,000
2017-18	\$50,000
2018-19	\$50,000
2019-20	\$53,333
TOTAL	\$833,917

FINANCIAL IMPACT:

Based on Ordinance 2057 disbursement allocations, the City shall provide to the Chamber an amount not to exceed \$180,000 of TOT funding under contract period with the following distributions:

- FY 2021-22: \$55,000
- FY 2022-23: \$60,000
- FY 2023-24: \$65,000

Renewal of the agreement will require the City to budget at least an amount not to exceed \$180,000 in TOT tourism funding over the next three fiscal years, contingent upon the actual TOT revenue generated.

The remaining portion of TOT funding is placed in the General Fund where it supports General Fund services and programs, including public safety, economic development, City-sponsored special events, etc. Increasing the amount of TOT funds dedicated to tourism would require a General Fund reduction as an offset.

**Agreement for Services Between
City of Woodburn and Woodburn Area Chamber of Commerce**

This Agreement is made and entered into by and between the City of Woodburn, an Oregon municipal corporation (hereinafter the “City”), and the Woodburn Area Chamber of Commerce, an Oregon non-profit corporation, 270 Montgomery Street, Woodburn, Oregon, (hereinafter the “Chamber”), for tourism promotion activities, as described in this Agreement.

WITNESSETH:

WHEREAS, Ordinance 2057, the Transient Occupancy Tax Ordinance, imposes a Local Transient Occupancy Tax (“TOT”) consistent with the provisions of Oregon state law; and

WHEREAS, the City Council may in its discretion, consistent with Oregon state law and Ordinance 2057, distribute Tourism and Economic Development Funds to qualified community organizations over a multiple year period; and

WHEREAS, the Chamber is a qualified community organization capable of partnering with the City in performing tourism and economic development efforts; and

WHEREAS, the City Council has identified tourism and economic development as a high priority and community goal; and

WHEREAS, the parties previously entered into a similar tourism-promotion related agreement with a term of July 1, 2019, through June 30, 2022, and now desire to supersede and replace that contract with this current Agreement; and

WHEREAS, the parties understand and agree that all funds paid to the Chamber under this Agreement shall be as compensation for the Chamber’s efforts in assisting the City per Section 5 of this Agreement; and

NOW, THEREFORE, in consideration of the terms, conditions, compensation and performances contained herein, the parties hereto do mutually agree as follows:

Section 1. Term. This Agreement will be for a period of three (3) fiscal years, commencing on July 1, 2021 through June 30, 2024. This Agreement will supersede and replace any prior agreements between the parties, including that written contract dated February 6, 2019, which is hereby cancelled as of the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties thereunder.

Section 2. Termination. This Agreement may be terminated at any time by mutual, written consent of the parties or for convenience by either party upon written notice to the other party ninety (90) calendar days prior to the termination.

Section 3. Effect of Termination. If termination of this Agreement occurs for any reason, including expiration of the Agreement, the City shall not be liable for any compensation to the Chamber for work performed beyond the cancellation date. Should this Agreement be terminated, the Chamber will refund to the City, on a pro-rated monthly basis any portion of the annual funding amount under Section 4 of this Agreement that is after the cancellation date.

Section 4. City Funding. The City shall provide to the Chamber an amount of TOT funding under this Agreement as provided herein:

- A. The City will provide Chamber with \$55,000 in 2021-22 fiscal year; \$60,000 in 2022-23 fiscal year; and \$65,000 in 2023-24 fiscal year.
- B. Should the City's annual tourism-related TOT revenue experience a decrease, the City maintains the right to unilaterally adjust the annual payment to the Chamber as deemed appropriate by the City Council.

Section 5. Responsibilities of Chamber. As circumstances may require, the Chamber's responsibilities may be modified by the City Administrator upon written agreement with the Chamber. In addition to making an annual tourism update to the City Council, the Chamber agrees to the following:

- (1) Work with the City to provide staff support to the City led tourism efforts including participation on the North Marion Tourism Collaborative.
- (2) Along with the City staff, participate in- and provide support on the development and implementation of tourism related programs, activities, events, and marketing strategies.
- (3) Collaborate with City staff on tourism strategic planning and setting tourism oriented goals and objectives.
- (4) Provide support and content to City staff for the ongoing maintenance and updates to the *Travel Woodburn* tourism website, kiosk, and other digital platforms.
- (5) Conduct ongoing outreach to tourism assets and partners providing information and updates on Woodburn area events, activities, programs, and/or items of interest.
- (6) Work with the City on updating, maintaining, and distributing Woodburn branded tourism and marketing materials.

- (7) Display area tourism information and link to the Travel Woodburn website on the Chamber's webpage and post upcoming tourism related events and activities in the Chamber's weekly newsletter.

Section 8. Compliance with Federal, State and Local Laws. The Chamber agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 9. Authority to Execute Agreement. The Chamber represents to the City that this Agreement has been duly authorized by all necessary action on the part of the Chamber and no other corporate or other action on the part of the Chamber is necessary to authorize the execution and delivery of this Agreement. That this Agreement has been duly authorized by the Woodburn City Council and the City represents to the Chamber that the City Administrator has the power and authority to bind the City to this Agreement.

Section 10. Legal Relations. Neither the Chamber, nor any employee, officer, official or volunteer of the Chamber shall be deemed an independent contractor, employee or volunteer of the City. No liability shall attach to the Chamber or the City by reason of entering into this Agreement except as expressly provided herein.

Section 11. Indemnification. The Chamber agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 12. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Oregon.

Section 14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. Assignment. Neither party shall assign the Agreement without written consent of the other.

Section 16. Attorney Fees. In any action brought by either party under this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees in such action, or arbitration or appeal.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

Section 18. Notification. All correspondence and notices related to this Agreement shall be directed as follows:

If directed to the City:

City of Woodburn
270 Montgomery Street
Woodburn, Oregon 97071
Attn: Scott C. Derickson, City Administrator

If directed to the Chamber:

Chamber of Commerce
270 Montgomery Street
Woodburn, Oregon 97071
Attn: Executive Director

IN WITNESS WHEREOF, the Chamber and City have, by approval of their respective governing bodies, caused this Agreement to be executed.

WOODBURN AREA CHAMBER OF COMMERCE

John Zobrist, Executive Director

Date

CITY OF WOODBURN

Scott C. Derickson, City Administrator

Date