



Agenda Item

July 21, 2021

TO: City Council

FROM: Eric Swenson, Mayor

SUBJECT: **Committee Reappointments**

The following reappointments are made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, July 26, 2021. No reply is required if you approve of my decision.

Woodburn Recreation and Parks Board

- Ayanna Zamora – Position VI
- David Piper – Position VII

CITY OF WOODBURN

NATIONAL NIGHT OUT 2021

WHEREAS, the National Association of Town Watch is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 3rd, 2021 called "**National Night Out**"; and

WHEREAS, the "**2021 Annual National Night Out**" provides a unique opportunity for the City of Woodburn to join forces with thousands of other communities across the country in promoting cooperative police-community crime, drug and violence prevention efforts; and

WHEREAS, all citizens of Woodburn play a vital role in assisting the Woodburn Police Department through joint crime, drug and violence prevention efforts in Woodburn and is supporting the "**2021 National Night Out**" locally;

WHEREAS, it is essential that all citizens of the City of Woodburn be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drug abuse and violence in Woodburn; and

WHEREAS, police-community partnerships and neighborhood safety and awareness cooperation are important themes of the "**2021 National Night Out**" program;

NOW, THEREFORE, I, ERIC SWENSON, do hereby call upon all citizens of Woodburn to join the Woodburn Police Department and the National Association of Town Watch in supporting the "**2021 Annual National Night Out**" Tuesday, August 3rd, 2021.

FURTHER, LET IT BE RESOLVED THAT, I, MAYOR ERIC SWENSON, do hereby proclaim Tuesday, August 3rd, 2021 as "**2021 NATIONAL NIGHT OUT**" in the City of Woodburn.

ERIC SWENSON, MAYOR

DATE

COUNCIL MEETING MINUTES

JUNE 28, 2021

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JUNE 28, 2021

CONVENED The meeting convened at 7:01 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, Community Services Director Cuomo, Public Affairs and Communications Coordinator Moore, City Recorder Pierson

ANNOUNCEMENTS

The Mayor announced that in observance of Independence Day, City Hall offices and the Library will be closed Monday, July 5, 2021 and that Transit service will be closed Sunday, July 4, 2021.

The Mayor announced that Luis Molina will be this year's Fiesta Mexicana Grand Marshall.

APPOINTMENTS

Carney/Cabrales... appoint Caitlynn Spencer to the Woodburn Recreation and Parks Board. The motion passed unanimously.

PRESENTATION

Fiesta Court – Community Relations Manager Guerrero introduced the City Council to this year's Fiesta Court. Members of the court introduced themselves and stated their reasons for wanting to be a part of the Fiesta Court.

Republic Services – KJ Lewis and Travis Comfort with Republic Services provided a year in review of 2020 and service information for the City of Woodburn community.

COVID-19 Update – Community Services Director Cuomo provided an update on the COVID-19 in Woodburn.

Woodburn Mobile App. – Communications Manager Moore provided an overview of the City's new mobile app.

COUNCIL MEETING MINUTES

JUNE 28, 2021

Middle Housing – Planning Director Kerr, Senior Planner Cortez, and Jamin Kimmel with Cascadia Partners provided information on the process and feedback received regarding Middle Housing, and an overview of the key changes to the Comprehensive Plan and WDO.

CONSENT AGENDA

- A. Woodburn City Council minutes of June 14, 2021,
 - B. Woodburn City Council Executive Session minutes of June 14, 2021,
 - C. Contract Award to ROW Consultants, LLC,
 - D. Crime Statistics through May 2021.
- Carney/Cornwell...** adopt the Consent Agenda. The motion passed unanimously.

Mayor Swenson declared an actual conflict of interest on the next agenda item which is the Amendment to the Purchase & Sale Agreement with Novera, LLC because he is operating a coffee shop in the Metropolis building that is the subject of this agreement. He stated that he would not vote on this item nor participate in the discussion. Council President Carney presided over this agenda item.

AMENDMENT TO PURCHASE & SALE AGREEMENT NOVERA, LLC (347 N. FRONT STREET)

Economic Development Director Johnk provided a staff report. **Swanson/Cabrales...** authorize the City Administrator to sign the Amendment to Purchase and Sale Agreement with Novera, LLC, (347 N. Front Street), extending the date of the balloon payment by one year. The motioned passed unanimously.

WOODBURN/ SILVERTON IGA ADDENDUM

Community Development Director Kerr and Building Official Gitt provided a staff report. **Carney/Schaub...** authorize the City Administrator to sign the Amendment to Intergovernmental Agreement between the City of Silverton and the City of Woodburn for Inspections and Plan Review. The motioned passed unanimously.

CALL-UP BRIEFING: PLANNING DIVISION STAFF APPROVAL OF A DESIGN REVIEW AND EXCEPTION TO STREET RIGHT-OF-WAY AND IMPROVEMENT REQUIREMENTS (“STREET EXCEPTION”) APPLICATION PACKAGE FOR THE PARR ROAD WATER WELL AT 900 PARR ROAD (DR 21-06 & EXCP 21-02)

The Council declined to call up this time.

CITY ADMINISTRATOR’S REPORT

The City Administrator reported the following:

- City Hall will be reopening on July 6 and the Aquatic Center open on a limited basis on July 7.
- Broad overview of COVID experience at the next meeting.
- The City has been approved for the CDBG Food Bank Grant of \$500,000.
- Will be at the OCMA Conference next week in person.
- Thanked those that helped with Downtown Clean up on Thursday.
- Working on recovery dollars and financial strategy.
- Increase security downtown; hiring another community response officer.

COUNCIL MEETING MINUTES

JUNE 28, 2021

MAYOR AND COUNCIL REPORTS

Councilor Puente gave a shout out to the Woodburn athletes noting that the boy's basketball team came in 4th place at State.

Councilor Swanson gave a shout out to the City and Community coming together and providing cooling centers during the hot weather.

Mayor Swenson stated that the City received \$1million for Legion Park renovations and \$15 million towards our community center and gave a shout out to Representative Alonso Leon. He noted that the food bank is having a mural unveiling tomorrow and on Wednesday Senator Wyden will be stopping in Woodburn to visit. He announced that the next City Council Meeting would take place July 26.

ADJOURNMENT

Swanson/Schaub ... meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 9:31 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

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



Agenda Item

July 26, 2021

TO: Mayor and City Council through City Administrator
FROM: Brian Miles, Information Technology Manager
SUBJECT: **Silver Falls Library District Network Support Agreement**

RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement with the Silver Falls Library District to provide computer and network support.

BACKGROUND/ DISCUSSION:

The Silver Falls Library District approached the City requesting a proposal for network support services. Currently, the City provides network support to several local governments and districts in the area providing network support, equipment and software installation.

The proposal is to provide network support services at a set hourly rate with all equipment, software and peripherals to be provided by the Silver Falls Library District and is consistent with other support agreements already in place with other jurisdictions. The proposed support will take approximately 1-4 hours per month to provide adequate coverage to be covered by Information Services.

The agreement is effective from July 1, 2021 – June 30, 2022 with options to extend up to a maximum of four (4) successive one-year terms.

FINANCIAL IMPACT:

The City will charge the Silver Falls Library District \$85 per hour for work (including travel time) completed during regular business hours and \$127.50 per hour for work (including travel time) completed after regular business hours. All hardware costs will be the responsibility of Silver Falls. The fees generated from this and similar agreements help the City offset the expense of operating its Information Technology program.

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

**INTERGOVERNMENTAL AGREEMENT
FOR
COMPUTER AND NETWORK SUPPORT SERVICES**

THIS Intergovernmental Agreement for Computer and Network Support Services ("IGA"), entered into between the City of Woodburn, an Oregon municipal corporation ("Woodburn"), and the Silver Falls Library District, an Oregon library district ("the District"), is made pursuant to ORS 190.010 (Cooperative Agreements).

WHEREAS, the purpose of this IGA is to establish the terms and conditions under which the City will provide Computer and Network Support Services for the District;

NOW THEREFORE, the Parties agree as follows:

1. Services.

1.1. Woodburn shall provide the following Computer and Network Support Services ("Services") as requested by the District:

- a) Support for and maintenance of desktop computers, printers, servers, and any other computer related equipment for the District. All ownership rights to said equipment shall remain with the District.
- b) Set up and/or relocation of any computer related equipment. Network drop locations, power receptacle location, and furniture relocation will be the responsibility of the District.
- c) Work with hardware and software vendor support to resolve issues. If items need to be returned to the vendor for support, the District shall take care of and pay for any shipping and handling.
- d) Work with the District to backup and maintain the District's data.

1.2. In providing Services under this IGA, Woodburn will not:

- a) Provide any physical hardware; but it may help make hardware choice recommendations and assist the District with ordering any necessary hardware.

1.3. Services shall be provided during normal business hours, 8 a.m. – 5 p.m., Monday through Friday, following receipt of a written request from

the District. After-hours and weekend support may also be available on a mutually agreed-upon time frame and at the discretion of Woodburn.

2. Conditions of Services.

2.1. Personnel. Woodburn shall, at its sole discretion, select which personnel will provide Services under this IGA. As the employer of such personnel, Woodburn reserves the right to prioritize the workload of its personnel.

2.2. Standard of Care. Woodburn agrees that all Services provided under this IGA shall be performed in a professional manner with the degree of care and skill ordinarily exercised under similar circumstances by professionals in the State of Oregon.

2.3. Security. In providing Services under this IGA, Woodburn may use the existing encrypted VPN connection to remotely access the District's computers to help troubleshoot and resolve issues.

2.4. Non-Performance. Woodburn shall not be held responsible for delay or failure to provide services to the District when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.

2.5. Records Ownership. All records, information, and work product generated under this IGA shall be the sole property and responsibility of the District.

3. Compensation.

3.1. Fees & Charges. Services rendered will be charged to the District as follows:

- a) \$85 per hour for work completed during regular business hours, based on quarterly-hour increments.
- b) \$127.50 per hour for work completed outside of regular business hours, based on quarterly-hour increments.
- c) Time spent traveling will be added to the hourly rate billed, but there are no additional costs for travel.

- d) Since the City will not be providing any hardware, all hardware costs will be the responsibility of the District.

3.2. Billing. Fees and Charges will be billed to the District by quarterly invoice. Fees and Charges shall be due from the District to the Woodburn within thirty (30) days following receipt of any invoice.

4. Term & Termination.

4.1. Initial Term. The Initial Term of this IGA commences upon July 1, 2021 and runs until June 30, 2022, unless earlier terminated or extended as provided below.

4.2. Option to Extend. The District shall have the option to extend this IGA for up to four (4) successive 1-year terms. If the District elects to exercise this option, then the District must provide Woodburn with written notice no later than ninety (90) days prior to expiration of the IGA's term. If the District fails to provide such notice, this IGA shall terminate at its set expiration.

Any extension will be governed by the same terms and conditions of this IGA, except for the provisions regarding rent. Woodburn shall have thirty (30) days after its receipt of the District's notice of extension to advise the District of any increase to the Service Fee amounts that will apply to the extended period. In the event the District agrees to a said increase, the IGA will be extended for another 1-year term. In the event the District does not agree, this Agreement will terminate. This section will not limit the ability of either party to terminate this Agreement pursuant to Section 4.3.

4.3. Termination. This IGA may be terminated as follows:

- a) Upon nonrenewal at the end of the Initial Term or a successive term.
- b) By mutual written consent of both parties.
- c) Provided neither party is in default under this IGA beyond the applicable cure period, by either party unilaterally giving at least ninety (90)-days prior written notice to the other party.
- d) By either party giving 10-days' prior written notice to the other party when that party has committed a material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach, default, or failure is not cured

within 10 business days after receipt of a notice of breach, or such longer period of cure as the terminating party may specify in its notice.

Notwithstanding the giving of notice of termination as provided under this Section, the District shall remain obligated with respect to any unfulfilled financial obligations which accrued hereunder prior to the effective date of such termination.

5. Compliance with Applicable Laws. The Parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this IGA.

6. Nondiscrimination. The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, regulations in the performance of this IGA.

7. Limitations on Liability.

7.1. Limitations. Woodburn assumes no liability for the accuracy of any data on the District's network. Further the District understands and agrees that Woodburn shall not be liable to the District for any damage that may occur while the District's computer system is being serviced by Woodburn, including liability for indirect, special, exemplary, or consequential damages.

7.2. Indemnification. Other than as limited above, each party shall, to the extent it may under the Constitution and laws of Oregon, indemnify, defend, and hold harmless the other party and its officers, employees, and agents against all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of any kind or nature arising directly out of the party's intentional, reckless, or negligent acts, errors, or omissions in carrying out any activity under this IGA.

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

8. Notices. Any Notice provided for or concerning this IGA must be in writing and will be deemed sufficiently given when personally delivered or mailed by Certified mail, to the respective address of each party as follows:

8.1. For Woodburn. City of Woodburn, Attn: City Administrator, 270 Montgomery Street, Woodburn, Oregon 97071.

8.2. For the District. _____

9. Assignments; Successors and Assigns. Neither party shall assign or transfer any of its interest in this IGA without the written consent of the other party, such consent not to be unreasonably withheld. The provisions of this IGA shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.

10. No Third Party Beneficiaries. No provision of this IGA is intended or will be construed to confer upon or give to any person or entity other than the signatories to this IGA any rights, remedies or other benefits under or by reason of this IGA.

11. Records. Each Party shall retain all its records relating to this IGA and projects/activities carried out under this IGA for a period of six years following expiration or termination of this IGA.

12. Governing Law. This IGA is governed by and will be construed in accordance with the laws of the State of Oregon.

13. Severability. The Parties agree that if any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular term or provision held to be invalid.

14. Merger Clause; Waiver. This IGA constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA. No waiver, consent, modification or change of terms of this IGA shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this IGA shall not constitute a waiver by that party of that or any other provision.

The Parties execute this IGA effective as of the last date of signature specified below.

CITY OF WOODBURN,
an Oregon municipal corporation

Silver Falls Library District
An Oregon library district

Scott Derickson, City Administrator

Christy Davis, Director

Date

Date

July 26, 2021

TO: Honorable Mayor and City Council through City Administrator

THROUGH: Martin Pilcher, Interim Chief of Police

FROM: Andy Shadrin, Lieutenant

SUBJECT: **Intergovernmental Agreement (#HE-4136-21) Marion County and City of Woodburn**

RECOMMENDATION:

Authorize the City Administrator to accept and sign the proposed Intergovernmental Agreement (IGA) (#HE413621) in order to continue the partnership between the City of Woodburn and Marion County with regard to the Mobile Crisis Response Team (MCRT).

BACKGROUND:

In November of 2017, utilizing grant funds provided through a predecessor IGA, the Woodburn Police Department assigned an officer to the Marion County Mobile Crisis Response Team. The funding grant was issued by the State of Oregon to the Marion County Health Department. There are currently three agencies assigned to the team. The members of the MCRT respond to calls throughout the Marion County.

DISCUSSION:

The primary function of MCRT is to help people who are in mental health crisis. Each police officer assigned to MCRT is partnered with a Qualified Mental Health Professional (QHMP). The QHMP's work alongside their assigned officer, responding to calls for service involving people in crisis. Since November of 2017, our officer has responded to at least 3,000 primary calls for service. The teams also perform a number of follow-ups throughout their assigned shifts in order to stay in contact with the citizens they are trying to help. Both the MCRT officer and the QHMP receive specialized training in order to provide the help and resources community members need when they are in crisis.

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

FINANCIAL IMPACT:

Per the IGA, The Woodburn Police Department will receive up to \$150,000 per fiscal year (FY) for FY 2021-2022 and FY 2022-2023, which partially funds costs associated with one full time sworn position, such as salary, overtime, training, vehicle and equipment. This grant revenue is reflected in the Woodburn Police Department's fiscal year (2021-2022) budget.

INTERGOVERNMENTAL AGREEMENT #HE-4136-21

Between

MARION COUNTY and CITY OF WOODBURN

1. PARTIES TO AGREEMENT

This Agreement between *City of Woodburn, on behalf of the Woodburn Police Department an Oregon Municipal Corporation* hereafter called City, and *Marion County, a political subdivision of the state of Oregon*, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the City shall provide Mobile Crisis services to County. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of July 1, 2021 through June 30, 2023 unless sooner terminated or extended as provided herein.

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

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

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

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by City to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- d. If City fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- e. If City fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

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

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the provision of the indicated quantity of services. This agreement may be modified by mutual written agreement of the parties to accommodate a reduction in funds.
- b. If funding budgeted to the Woodburn Police Department through the City of Woodburn budgeting process is not obtained or continued at levels sufficient to allow for the provision of the indicated quantity of services. This agreement may be modified by mutual written agreement of the parties to accommodate a reduction in budgeted funds.
- c. If staffing levels are not obtained or continued at levels sufficient to allow for the provision of the indicated quantity of services. This agreement may be modified by mutual written agreement of the parties to accommodate a reduction in staffing levels.

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

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed \$300,000. Payments under this contract shall be made on a cost reimbursement basis.

2021-2022 Proposed Budget	
Officer Salary and benefits:	\$146,000
Fleet	\$ 3,000
Training	<u>\$ 1,000</u>
FY21-22 Subtotal	\$150,000

2022-2023 Proposed Budget	
Officer Salary and benefits:	\$146,000
Fleet	\$ 3,000
Training	<u>\$ 1,000</u>
FY22-23 Subtotal	\$150,000

4.2 Requests for payment shall be submitted to the County as follows;
City shall submit electronically monthly invoices of actual costs with documentation attention to Ann-Marie Bandfield, Health Program Manager, Marion County Health & Human Services Department at AMBandfield@co.marion.or.us.

Final invoices shall be due no later than July 20, 2023.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

Mobile Crisis teams shall primarily take calls from dispatch that have a mental health component and assist other agencies throughout the county with those types of calls.

5.1 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

Provide trained Officer(s) working a four days per week, ten hour shifts that will primarily take calls from dispatch that have a mental health component and assist other agencies throughout the County with those types of calls.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

Provide a Qualified Mental Health Practitioner (QMHP) who will be coupled with a law enforcement professional to provide assistance with dispatched calls.

6. COMPLIANCE WITH APPLICABLE LAWS

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

7. NONDISCRIMINATION

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

8. HOLD HARMLESS

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

9. INSURANCE

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

10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or

written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. FALSE CLAIMS, FRAUD, WASTE AND ABUSE

Both parties shall cooperate with and participate in activities to implement and enforce the policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Both parties shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Both parties shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Both parties are required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Both parties are required to check the following databases for excluded individuals and entities: Excluded Parties List System (EPLS) www.sam.gov

12. LICENSURE

Parties shall maintain at all times during the term of this agreement any license(s) required by law to perform services under this Agreement.

13. CONFIDENTIALITY

The parties expressly agree to comply with Guidelines for Protected Health Information Disclosure with Law Enforcement, Revised 11/11/2013 incorporated as ADDENDUM NO. 1, and attached herewith.

14. NOTICES

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

For County:
Marion County Health & Human Services
Psychiatric Crisis Center
1118 Oak Street SE
Salem, OR 97301
Attention: Ann-Marie Bandfield,
Health Program Manager

For City:
Woodburn Police Department
1060 Mt. Hood Ave.
Woodburn, OR 97071
Attention: Lieutenant Jason Millican

SIGNATURES

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

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

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Kir Cameron 6-23-2021
Chair Date

Dw Bo 6-23-2021
Commissioner Date

Colleen Lellis 6/23/2021
Commissioner Date

Authorized Signature: [Signature] 6/9/2021
Ryan Matthews, Administrator Date

Authorized Signature: Cyndee Nestor 6/9/21
Cyndee Nestor, Division Director Date

Authorized Signature: [Signature] 6/9/2021
Jeremiah Elliott, Sr. Admin. Srv. Mgr. Date

Authorized Signature: [Signature] 6/14/21
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 6/15/21
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] June 14, 2021
Marion County Contracts & Procurement Date

CITY OF WOODBURN SIGNATURE

Authorized Signature: _____ Date: _____

Title: _____



Marion County
OREGON
Health Department

ADDENDUM NO. 1

Guidelines for Protected Health Information Disclosure with Law Enforcement
Revised 11/11/2013

Purpose: To clarify situations where disclosure of Protected Health Information (PHI) to Law Enforcement is authorized. To promote necessary and appropriate exchanges of information in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

These guidelines specifically pertain to PHI disclosure from Marion County Health Dept (MCHD) to law enforcement agencies.

Because Oregon law also places certain restrictions on disclosure of protected health information that may be more stringent than HIPAA, disclosures authorized under HIPAA may be further restricted by state law. In circumstances where Oregon Revised Statutes establish a higher standard of protection, Marion County will adhere to these more restrictive standards. Authorized disclosure of protected health information will comply with MCHD policy on HIPAA Compliance.

Access to and exchange of MCHD clients' protected health information will be restricted to disclosures authorized by the client unless the criteria described below is met.

Information may be shared without client consent as allowed under HIPAA standards and state laws (ref. ORS 179.505 and ORS 192.512 et seq) when at least one of the following is present:

- in the event of imminent threat to safety of the individual or others and authorization for release is not practical
- In situations where the client's symptoms prevent the individual from providing consent or when client is determined to be unable to give informed consent and the risk of harm to self or others is deemed high (e.g. the individual is highly disorganized and walking out into traffic)

In all situations, the intent of the information sharing must be to protect the safety of the client, MCHD staff, Marion County community members and first responders, including EMS and law enforcement.

Information shall be limited to the minimum required to reasonably assure safety concerns are addressed. PHI disclosure may include:

- Name,
- DOB,

- Address,
- Known history of assaultive or violent behaviors,
- Current mental health symptoms that contribute to risk, and
- Intervention techniques that have been successful in deescalating the client in the past.

Identification of situations where disclosure may be made will be based on the following:

- A review of a forensic psychological evaluation which identifies specific risk factors for violent or assaultive behavior and the risk factors are currently present
- History of use of force by law enforcement when the individual was exhibiting a similar clinical picture to their current mental status
- Stated threats of assault or violence by the individual that are deemed by a mental health professional as credible and likely to occur
- Stated intent by the client to provoke law enforcement into a use of force situation
- Known history of violence toward first responders *and* a reasonable likelihood that contact with first responders will occur due to current symptoms.
- A structured risk assessment has been completed by a mental health professional which indicates significant potential of violence *and* the clinician believes there is a reasonable likelihood of imminence.
- Other situations in which a mental health professional, after assessing current mental status and history of violent behavior, determines the threat of violence toward self or others is heightened and likely to occur.

The goal of the disclosure shall be to assist law enforcement and other first responders in providing a modified response with the lowest potential for violence or use of force. This may include responding to a situation in a more cautious manner, engagement of the Mental Health Response Team or bringing in a CIT-trained officer to assist in the response.


When individuals with a mental illness are taken into custody, mental health staff may release information required to ensure the continuity of treatment. Whenever possible, this information should be shared directly with treating clinicians at the jail, however may be provided to law enforcement personnel when direct contact with a clinician is not feasible.

Alcohol and drug diagnosis and treatment information is further protected under CFR 42 part 2 and is may not be disclosed under these guidelines. These guidelines pertain only to mental health history and treatment information.

Marion County reserves the right to change or readdress any of the guidelines presented here.

MARION COUNTY FEASIBILITY DETERMINATION AND COST ANALYSIS FORM

Directions: Marion County Public Contracting Rules Section 20-0110 instructs the department on how to use this Form. Departments shall complete this form prior to conducting a procurement for services (including anticipated amendments) exceeding \$250,000 to summarize its determinations and evaluation. *Submit this form and any supporting documentation to finance contracts and procurement manager prior to releasing a solicitation under MCPCR Section 20 Public Procurements for Goods or Services.*

Date: 5/17/21	Department: Health & Human Services	Project Name/Location: Mobile Crisis Services
Type of Service (attach draft scope of work if necessary): City of Woodburn (Police Department); Mobile Crisis Services 7/1/21-6/30/23 \$300,000 Mobile Crisis teams will primarily take calls from dispatch that have a mental health component, and assist other agencies throughout the County with those types of calls.		
Person Submitting Request: Linda Wilson		Telephone: 503-361-2792
Department Head (Designee) Signature: 		

Select options 1 or 2:

1. ☒ **Exempt Services.** Contracts with the following services are exempt from a Feasibility Determination:

- | | |
|--|---|
| <input type="checkbox"/> Client Services | <input checked="" type="checkbox"/> Contract exemptions defined in ORS 279A.025 |
| <input type="checkbox"/> Personal Services | <input type="checkbox"/> Construction Services |

2. ☐ **Feasibility Determination.** Determine if one or more of the following special circumstances make the county's use of its own personnel and resources to provide the services not feasible:

- | | |
|--|---|
| <input type="checkbox"/> Lack Specialized Technical Expertise | <input type="checkbox"/> Conflict of Interest; Unbiased Review |
| <input type="checkbox"/> Grant or Other Funding | <input type="checkbox"/> Emergency Procurement |
| <input type="checkbox"/> State or Federal Law Requirements | <input type="checkbox"/> Delay |
| <input type="checkbox"/> Incidental Services for Real or Personal Property | <input type="checkbox"/> Services Completed within Six Months |
| <input type="checkbox"/> Other Special Circumstance | <input type="checkbox"/> None of the above (Proceed to 3. Cost Analysis) |

Indicate why one or more of the Special Circumstances apply:

**MARION COUNTY
FEASIBILITY DETERMINATION AND COST ANALYSIS FORM**

3. **Cost Analysis.** When the services have been determined feasible to complete by the county's own personnel and resources, the department must determine the county's cost to perform the services:

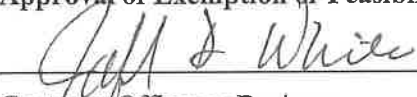
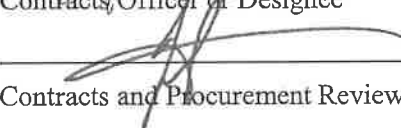
County Estimate to Perform the Services:		County Estimate to Contract Out the Services:	
County Costs		Contractor Costs	
A. Salary or Wage & Benefit Costs (including all employees directly involved)	\$	A. Salary or Wage & Benefit Costs (including all employees directly involved)	\$
B. Material Costs	\$	B. Material Costs	\$
C. Related Costs	\$	C. Related Costs	\$
D. Other Information	\$	D. Other Information	\$
		E. Estimated Contractor profit	\$
TOTAL: (Costs the <u>County would incur</u> to perform the Services.)	\$	TOTAL: (Costs the <u>County would incur</u> to contract out the Services)	\$

Cost Analysis Decision:

- ☐ County estimated costs exceed Contractor costs sole reason is Salary/Wages; may not procure services.
☐ County estimated costs exceed Total Contractor Costs; may proceed with procurement.
☐ Request exemption based on lack of county personnel and resources provide explanation below:

Explanation of Exemption Request (*attach draft scope of work if necessary*):

Approval of Exemption or Feasibility Determination and Cost Analysis

 5/24/21 ☒ **Approved** ☐ **Denied**
 Contracts Officer or Designee Date
 5/24/21
 Contracts and Procurement Review Date



Agenda Item

July 26, 2021

TO: Mayor and City Council through City Administrator
FROM: Martin Pilcher, Interim Chief of Police
SUBJECT: **Intergovernmental Agreement for School Resource Officers**

RECOMMENDATION:

Authorize the City Administrator to sign an agreement with Woodburn School District for School Resource Officer services.

BACKGROUND:

On November 15, 1999, the City of Woodburn and the Woodburn School District entered into an Intergovernmental Agreement for the purpose of establishing the duties and responsibilities of a School Resource Officer and established the financial obligation of each agency.

This School Resource Officer Intergovernmental Agreement includes clauses derived from recent surveys and public meetings conducted by the Woodburn School District in which City of Woodburn personnel participated. The term of the most recent agreement ended on June 30, 2020.

The Woodburn Police Department and the Woodburn School District both believe that the School Resource Officer Program has proven to be very beneficial and wish to continue the program within the school district.

DISCUSSION:

This intergovernmental agreement would be effective between July 1, 2021 and June 30, 2022. It would continue to provide the services of one School Resource Officer at Woodburn High School and one School Resource Officer at the District's two middle schools, maintaining the City's partnership with the school district. The broad spectrum of contacts, interactions, and duties conducted by the two School Resource Officers provide great benefits to both the police department and the school district alike. It is an equitable agreement in that the school district

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provides funding for part of the officers' time utilized at schools, and the City provides for the remainder of the officers' time.

FINANCIAL IMPACT:

Over the course of this agreement, the Woodburn School District has agreed to be responsible for \$105,000 toward salary and fringe benefits for the two school resource officers. The City of Woodburn will provide \$281,680.00 toward salary and fringe benefits for the officers. The City's portion of the funding for this position is identified within the Woodburn Police Department budget for fiscal year 2021-2022.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into under the authority granted under ORS § 190.010 between the City of Woodburn (City) and Woodburn School District (District) for the purpose of clarifying the duties and responsibilities of School Resource Officers (SRO) to be placed with the District and to define the responsibilities of each of the governmental bodies for the supervision, support, and financial obligation of that position.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. CITY'S RESPONSIBILITIES

1. The City will provide two sworn police officers for assignment to School Resource Officer positions during the term of this Agreement. The officers' primary duties will be assignment to any one or more of the Woodburn School District schools while school is in session. The officers may, however, be used for other police duties outside of the school year. The City reserves the right to reassign these officers to other police duties, irrespective of school sessions, when an emergency exists and the officers are required elsewhere. The determination of emergency is at the discretion of the Chief of Police.
2. Over the agreement period, the City will provide \$281,680.00 toward salary and fringe benefits of the two School Resource Officers.
3. The City will be mutually involved with School Administrators in the selection of any officer assigned to this position.
4. The Chief of Police will be solely responsible for the supervision and performance evaluation of the School Resource Officers, but the City agrees that the Chief will seek and utilize information provided by school administrative personnel in the performance of those duties and the officers' suitability to continue in that position. The City will cooperate in any investigation being conducted by the District, law enforcement, DHS, ODE and/or TSPC to the extent allowed by law, policy or memorandum of understanding. At the direction of the District, the City will immediately remove any SRO from all District premises where the Superintendent of the District determines, in the Superintendent's sole discretion, that removal of the SRO would be in the best interests of the District.

B. DISTRICT'S RESPONSIBILITIES

1. During the term of the agreement, District will provide \$105,000 toward salary and fringe benefits of the School Resource Officers, to be invoiced to the District quarterly.
2. The District agrees to allow the SRO to participate in appropriate in-service training, to be included in general staff activities, and to provide facility office space for the officers to work from.
3. The District will review and approve any curriculum to be presented to students, staff, or parents by the officers.
4. The District agrees to assist the Chief of Police in establishing annual goals for the School Resource Officer positions.

C. SCHOOL RESOURCE OFFICER'S DUTIES

The day-to-day operational and administrative control of the SRO will be the responsibility of the City. However, the SRO will collaborate with the building administrators (principal and assistant principal) to address situations as they arise in the building and to determine the most effective use of the SRO's time and expertise. The following list of duties is not intended to be all-inclusive but to describe the principal activities in which the officers may be involved. These activities will not be performed each day, but as the need dictates.

1. Be physically available at appropriate times for personal interaction with youth at school including informal discussions with students, staff, or parents during breaks, lunch, and before and after school activities.
2. Identify youths at risk of becoming delinquent through referrals to the School Resource Officer from school personnel, student advisors, parents, and via interaction with students themselves.
3. Assist in the diversion of youths identified as at risk of becoming delinquent from entry into the juvenile justice system through crisis intervention and referral to other resources and outside agencies.
4. Provide prevention education on vandalism, shoplifting, substance abuse, child and sexual abuse, and issues of personal safety.
5. Perform as a resource center for youth needing referrals to the appropriate government or private service agency.
6. Act as an information source for District personnel on issues or criminal

trends involving youth.

7. Participate and support youth organizations designed to promote responsible behavior (i.e., Natural Helpers, Oregon Student Safety on the Move, Oregon Teen Leadership Institute, etc.).
8. Take appropriate corrective enforcement or referral action in the schools on behavior coming to the officer's attention which is criminal.
9. Promote a positive attitude of youth toward community, school, and local government, including police.
10. Develop and teach classes relevant to youth and crime issues (street law) which are germane to this community.
11. Develop and teach classes regarding civic competence, rights and obligations of youth according to law, rights and responsibilities of citizenship, and the role of citizenship in society.
12. Develop and provide programs which produce peer conflict mediation.
13. Maintain records of calls for service and share to the extent allowed by law, to the District by the officer and the number of hours worked during the year relative to school issues.
14. Attend and participate in the North Marion County Youth Service Team (YST) meetings in an effort to provide a coordinated community-based delivery system of crisis intervention, counseling, consultation and referral, and training to youth, their family and community, and to promote cooperation and understanding between the different agencies. (3 meetings a year)
15. Attend and participate in safety related meetings such as Risk assessment screenings and site safety meetings as needed.
16. To the extent possible, wear ballistic vest beneath uniform.

D. DESCRIPTION OF PARTNER ROLES AND RESPONSIBILITIES

Each party agrees SRO's will not respond to or be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators, unless the violation or misbehavior involves criminal activity.

E. INFORMATION SHARING

The District has given rights to City officers serving as SRO's to view educational records for all District students per Woodburn School District Policy JO/IGBAB (AR). For the purposes of FERPA, the District considers the SRO position as one of school official and as a contractor who assists in performing necessary institutional services on behalf of the District and therefore with legitimate educational interests in student records. Pursuant to District policy, all District staff with rights to view educational records, including SRO's, will abide by said policy and receive appropriate training and guidance.

The City agrees to share information with District officials having a need to know such information so long as sharing of said information is allowed by state or federal law and the City.

F. MODIFICATION OF AGREEMENT

Each party to this agreement will bi-annually review the conditions of the agreement to determine if it is being properly administered, complied with, and to determine its sufficiency to meet program needs. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

G. TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2021 and continue through June 30, 2022. This Agreement may be terminated prior to that date by mutual consent of both parties or by one party notifying the other of their intent to discontinue participation no later than 180 days prior to the end of the fiscal year.

H. LEGAL CONTINGENCIES

1. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless District from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 District shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of District, its officers, employees and agents in the performance of this agreement.

2. INSURANCE. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
3. ADHERENCE TO LAW. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
4. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
5. RELATIONSHIP OF PARTIES. Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors and/or omissions of its own officers, employees and agents, except to the extent provided in the section entitled "Indemnification" of this Agreement.

I. RENEWAL OF AGREEMENT

The parties may renew this Agreement on the same terms and conditions as contained herein by executing a mutual written renewal agreement before the end of the term of this Agreement.

THIS IS THE ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

Approved as to form: _____
City Attorney Date

Approved as to form: _____
School District Attorney Date

City of Woodburn

Woodburn School District 103

By: _____
Scott C. Derickson, City Administrator

By: _____
Sarah Bishop, Director of Business

Date: _____

Date: _____

July 26, 2022

TO: Honorable Mayor and City Council

FROM: N. Robert Shields, City Attorney
Chris Kerr, Community Development Director

SUBJECT: **Ordinance Establishing an Enhanced Penalty for an Intentional Violation of Tree Permit Requirements**

RECOMMENDATION:

Enact the Ordinance Establishing an Enhanced Penalty for an Intentional Violation of Tree Permit Requirements.

BACKGROUND:

At the June 14, 2021 meeting, Councilors expressed concerns about the effectiveness of the City's tree protection regulations and whether the current penalties were adequately deterring the illegal cutting of trees in the City. More specifically, Councilors mentioned specific instances where trees were allegedly intentionally removed without obtaining City permit approval.

DISCUSSION:

Based on these concerns, the City Attorney prepared a proposed Ordinance for your consideration which would significantly increase the financial penalty for *intentional* violations of the City's tree permit regulations. This will both deter violations and serve as an appropriate penalty for those that intentionally and unlawfully remove trees.

As a separate but related item, Planning Staff prepared a Resolution that would authorize Staff to prepare modifications to the WDO that will provide greater clarity and certainty with regard to protecting trees in the City.

Ordinance Establishing Enhanced Penalty for Intentional Violations

Fortunately, in most cases, the City's tree permit regulations are complied with by homeowners, residents, and developers. In most instances, the City Council's

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efforts to preserve trees have been successful. However, for occasions where the City's tree permit regulations appear to have been intentionally violated, there appears to be a need for an enhanced penalty. The new proposed ordinance is designed to deter future violations and act as an appropriate penalty for actual intentional violations.

Key points of the proposed new ordinance are as follows:

- "Person" is defined extremely broadly by the new ordinance.
- The new ordinance will apply to City tree permit regulations under both the WDO and the Street Tree Ordinance (Ordinance 2424)
- The new ordinance applies only to intentional violations of tree permit regulations.
- The "enhanced penalty" for violation of the new ordinance is not more than \$10,000 but not less than \$5,000.

Resolution Initiating Legislative Amendments to the WDO Related to Trees

Also related to this issue, Planning Staff is requesting that the City Council initiate a review of administrative provisions of the WDO related to trees. This will authorize staff to draft the WDO amendments and then return to the Planning Commission and City Council for public hearings.

FINANCIAL IMPACT:

None.

COUNCIL BILL NO. 3159

ORDINANCE NO. 2592

AN ORDINANCE ESTABLISHING AN ENHANCED PENALTY FOR AN INTENTIONAL VIOLATION OF THE TREE PERMIT REQUIREMENTS OF THE WOODBURN DEVELOPMENT ORDINANCE AND THE STREET TREE ORDINANCE AND DECLARING AN EMERGENCY

WHEREAS, the City of Woodburn ("the City") is a home rule municipal corporation of the State of Oregon, created pursuant to Oregon law and the Woodburn City Charter; and

WHEREAS, the City takes pride in, its natural, wooded streetscapes and foliage, which are an essential part of the City's character; and

WHEREAS, the presence of trees aids in stormwater management, helps prevent erosion, improves air quality, conserves energy, provides a wildlife habitat, and preserves and enhances property values; and

WHEREAS, City tree permit regulations have been adopted by the City Council and have been in force for many years; and

WHEREAS, more specifically, the Woodburn Development Ordinance ("the WDO") contains tree permit regulations for "significant trees;" and,

WHEREAS, Ordinance 2424 (the "Street Tree Ordinance") contains tree permit regulations for "street trees;" and

WHEREAS, in the vast majority of cases, the City of Woodburn's tree permit regulations are complied with by most homeowners, residents, and developers and the City Council's efforts to preserve trees have been successful; and

WHEREAS, it has come to the attention of the City Council that there have been certain isolated instances where the City of Woodburn's tree permit regulations appear to have been intentionally violated; and

WHEREAS, these intentional violations of tree permit regulations are uncommon, when they do occur, the City Council believes that it is fair and appropriate that, in instances where an intentional violation is established, an enhanced penalty should be available; **NOW, THEREFORE**,

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. As used in this Ordinance, the following terms are defined as follows:

- A. "City" means the City of Woodburn.
- B. "Intentionally" means that a person acts with a conscious objective to cause the result or to engage in the conduct so described.
- C. "Person" means a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.
- D. "Tree permit regulation" means a legal requirement that a person obtain City permit approval pursuant to the Woodburn Development Ordinance or Ordinance 2424 ("the Street Tree Ordinance") prior to acting to remove a tree.

Section 2. No person shall intentionally violate a tree permit regulation contained in the Woodburn Development Ordinance or Ordinance 2424 ("the Street Tree Ordinance").

Section 3. A person who violates Section 2 of this Ordinance shall be assessed a civil penalty of not more than \$10,000, but not less than \$5,000, for each violation.

Section 4. This ordinance being necessary for the immediate preservation of the public peace, health and safety so that the Woodburn community can be further protected from intentional and unpermitted removal of trees, an emergency is declared to exist and this ordinance shall take effect immediately upon passage and approval by the Mayor.

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

July 26, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director
Colin Cortes, AICP, CNU-A, Senior Planner

SUBJECT: **A Resolution Initiating Legislative Amendments to the WDO Related to Trees**

RECOMMENDATION:

Adopt the resolution.

BACKGROUND:

The Woodburn Development Ordinance (WDO) 4.01.09 establishes that the Council initiate consideration of any potential legislative amendments to the WDO by resolution. The proposed resolution would authorize staff to initiate amendments to the WDO related to trees. Staff would return to the Planning Commission and Council for public hearings.

FINANCIAL IMPACT:

None.

COUNCIL BILL NO. 3160

RESOLUTION NO. 2175

A RESOLUTION INITIATING LEGISLATIVE AMENDMENTS TO THE WOODBURN DEVELOPMENT ORDINANCE RELATED TO TREES

WHEREAS, the Woodburn Development Ordinance (WDO) establishes the standards that land development is required to meet, and relevance and clarity of standards is critical as the city grows; and

WHEREAS, periodic revisions and updates to the Comprehensive Plan and WDO are necessary and expected to comply with revisions to statutes and administrative rules, administer new and revised long-range plans, and address current issues; and

WHEREAS, City tree permit regulations are an important part of the WDO, have been adopted by the Council, and have been in force for many years; and

WHEREAS, more specifically, WDO 1.02 & 3.06.07 contain tree permit regulations for the category of "significant tree"; and

WHEREAS, it has come to the attention of the Council that the portion of the WDO addressing trees is in need of review and revisions; and

WHEREAS, WDO 4.01.09 establishes that the City Council initiate consideration of any potential legislative amendments to the WDO by resolution; **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Pursuant to WDO 4.01.09, the City Council initiates review and legislative amendments to the WDO related to trees.

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

July 26, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director
Colin Cortes, AICP, CNU-A, Senior Planner

SUBJECT: **Middle Housing Project (House Bill 2001): A Resolution Initiating Legislative Amendments to the Woodburn Comprehensive Plan and Woodburn Development Ordinance**

RECOMMENDATION:

Adopt the resolution.

BACKGROUND:

The consultant last briefed the Council about the [Middle Housing Project](#) on June 28, 2021 and presented on the draft amendments in the Council packet.

The draft amendments followed significant involvement from stakeholders and the public and comply with House Bill (HB) 2001. Per Section 3 of the bill, the City has until the deadline of June 30, 2022 to adopt compliant amendments. If the City were to fail to amend prior to that date, then the state "model code" would apply to all middle housing projects.

The last regularly scheduled Council meeting before the adoption deadline would be June 27, 2022.

DISCUSSION:

Woodburn Development Ordinance (WDO) 4.01.09 establishes that the Council initiate consideration of any potential legislative amendments to the WDO by resolution. The attached resolution would authorize staff to initiate amendments to the Comprehensive Plan and WDO related to middle housing. Staff would return to the Planning Commission and Council for public hearings.

FINANCIAL IMPACT:

None.

COUNCIL BILL NO. 3161

RESOLUTION NO. 2176

A RESOLUTION INITIATING LEGISLATIVE AMENDMENTS TO THE WOODBURN COMPREHENSIVE PLAN AND WOODBURN DEVELOPMENT ORDINANCE RELATING TO THE MIDDLE HOUSING PROJECT

WHEREAS, the Woodburn Development Ordinance (WDO) establishes the standards that land development is required to meet, and relevance and clarity of standards is critical as the city grows; and

WHEREAS, periodic revisions and updates to the Comprehensive Plan and WDO are necessary and expected to comply with revisions to statutes and administrative rules, administer new and revised long-range plans, and address current issues; and

WHEREAS, the Community Development Director received a list of draft amendments to the Comprehensive Plan and WDO necessary for compliance with statute and Oregon Administrative Rules (OAR) 660-046 that relate to "middle housing" and resulted from House Bill 2001 (2019); and

WHEREAS, the Oregon Department of Land Conservation and Development (DLCD) awarded grants that funded the consultant, Cascadia Partners LLC, who drafted amendments and presented them to the City Council June 28, 2021; and

WHEREAS, WDO 4.01.09 establishes that the City Council initiate consideration of any potential legislative amendments to the WDO by resolution; **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Pursuant to WDO 4.01.09, the City Council initiates review of the draft legislative amendments to the Comprehensive Plan and WDO related to the Middle Housing Project.

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

July 26, 2021

TO: Honorable Mayor and City Council (acting in its capacity as the Local Contract Review Board) through City Administrator

FROM: Chris Kerr, Community Development Director

SUBJECT: **Award a Contract for Professional Engineering and Building Services to Provide Plan Review for Project Basie (Amazon)**

RECOMMENDATION:

Award a Contract for Professional Engineering and Building Services to provide Plan Review for Project Basie to Clair Company, Inc. and authorize the City Administrator to sign the Agreement.

BACKGROUND:

Given the magnitude of Project Basie and the high workload resulting from the significant level of private development projects currently underway, staff determined that it was necessary to hire an independent consultant to provide professional engineering and plan review services for project Basie.

Staff utilized a Request for Proposals (RFP) process to solicit professional engineering and building plan review services for Project Basie. The RFP was advertised on the City website and sent to all approved companies licensed through the State of Oregon, Department of Consumer and Business Services, to complete third party plan review.

Staff received a total of two proposals that satisfied the requirements of the RFP. Staff reviewed both proposals in accordance with the RFP guidelines and State requirements (ORS 279C.105; State procurement of goods and services). The Clair Company, Inc. was selected as the highest ranking proposer. Staff then proceeded to negotiate the scope of work and fees with Clair. After successful negotiations, City staff and Clair Company agreed upon a contract fee amount of 70% of the plan review fees collected by the City under the adopted fee schedule for the engineering and plan review services, which includes; expedited

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commercial building, mechanical and fire/life-safety plan review services for the project.

DISCUSSION:

Project Basie will construct a new warehouse and order fulfillment center for general consumer products. The building will be 5 stories tall, with an accumulative floor area of approximately 3,849,000 square feet; constructed of materials meeting the requirements for type IA (noncombustible) construction.

Contracting the engineering and building plan review services out to Clair Company, Inc. will allow City Building and Community Development staff to focus on increasing and ongoing residential, multi-family and commercial projects while providing oversight for project Basie.

The contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapter 279C and the laws, and regulations of the City of Woodburn.

FINANCIAL IMPACT:

The Contract for Professional Engineering and Building Plan Review Services with The Clair Company, Inc. will be funded from 70% of the plan review fees collected by the City and paid by the applicant of the project. 30% of the plan review fees will be retained by the City to cover its costs for overseeing the review process.