



City Council Meeting Agenda
Tuesday, February 22, 2022
7:00 p.m. – City Council Regular Meeting
REVISED 02/18/2022

Welcome! Civic Hall will be closed to the public. Until improvements of COVID cases in Yamhill County improve meetings will be held via Zoom and live broadcast ONLY.

The public is strongly encouraged to relay concerns and comments to the Council in one of three ways:

- *Email at any time up to 12 p.m. the day of the meeting to Claudia.Cisneros@mcminnvilleoregon.gov;*
- *If appearing via telephone only please sign up prior to the meeting by emailing the City Recorder at Claudia.Cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;*
- *Join the zoom meeting; send a chat directly to City Recorder, Claudia Cisneros, to request to speak and use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, contact information (email or phone) to the City Recorder. You do not need to state your address for the record when called to speak.***

You can live broadcast the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:

www.mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/84592600180?pwd=eTNZZ2NKV2pDek5lYllRdUl1SjJiZz09>

Zoom ID: 845 9260 0180

Zoom Password: 430974

Or you can call in and listen via zoom: 1-253- 215- 8782

ID: 845 9260 0180

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND LIVE BROADCAST ONLY

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorder and then any citizen participating via Zoom.*
4. PRESENTATIONS
 - a. DISCUSSION ON CITY MANAGER EVALUATION: Scott Dadson, Executive Director of Mid-Willamette Valley Council of Governments (MWVCOG).
 - b. MACPAC PRESENTATION:
 1. Consider approval of work plan for recreation and library facilities.

5. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
 1. Consideration for early termination of Amity Fire IGA.

6. CONSENT AGENDA

- a. Consider **Resolution No. 2022-10**: A Resolution of the City of McMinnville Approving Change Order #1 to the Contract for the Water Reclamation Facility Administration Building Re-Roof Project.
- b. Consider **Resolution No. 2022-11**: A Resolution Appointing Members to the Diversity, Equity, and Inclusion Advisory Committee.
- c. Consider **Resolution No. 2022-12**: A Resolution of the City of McMinnville Approving a Cost Sharing Agreement with McMinnville Rural Fire Protection District.
- d. Consider request from Starz Inc. DBA: Azteca Market for Off-Premises, OLCC Liquor License located at 321 N. Highway 99W.
- e. Consider request from JADA Ventures LLC DBA: Two Dogs Taphouse for Limited On-Premises, OLCC Liquor License located at 401 NE Evans Street. (Added on 02.18.2022)

7. RESOLUTION

- a. Consider **Resolution No. 2022-13**: A Resolution of the City of McMinnville appointing David G. Hansen as Judge Pro Tempore of the McMinnville Municipal Court.
- b. Consider **Resolution No. 2022-14**: A Resolution of the City of McMinnville appointing Michael Videtich Judge Pro Tempore of the McMinnville Municipal Court.

8. ADJOURNMENT OF REGULAR MEETING



City of McMinnville

Parks and Recreation and Library Departments

City of McMinnville

Contact: Susan Muir
McMinnville, OR 97128
(503) 434-7310

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 22nd, 2022
TO: City Council
FROM: Susan Muir, Parks and Recreation Director and Jenny Berg, Library Director
SUBJECT: MacPAC follow up –Parks, Recreation & Library Buildings Master Plan

Report in Brief:

A. Project Overview

On January 25th, 2022 the City Council and MacPAC (McMinnville Programming Advisory Committee) held a joint meeting to discuss the final MacPAC report. This meeting is to follow up on the 'next steps' in the final report and present City Council with a work plan and budget for the next steps.

The recommendations for next steps from the MacPAC final report is included in Attachment A. There are 4 categories of work laid out; site selection, partnerships, refine the facility and cost, and public engagement. The report recommends staff prepare a budget and work plan for City Council to determine how to best move forward. Staff's proposed work plan and budget is Attachment B. As a reminder, you can read the full MacPAC final report [here](#) (or by typing bit.ly/macpacfinal into your browser).

Note, for clarity, staff uses the term Rec Center to mean the new building that will replace both the Community Center and the Aquatic Center.

B. Project Next Steps

The attached work plan lays out a road map to a capital bond going on a future ballot. There are still unknowns related to the timing of a potential vote that need to be decided later. And, as we have learned over the last 2 years of the MacPAC process, the need and ability to pivot and adjust the process should be expected. Staff recommends this building capital bond go on the ballot after the City Service Charge discussion (and subsequent implementation), and hopefully successful Fire District vote. The operating budgets for new and updated library and recreation buildings in the MacPAC report will need to be re-evaluated after we know the outcome of those discussions and the city's budget is stabilized and after additional community engagement occurs. The City Council, MacPAC and staff have all mentioned the need to ensure we build and maintain buildings and provide services that we can financially sustain over time. This work plan sets us up to go on the ballot in May 2023 at the earliest.

The funding for this 16 month work plan overlaps 2 fiscal years. The tasks assigned to the current FY are already funded in the approved budget. The tasks assigned to next FY will be presented in the proposed FY 22/23 budget. The direction and feedback staff is asking for tonight is:

Approval of the attached work plan (including any modifications from the Council discussion).

If the attached work plan is approved, staff will move forward on the funded tasks this FY and incorporate the remainder of the estimated project budget into the FY 22/23 budget proposal. Any changes and/or adjustments to the budget and work plan that are needed in the context of the full city budget can be made during the budget process.

Background:

On October 8, 2019, the City Council reviewed the Phase I [Facilities & Recreation Master Plan & Feasibility Study](#). At a follow up meeting on October 22, 2019 Council directed staff to put in place an advisory committee that would serve as a component of the community engagement efforts going forward. On January 28, 2020, the 19 member MacPAC committee was appointed by City Council to begin Phase II. The [final MacPAC report](#) was presented to City Council on January 25, 2022.

The MacPAC report recommended the following:

- 2 potential sites for a new rec center
- A conceptual design for an approximately 125,000 square feet rec center to replace the existing community center and aquatic center
- A new library at the current site of the Aquatic Center
- An addition to the existing Senior Center and a radical refresh
- To plan for outdoor amenities at each of the sites, in the context of the larger parks and open space planning work, and
- A capital and operating budget for the new rec center, and capital budgets for the library and senior center.

Discussion:

The two questions below were posed by the City Council at the January 25th City Council meeting (the opportunity to ask more questions will remain open throughout the timeline of this project).

1. How will we keep the MacPAC values of equity and environmentalism at the forefront as we move this forward (including in public contracting)?

Answer: The MacPAC final report is now the guiding policy for this project. Staff will use that report to direct future steps of the process, including using the DEI lens and project principles. If the attached work plan is approved, the proposed Parks and Recreation Advisory Committee will also use the plan as the guiding policy for decisions and recommendations, along with other policy documents such as MacTown 2032. Both plans offer a different level of detail but will provide continuity for the project. And, MacPAC members have indicated a willingness and desire to stay engaged and involved in this process, and will hopefully continue to remind us and hold us accountable to the framework they laid out over the last 2 years.

Regarding incorporating the MacPAC equity concepts into the City’s contracting and procurement ordinance(s), the City Attorney’s work plan includes starting a conversation with the DEIAC about potential changes to the City’s procurement policies to incorporate those concepts.

2. How much did MacPAC dive into the open air/village concept that was brought up?

Answer: Not much, there is a lot of opportunity to explore this concept. Because so much has changed over the last 2 years about virus transmission and risk factors for communities, we really need to think about that going forward. At a staff level, we have conceptually kicked around ideas about open air spaces as opposed to all enclosed. There are good and bad examples of how convertible (indoor/outdoor) spaces work or withstand the test of time. We will continue to learn. Another thing related to this that will need to be considered is the findings from the Phase I report. The concept of combining 2 facilities into one was to save on joint activities, such as maintenance, reception, cleaning, etc. Making sure that those concepts of streamlining and not duplicating staffing duties will also need to be considered if we move toward an open air or campus concept that is suitable for our climate so that facilities and programs can run efficiently year round.

Below is a high level summary of the comments from the joint meeting:

- There is support to make this project happen and execute it the way MacPAC has laid it out
- The Council wants to keep MacPAC members engaged and, not disappoint them
- The City has recently been handed a lot in terms of revenue and priorities, we'll need to work hard to keep MacPAC and the community engaged while the city solves revenue problems
- This project would really bring our community together
- It's necessary to make sure engagement includes all voices in our community
- Phasing will be important
- Financial side will be very challenging and we as a city need to do a better job of planning for the ongoing financial operational and maintenance costs with long term stability. We should fix our practices with this project.
- The work needed to put something on a ballot is large, and there is a lot we can learn from past successes in McMinnville
- In the current facilities, the operating cost of running programs out of buildings that are literally falling down around us should be considered.
- We need to tell our story more, related to the condition of the existing buildings and the value of our programs and services
- This is a livability issue and people will support improving that in our community
- Don't stray much from the plan as proposed by MacPAC, we should live up to and deliver on the challenge that we've been given and usher in a

new era. Keep the integrity of the project, trust the community reps about what the community wants and needs

Fiscal Impact:

Below are the approximate budget dollars spent so far and estimated to be spent to arrive at the point of putting a capital bond on the ballot. The original consultant contract (not completed) was approved by council in March of 2019.

Completed

Phase I report: Approximately \$74,000

Final MacPAC report: Approximately \$170,000

Remaining

FY 21/22 remaining work plan: Approximately \$90,000

FY 22/23 work plan estimated budget: Approximately \$220,000

This project (and associated budget) has already spanned 3 years and is slated to continue for another 16 months. The total cost of the master planning work for this project is approximately 4/10 of 1% (.004%) of the *overall capital cost* of the project.

Recommendation:

Staff recommends City Council approve the attached work plan and keep this project moving forward. The current conditions of the Aquatic Center and Community Center are, as one MacPAC member stated – unacceptable. As the MacPAC report states and the consultants have repeatedly said – doing nothing is not an option. Since the project began, good and bad things have happened in the 4 buildings involved in the project, we have:

- Spent over \$50,000 to keep the library HVAC running
- Spent over \$37,000 on unexpected leaks and boiler issues at the Aquatic Center
- Since 2019, spent over \$44,000 at the Community Center to try and keep temperatures inside the building reasonable.
- Changed the way we use spaces entirely since the pandemic hit. We’ve moved furniture out of almost all the spaces, and we haven’t moved some of that furniture back. We’ve essentially lost space/ furniture/seats for patrons.

- Book shelves at the library continue to overflow and books stack on top of the shelves.
- Repainted the pools (the underwater part) per the approved budget. And while that new paint was drying, a hole in the roof dripped and stained the new paint. (Staff was eventually able to remove the staining.)
- Arrived at the point of putting blue tarps on the roof of the Aquatic Center to try and slow the leaks.
- Lost the 2 tenants at the Community Center one due to the lack of airflow and circulation after covid hit, and the other due to roof leaks and air temperatures (recorded lows in their space of 60 degrees and highs of 90 degrees) caused by a poor HVAC system.
- The commercial refrigerator at the Senior Center, which was turned off while the building was closed due to the pandemic, did not restart and was unrepairable. We have purchased a new one.
- The ability for Parks and Recreation to add revenue generating programs and increase patronage has not only been challenged by the pandemic but by the decline of the building conditions.

The Parks and Recreation managers have done everything they can to continue to maintain and provide excellent services and programs out of the Aquatic Center and Community Center. But the challenges are daunting. Continuing with this project and including the Senior Center and Library in the discussion will hopefully prevent those two structures from falling into the same condition.

Attachments:

Attachment A: Final Recommendation from the MacPAC Report

Attachment B: Proposed Work Plan

Next Steps from p. 40 – MacPAC Final Report

The language below is copied directly from the Final Report

MacPAC's work has been completed and they should be applauded for the dedication and effort in bringing forth recommendations for the three facilities. MacPAC should now transition to a support group to bring the projects to a positive vote for funding. With the acceptance of this report the City Council should direct staff to develop a budget and work plan to determine how best to move forward with additional planning work and the time frame for this effort. There is additional work that still needs to be done.

Site Selection

- Establish the preferred site for a recreation/aquatic center
- Secure the acquisition rights to the preferred site

Partnerships

- Move partnerships, especially equity partnerships to the next level of discussion and formalize them through MOU's, IGA's and other written agreements

Refine & Right Size Facilities

- Develop a plan for capital and operations funding
- Revise the concept and site plans for the facilities based on possible changes to the MacPAC recommendations
- Update the capital and operations cost estimates as necessary
- Position the projects for alternative funding options by having the planning efforts as close to "shovel ready" as possible

Public Engagement

- Informal open houses and surveys for the MacPAC product
- Scientific polling for potential ballot measures

Projects Sequence

Determine the priorities for the development/renovation of facilities. The recommended priorities are listed below based on the physical condition of the facilities, the recommendations of MacPAC, and the consultant team:

- New Recreation/Aquatic Center*
- Senior Center renovation and expansion
- New Library

*With the current physical condition of the Community Center and Aquatic Center, doing nothing is not an option. The city will need to determine the best course of action moving forward or risk the future closure of these facilities.

PROPOSED Work Plan

Recreation and Library facilities

FY 2021/2022 and 2022/2023

**indicates a financial component is included in the existing or proposed budgets.*

Partnerships & Site Selection (March 2022 – March 2023)

1. Move partnerships, especially equity partnerships to the next level of discussion and formalize them through Memorandums Of Understanding (MOU's), Intergovernmental Agreements (IGA's) and other written agreements to include but not be limited to approaching the entities listed below*:
 - McMinnville School District
 - Linfield University
 - Willamette Medical
 - McMinnville Swim Club
 - Mac Water & Light
 - Chemeketa Community College
2. Begin preliminary property conversations and potential partnership proposals on the 2 sites MacPAC recommended. *

Public Engagement

Phase I (March 2022–January 2023):

3. Continue with Polling/Bond/Phasing Strategy development. *
4. (New!) Building on the strength of MacPAC and the DEIAC, create an ongoing Parks and Recreation Advisory Board to be appointed by City Council– specifically seeking a body that reflects the varied demographics of McMinnville including residents who:
 - come from diverse races and cultures,

- have (or care for someone with) physical or emotional barriers to participation, and
 - span the economic spectrum related to income.
5. Develop and implement a communication plan – telling our story (current conditions and current resources).*
 6. Conduct work sessions & develop general public info: Debt capacity, financial tools, city ballot measure history (road bond, Police Department/Civic Hall, 1999 Parks Bond)
 7. Conduct preliminary feasibility assessment for existing Community Center (future use, value, revenue potential, ownership)*

Fire District Vote Occurs

Phase II :

8. Inform and seek public feedback on the MacPAC product – ensuring those voices farthest from opportunity are included in the design and funding.*
9. Polling & election messaging*
10. Community formation of a [PAC](#) (political action committee) – a non-city entity to receive contributions to support a ballot measure.

Priority 3: Refine proposal

Refine & Right Size facilities, finances and phasing.

11. Develop a realistic and financially stable plan for both capital and operations funding*
12. Revise the concept and site plans for the facilities based on partnerships and public feedback on the MacPAC recommendations with enough specificity for a successful ballot measure.*

13. Position the projects for alternative funding options (grants, etc.) by having the project (or elements of it) as close to “shovel ready” as possible (lobbying/federal delegation/grants)

FY 21/22 remaining budget (approx. \$91,000)

3. Polling/Bond/Phasing Strategy development
5. Begin phase I Communication Plan

FY 22/23 Add Package Estimate:

1. \$20,000 legal support for formalizing contracts, intergovernmental agreements, memorandums of understanding, etc.
 2. \$10,000 Property appraisals, land studies and due diligence
 - ~~3. Polling / Campaign Strategy Funded in FY 21/22~~
 - ~~5. Interim Communication Plan Funded in FY 21/22~~
 7. \$65,000 Phase I preliminary feasibility study – Community Center
 8. \$25,000 public feedback on MacPAC design
 9. \$50,000 Polling & election communication/messaging
 11. \$25,000 – Update financial operational plan
 12. \$25,000 – Update conceptual design plan
- \$220,000**



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 22, 2022
TO: Jeff Towery, City Manager
FROM: Josh Adelman, Project Manager
SUBJECT: WRF Admin Building Re-Roof Change Order #1

Report in Brief:

This action is the consideration of a resolution to approve Change Order #1 for the WRF Admin Building Re-Roof, Project 2021-10, in the amount of \$198,976.00 to Washington Roofing Company for the construction of the WRF Admin Building Re-Roof project, Project 2021-10.

Background:

The original scope of work consisted of the replacement of approximately 15,000 square feet of roof membrane at the City of McMinnville's Water Reclamation Facility (WRF) Administration Building.

In 2021, the City undertook a formal competitive procurement selection process to select a contractor to replace the WRF Administration Building membrane. The resulting contract for the WRF Admin Building Re-Roof Project was approved by Council on September 14, 2021 via Resolution 2021-50. The original contract with Washington Roofing Company was for \$125,621.00 with a completion date of November 30, 2022.

An amendment was executed to extend the project completion date to March 1, 2022. This extension was granted due to a delay in the supply chain and estimated delivery time.

Discussion:

When Washington Roofing started the project, it was discovered that the insulation and cover underneath the rubber lining had greatly deteriorated. The metal tabs that hold the roof down have largely rusted away and are therefore no longer securing the roof in a safe fashion.

This change order will increase the contract by \$198,976.00. Funds are available in the 77-8710 Wastewater Capital Fund (Equipment).

The project work is currently in construction. This change order will extend the completion date to May 16, 2022.

Attachments:

1. Resolution 2022-10
Exhibit A to Resolution 2022-10 - Construction Change Order #1

Fiscal Impact:

Project funding is included in the adopted FY22 Wastewater Capital Fund (77) budget for the project work.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving the construction change order for the public improvement contract for the construction of the WRF Admin Building Re-Roof project, Project 2021-10, in the amount of \$198,976.00, to Washington Roofing Company.

RESOLUTION NO. 2022-10

A Resolution of the City of McMinnville Approving Change Order #1 to the Contract for the Water Reclamation Facility Administration Building Re-Roof Project.

RECITALS:

Whereas, in 2021, the City undertook a formal competitive procurement selection process to select a contractor to replace the WRF Administration Building membrane; and

Whereas, the resulting contract for the WRF Admin Building Re-Roof Project was approved by Council on September 14, 2021 via Resolution 2021-50; and

Whereas, the original contract with Washington Roofing Company was for \$125,621.00 with a completion date of November 30, 2022; and

Whereas, an amendment was executed to extend the project completion date to Mach 1, 2022; and

Whereas, when Washington Roofing started the project, it was discovered that the insulation and cover underneath the rubber lining had greatly deteriorated, necessitating a change order to complete the project; and

Whereas, additional funds and time are needed to complete the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. The above-recitals are hereby adopted as if fully set forth herein.
2. The City Manager is authorized to execute a change order in the amount of \$198,976 in substantially similar form to Exhibit A attached hereto. The new completion date is May 16, 2022.
3. This resolution shall take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of February, 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of February, 2022.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Change Order #1 to Construction Contract for WRF Admin Building Re-Roof Project



Washington Roofing Company
1700 SW Hwy 18
McMinnville, OR 97128
CCB # 55201

Phone: 503-472-7663
Fax: 503-472-3394
wrc@washingtonroofingcompany.com

**Changer Order #01
WRF Admin Building Re-Roof Project #2021-10
Washington Roofing Contract # C09-21-487**

City of McMinnville
Community Development Department
231 NE Fifth St.
McMinnville, OR 97128

Leland Koester
Leland.Koester@mcminnvilleoregon.com

Project: WRF Admin Building

RV30 Insulation Package

Add: \$198,976.00

Cost includes all labor, materials, additional permit costs, taxes, and dump fees to complete the removal of existing system and installation of new assembly

Notes: Cause for change order: Moisture trapped in roof system. Recommend removal of EPDM roofing and all insulation at 3 roof elevations. Current code requires R30 insulation rating. Because existing roof and insulation will be removed it will be required that an R30 insulation package be install to comply with current building codes. New roof taper and cricket will also be installed to match existing roof slope to drainages. R30 insulation package with taper and crickets will comply with UL Class A Roof system and requirements for manufactures 20-year NDL warranty.

Notes:

Per WRC Contract and Project #2021-10 documents

All Work and Services shall be completed per the conditions established in the original Contract/Subcontract, and as may have been amended by previous Change Orders. The completion date, of the Contract/Subcontract, except as duly modified by this and previous Change Orders remain in full force and effect.

Due to the projected date of the change order approval and extend scope of work that is to be completed the completion date will need to be extended 45 days after new start date of project.

Washington Roofing Company:

Signature: Jesse Wells

By: Jesse Wells Title: Sales Estimator

Date: 02/11/2022

City of McMinnville

Signature: _____

By: _____ Title: _____

Date: _____

STAFF REPORT

DATE: February 22, 2022
TO: Mayor and City Councilors
FROM: Kylie Bayer, Human Resources Manager
SUBJECT: Resolution No. 2022-11 Appointing Members to the Diversity, Equity & Inclusion Advisory Committee

STRATEGIC PRIORITY & GOAL:



ENGAGEMENT & INCLUSION

Create a culture of acceptance & mutual respect that acknowledges differences & strives for equity.

OBJECTIVE/S: Grow City's employees and Boards and Commissions to reflect our community

Report in Brief:

This is the consideration of Resolution No. 2022-11, appointing volunteers to serve on the Diversity, Equity & Inclusion Advisory Committee.

Background:

On October 6, 2020, the City Council approved Ordinance No. 5097 establishing a Diversity, Equity & Inclusion Advisory Committee (DEIAC).

The DEIAC is responsible for the following:

- 1) Advising the Council on policy decisions related to diversity, equity, and inclusion;
- 2) Making recommendations to the Council on public engagement strategies and methods by which McMinnville residents can better participate in the decision-making process;
- 3) Advising the City on culturally responsive service delivery, programming, and communication strategies;
- 4) Updating and overseeing progress on the City's Diversity, Equity and Inclusion Plan;
- 5) Overseeing progress on applicable goals and objectives in the 2019 Mac-Town 2032 Strategic Plan; and
- 6) Identifying local leaders and building leadership capacity in McMinnville's communities of color.

On May 25, 2021, the City Council approved Ordinance No. 5013 amending Section 2.35.030 of the McMinnville Municipal Code Specific to Membership: Number of Members, Appointment, and Ex Officio Members.

Discussion:

Maged Abo-Hebish and Cecelia Flores resigned their positions with committee in late 2021. The DEIAC opened a recruitment to fill a regular committee seat and the youth liaison seat. The committee received nine applications. City Council liaison Zack Geary and committee members Tiffany Henness and Larry Miller interviewed eight applicants. The committee voted at their February 10, 2022, meeting to recommend the City Council appoint Karina Alcantara and David Cano as new members. If approved, Karina Alcantara would assume the youth liaison position with her term expiring December 31, 2023. David Cano’s term would expire December 31, 2022.

The committee also voted to recommend two ex-officio members with terms expiring December 31, 2025. Per Ordinance No. 5103, the City Manager may appoint ex officio members to serve a three-year term. Jeff Towery approved the DEIAC’s recommendation to appoint Myrna Khoury and Abby Thomas as ex officio members February 11, 2022.

Diversity, Equity & Inclusion Advisory Committee membership and term lengths:

Karina Alcantara (youth liaison)	Expires: December 31, 2023
David Cano	Expires: December 31, 2022
Efrain Arredondo	Expires: December 31, 2024
Christine Bader	Expires: December 31, 2024
Zack Geary (City Council liaison)	Expires: December 31, 2023
Tiffany Henness	Expires: December 31, 2024
Myrna Khoury (ex officio)	Expires: December 31, 2025
Tony Lai	Expires: December 31, 2024
Larry Miller	Expires: December 31, 2023
Sarah Schwartz	Expires: December 31, 2022
Abby Thomas (ex officio)	Expires: December 31, 2025

Attachments:

- Redacted Applications for David Cano, Karina Alcantara (youth liaison), Myrna Khoury (ex officio), and Abby Thomas (ex officio).
- Resolution No. 2022-11

Fiscal Impact:

There is no anticipated fiscal impact to the City of McMinnville with this decision.

Recommendation:

It is recommended that the Council move to approve Resolution No. 2022-11 appointing Karina Alcantara and David Cano to the Diversity, Equity & Inclusion Advisory Committee.

Diversity, Equity & Inclusion Advisory Committee Application - Contact Information

Thank you for your interest in joining the City of McMinnville's Diversity, Equity & Inclusion Advisory Committee (DEIAC!) Please provide your contact information so we can connect with you.

What is your full name? *

David Cano

What is your address? *

[REDACTED]

What is your email address? *

[REDACTED]

What is your phone number? *

[REDACTED]

How did you hear of this Advisory Committee opening? *

Thru an active committee member.

City of McMinnville Diversity, Equity & Inclusion Advisory Committee Application

interest in serving on the DEIAC.

Which position are you interested in filling? *

- The general committee position, term expiring 12/31/2022 (no age requirement)
- The youth liaison committee position, term expiring 12/31/2023 (must be 21 years old or under at time of appointment, scheduled for 2/22/2022)

Why are you interested in serving on this committee? *

The main reason I'm interested in being a part of this committee is due to past personal experience that helps me understand and relate to most people who have immigrated to the United States. I immigrated to America at age 17 all on my own not having one single family member who I could relate to or depend on it, on top of all that, not knowing the language and the laws it made it hard for me to understand how the judicial, school, medical system worked. I will say that is one of the main reasons I'm interested in such an important committee. I think it will give me the opportunity to help other immigrants to understand how they can access services with less barriers in addition to make my community better for all.

Briefly describe your professional and personal background, including any experience relevant to this committee: *

For the last several years I have worked with Yamhill County as a youth counselor. One of the main reasons I chose this job was to be able to share my past experiences, and knowledge with the people of my community. Working as a counselor has given me the opportunity to work with several families from diverse ethnic backgrounds. Especially the Hispanic community. My job consists of working with youths from all the schools in the county. From Willamina to Newberg and Amity to Yamhill Carlton High School. Part of my job is to engage youths and their families in services and help them navigate different programs and processes. For example the school system, probation, housing, food stamps, OHP and food boxes when necessary. In the past I have also been part of the Equity, Diversity, and Inclusion Committee Meeting with my local union. Being a part of this committee gave me the opportunity to advocate for some of my fellow employees. Another committee I have been part of in the past was the Multicultural Advisory Committee meeting that was held in Salem once a month. In this committee I was part of advocating for dignified services for Latinos who were facing drug, alcohol or mental health issues and connecting them with appropriate services all over the state. We preferred connecting them with services in their native language. The committee was also responsible for gathering funds by looking for donations with local organizations or local Latino businesses.

Share an example of when you have expanded your understanding of and/or built relationships with people of different backgrounds than your own; and/or advocated for diversity, equity, and/or inclusion: *

As a youth counselor I have worked with a diverse population, and I was not only limited to Hispanics or Caucasians. But in this case a few years ago I was working with a Native American student from Willamina who was struggling not only at school or home but socially as well. The student was on probation for theft at a local store, vandalizing cars, drinking and consuming cannabis. I remember when I first met the family they were very clear with me, and told me that it was going to be really hard for me to help him and to get the whole family to trust me. One major barrier was that they were convinced that the system failed them in so many ways. I asked them for only one opportunity to at least try to help the youth overcome the difficulties he was facing. It took a few months of a lot of work with the family in order to see changes in the youth but eventually he was able to complete all probation requirements and enrolled in school and graduated with the honors degree. There are many examples I can talk about, but this is one of my favorite and most impactful stories that I have been a part of in my professional career. Said youth is now a productive member of society and just graduated with a masters degree in counseling and he plans to continue to work on a doctorate.

What needs, challenges, and opportunities do you see for DEI in McMinnville? *

I would say that one of the major needs in the community is more Latino government representation. I also think police inclusion will be a great benefit to the city. For example having police reaching out to the community and teaching the community that it's ok to talk to the police and not be afraid of reporting a crime. I will say that if we work together we can develop a stronger, and more united community. As we are more alike than different. In addition, I also see affordable housing and acces to health care are some of the other major needs in our community.

Is there anything else you would like to share with the DEIAC?

I'm a husband of 23 years and father to three kids, a recent Lindfield University graduate, a senior in high school and a freshman in high school. When I came to the United States as a young man I was seeking better opportunities and willing to work hard and learn the language. I experienced many obstacles along the way as well as many failures. My journey has not been easy. I continue to work on my education and goals that one day I hope to accomplish.

Check all that apply: *

I live in McMinnville

I work or own a business in McMinnville

I attend school in McMinnville

Other:

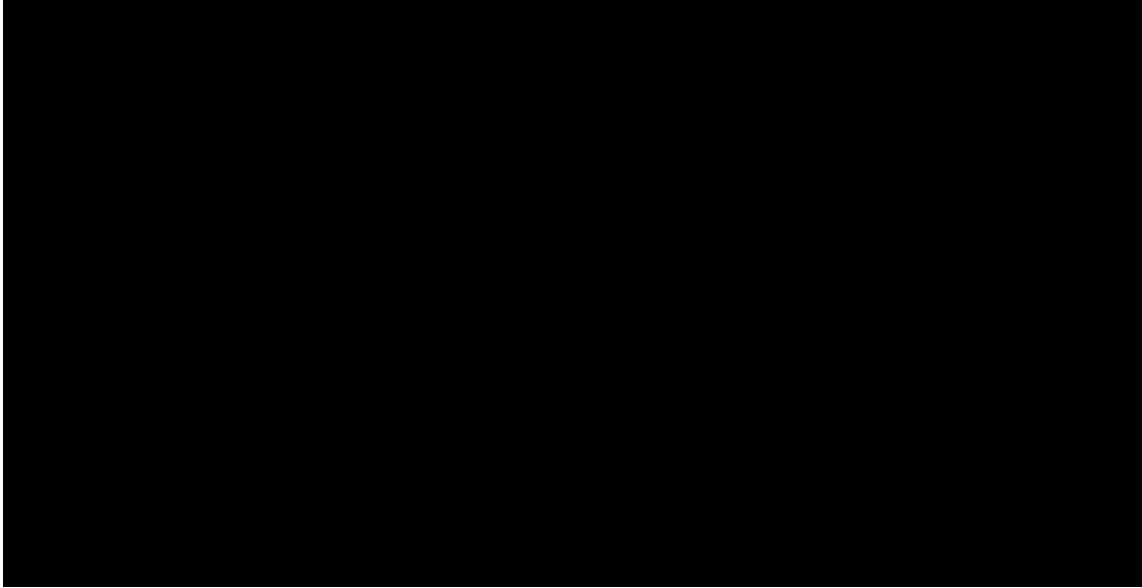
List any languages you speak other than English:

Spanish

Diversity, Equity & Inclusion Advisory Committee Application - Demographic Information

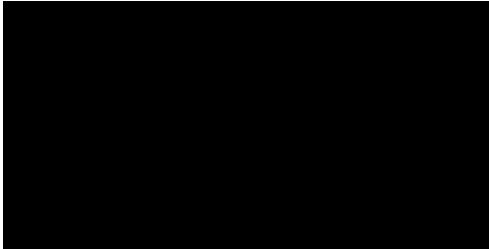
This information is used to ensure the City of McMinnville is reaching a diverse pool of applicants. Your responses to the following questions are private and confidential and will not be used when making a decision to invite you to the DEIAC. Please note the categories listed are not all-inclusive and were chosen to align with U.S. census data.

What is your race? (check all that apply) *



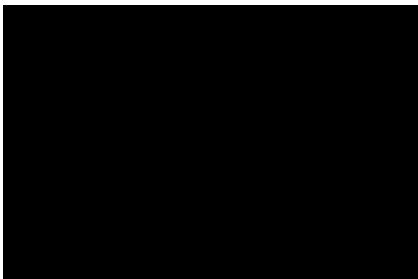
Other:

What is your gender? *



Other:

Do you identify as LGBTQIA+? *



Do you identify as having a disability? *

What is your age? *

Diversity, Equity & Inclusion Advisory Committee Logistical Questions

These questions help us accommodate your needs as a potential committee member. Your responses will NOT factor into the selection process; they will only be used if you are selected to determine logistics going forward.

The DEIAC currently meets the second Thursday of each month from 4:30 - 6:00 pm. Currently the meetings are held virtually, using Zoom. Would this meeting time work for you? *

Yes

No

Though we currently meet virtually we will likely return to in-person meetings in the future. If selected, would you need childcare to participate in this committee? *

Yes

No

If selected, would you need language interpretation services? *

Yes

No

Are there any other needs you may have to fully participate in this committee? If yes, please describe:

.....

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Diversity, Equity & Inclusion Advisory Committee Application - Contact Information

Thank you for your interest in joining the City of McMinnville's Diversity, Equity & Inclusion Advisory Committee (DEIAC!) Please provide your contact information so we can connect with you.

What is your full name? *

Karina Alcantara

What is your address? *

[REDACTED]

What is your email address? *

[REDACTED]

What is your phone number? *

[REDACTED]

How did you hear of this Advisory Committee opening? *

Linfield Diversity and Inclusion Coordinator

City of McMinnville Diversity, Equity & Inclusion Advisory Committee Application

interest in serving on the DEIAC.

Which position are you interested in filling? *

- The general committee position, term expiring 12/31/2022 (no age requirement)
- The youth liaison committee position, term expiring 12/31/2023 (must be 21 years old or under at time of appointment, scheduled for 2/22/2022)

Why are you interested in serving on this committee? *

I would like an opportunity to serve in this committee to introduce ideas that I believe would help towards the progress of diversity and inclusion in the McMinnville community. I believe that serving in this committee would allow me to connect with the McMinnville community and members who feel underrepresented and work towards fostering a more diverse, inclusive and equitable community for everyone. I would also use this opportunity to gain more leadership skills and learn how to work with smaller communities.

Briefly describe your professional and personal background, including any experience relevant to this committee: *

As a student in highschool I was involved in non-profit work that focused on diversity, inclusion and equity in schools and in the Portland community. I was able to work alongside other students and activists who have taught me the importance of fostering a diverse and inclusive community. Now at Linfield University I help lead the First Scholars program as a student coordinator in hopes of bringing awareness to the hidden identity of first generation students on our campus. As a student member of the Linfield Latinos Adelante club I work with other students in order to create events and programs that will educate other members of our community about the different cultures represented in our campus.

Advisory Committee on Safe and Effective Schools member: Collaborated to create a series of recommendations to the Director of the Oregon Department of Education that ensures every Oregon student experiences an inclusive, safe and welcoming learning environment.

Oregon Student Voice Member: Wrote letters to legislators as a student representing the Latinx community and students. Lobbied for a more inclusive sexual education curriculum for students in the LGBTQ+ community.

Share an example of when you have expanded your understanding of and/or built relationships with people of different backgrounds than your own; and/or advocated for diversity, equity, and/or inclusion: *

When I worked with black members of the community in Portland for Black history month, I needed to listen in order to help them as an ally and uplift their voices. I believe that it is important to be self aware of when I should actively participate and when I should be an ally and listen. I believe that working with people from different backgrounds has given me the ability to be a better ally and leader. It has allowed me to learn to make space for others where they feel welcome to share their experiences.

What needs, challenges, and opportunities do you see for DEI in McMinnville? *

I believe that there is an opportunity in DEI to present more ways in which the highschool in McMinnville could be more inclusive of other students' history by implementing a new history book. This would highlight America's multiculturalism and the stories of groups who have not been told. I do believe that this could face some challenges but I think this is important for the progress of diversity, inclusion and equity in McMinnville. I would also like to see how we can actively help groups who are impacted by the pandemic.

Is there anything else you would like to share with the DEIAC?

Check all that apply: *

- I live in McMinnville
- I work or own a business in McMinnville
- I attend school in McMinnville
- Other:

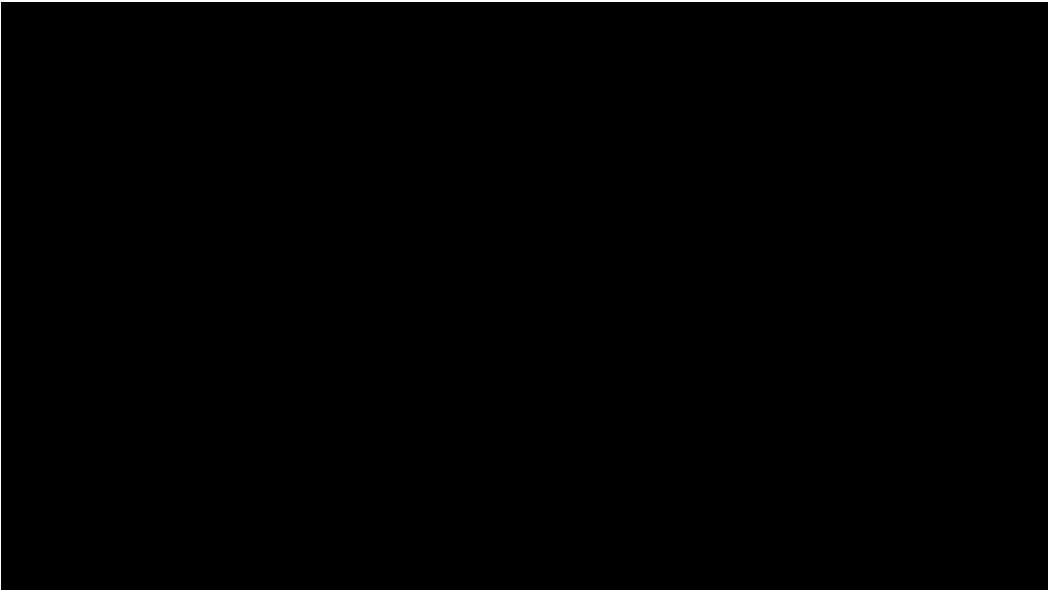
List any languages you speak other than English:

Spanish

Diversity, Equity & Inclusion Advisory Committee Application - Demographic Information

This information is used to ensure the City of McMinnville is reaching a diverse pool of applicants. Your responses to the following questions are private and confidential and will not be used when making a decision to invite you to the DEIAC. Please note the categories listed are not all-inclusive and were chosen to align with U.S. census data.

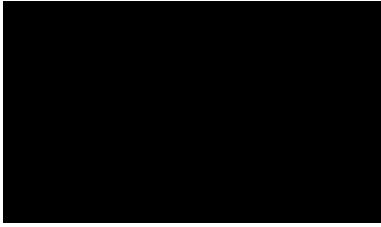
What is your race? (check all that apply) *



Other:

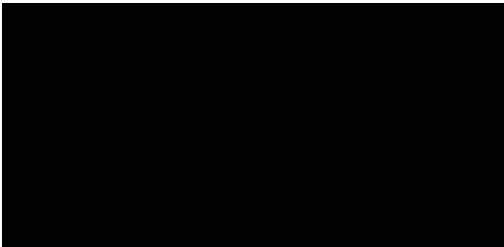
.....

What is your gender? *

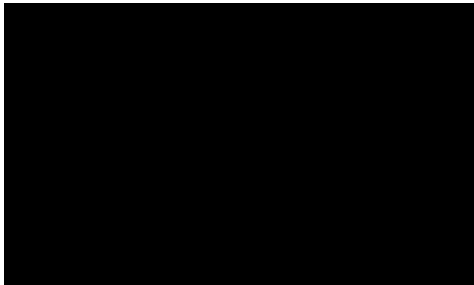
A large black rectangular redaction box covering the response area for the gender question.

Other:

Do you identify as LGBTQIA+? *

A large black rectangular redaction box covering the response area for the LGBTQIA+ question.

Do you identify as having a disability? *

A large black rectangular redaction box covering the response area for the disability question.

What is your age? *

A small black square redaction box covering the response area for the age question.

These questions help us accommodate your needs as a potential committee member. Your responses will NOT factor into the selection process; they will only be used if you are selected to determine logistics going forward.

The DEIAC currently meets the second Thursday of each month from 4:30 - 6:00 pm. Currently the meetings are held virtually, using Zoom. Would this meeting time work for you? *

- Yes
- No

Though we currently meet virtually we will likely return to in-person meetings in the future. If selected, would you need childcare to participate in this committee? *

- Yes
- No

If selected, would you need language interpretation services? *

- Yes
- No

Are there any other needs you may have to fully participate in this committee? If yes, please describe:

.....

This content is neither created nor endorsed by Google.

Diversity, Equity & Inclusion Advisory Committee Application - Contact Information

Thank you for your interest in joining the City of McMinnville's Diversity, Equity & Inclusion Advisory Committee (DEIAC!) Please provide your contact information so we can connect with you.

What is your full name? *

Myrna Khoury

What is your address? *

[REDACTED]

What is your email address? *

[REDACTED]

What is your phone number? *

[REDACTED]

How did you hear of this Advisory Committee opening? *

Through a friend

City of McMinnville Diversity, Equity & Inclusion Advisory Committee Application

interest in serving on the DEIAC.

Which position are you interested in filling? *

- The general committee position, term expiring 12/31/2022 (no age requirement)
- The youth liaison committee position, term expiring 12/31/2023 (must be 21 years old or under at time of appointment, scheduled for 2/22/2022)

Why are you interested in serving on this committee? *

I feel it is my responsibility to give back to this great community. I always felt welcome here and wish for every person to have the same and even better experience than me. Also, it is a great opportunity for me to learn more about this community, the projects and the proposal that are available.

Briefly describe your professional and personal background, including any experience relevant to this committee: *

I'm originally from Syria. I moved with my family to USA in 2006 and to McMinnville in September of the same year. That's why I called this town my hometown. I have two kids Michael is 14 years old and Emma is 12 years old. Michael is freshman in McMinnville High School and Emma is 7th grader at Duniway. I work full time as a bookkeeper for Homeward Bound Pets Humane Society. Homeward Bound is Oregon's first no kill shelter. I previously worked for Champion Team also as a bookkeeper. Champion Team is drop in center for people with mental diversity. I have an associate's degree in Accounting from Chemeketa Community College.

Share an example of when you have expanded your understanding of and/or built relationships with people of different backgrounds than your own; and/or advocated for diversity, equity, and/or inclusion: *

My job at Champion Team opened my eyes and my soul to the people who has mental diversity and all the issues that comes along with it like Homelessness.

What needs, challenges, and opportunities do you see for DEI in McMinnville? *

The need for an advisory committee like DEI is greatly in this community. it represents the voice of all the minority groups, also it gathers local knowledge and input, tests ideas and proposals, and improves communications and relationships.

One big challenge is to be inclusive as much as possible.

.....

Is there anything else you would like to share with the DEIAC?

.....

Check all that apply: *

I live in McMinnville

I work or own a business in McMinnville

I attend school in McMinnville

Other:

List any languages you speak other than English:

Arabic, English, French.

.....

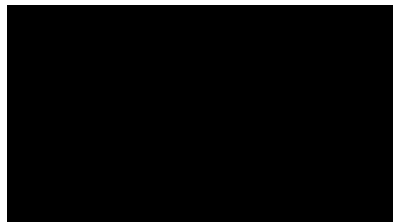
Diversity, Equity & Inclusion Advisory Committee Application - Demographic Information

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What is your race? (check all that apply) *

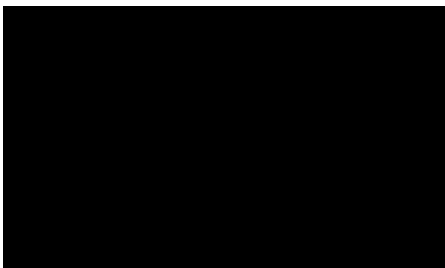


What is your gender? *



Other:

Do you identify as LGBTQIA+? *



Do you identify as having a disability? *

What is your age? *

Diversity, Equity & Inclusion Advisory Committee Logistical Questions

These questions help us accommodate your needs as a potential committee member. Your responses will NOT factor into the selection process; they will only be used if you are selected to determine logistics going forward.

The DEIAC currently meets the second Thursday of each month from 4:30 - 6:00 pm. Currently the meetings are held virtually, using Zoom. Would this meeting time work for you? *

Yes

No

Though we currently meet virtually we will likely return to in-person meetings in the future. If selected, would you need childcare to participate in this committee? *

Yes

No

If selected, would you need language interpretation services? *

Yes

No

Are there any other needs you may have to fully participate in this committee? If yes, please describe:

.....

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Diversity, Equity & Inclusion Advisory Committee Application - Contact Information

Thank you for your interest in joining the City of McMinnville's Diversity, Equity & Inclusion Advisory Committee (DEIAC!) Please provide your contact information so we can connect with you.

What is your full name? *

Abby Thomas

What is your address? *

[REDACTED]

What is your email address? *

[REDACTED]

What is your phone number? *

[REDACTED]

How did you hear of this Advisory Committee opening? *

Friend at Chemeketa YVC

City of McMinnville Diversity, Equity & Inclusion Advisory Committee Application

interest in serving on the DEIAC.

Which position are you interested in filling? *

- The general committee position, term expiring 12/31/2022 (no age requirement)
- The youth liaison committee position, term expiring 12/31/2023 (must be 21 years old or under at time of appointment, scheduled for 2/22/2022)

Why are you interested in serving on this committee? *

I am passionate about DEI work and the possibility of contributing to wider spread equity and inclusion in our community. I believe my current role at Linfield as Director of DEI programs will provide a unique opportunity to strengthen a partnership between Linfield and the city of McMinnville to collaborate around shared goals. As our city continues to grow and change, I wanted to ensure that continued and equitable access to resources remains for all residents. This includes access to housing, healthy foods, public transportation, clean environment, parks, activities, and more. I want to serve on this committee to partner with individuals who share a love for our city and a commitment to making sure it is welcoming to all.

Briefly describe your professional and personal background, including any experience relevant to this committee: *

I currently serve as the Interim Director of DEI programs at Linfield University. From my role, I supervise student clubs which represent non-majority cultures and identities, including Linfield University LatinX Adelante, Black Student Union, Linfield United in Pride and Hui O Lōkahi (formerly Hawai'i club). My background prior to this is in secondary education where I've worked in ethnically and linguistically diverse classrooms in Miami, FL. I completed my master's degree in Education and Social Change from the University of Miami. My program focused largely on social justice and examined how systems and structures, namely in education, have the potential to both facilitate and inhibit equity. I am passionate about this work and will continue to pursue opportunities to engage in it both personally and professionally.

Share an example of when you have expanded your understanding of and/or built relationships with people of different backgrounds than your own; and/or advocated for diversity, equity, and/or inclusion: *

In my role at Linfield, I help coordinate the First Scholars mentoring program for first generation college students. This includes working with first generation upperclassmen, faculty, and staff to develop a network of support and resources intended to help a traditionally under supported demographic of student. As a non-first generation student myself, I am continually expanding my understanding of their experiences and challenges. I work collaboratively to advocate and make sure their needs are met in structures throughout our campus.

What needs, challenges, and opportunities do you see for DEI in McMinnville? *

Housing access and affordability; equitable economic development; resources for houseless individuals; mental health resources; safety for BIPOC and LGBTQIA+ individuals.

Is there anything else you would like to share with the DEIAC?

Check all that apply: *

- I live in McMinnville
- I work or own a business in McMinnville
- I attend school in McMinnville
- Other:

List any languages you speak other than English:

Diversity, Equity & Inclusion Advisory Committee Application - Demographic Information

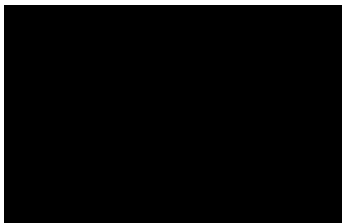
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What is your race? (check all that apply) *



Other:

What is your gender? *



Other:

Do you identify as LGBTQIA+? *

A large black rectangular redaction box covering the response to the question.

Do you identify as having a disability? *

A large black rectangular redaction box covering the response to the question.

What is your age? *

A small black square redaction box covering the response to the question, followed by a dotted line extending across the width of the form.

Diversity, Equity & Inclusion Advisory Committee Logistical Questions

These questions help us accommodate your needs as a potential committee member. Your responses will NOT factor into the selection process; they will only be used if you are selected to determine logistics going forward.

The DEIAC currently meets the second Thursday of each month from 4:30 - 6:00 pm. Currently the meetings are held virtually, using Zoom. Would this meeting time work for you? *

Yes

No

Though we currently meet virtually we will likely return to in-person meetings in the future. If selected, would you need childcare to participate in this committee? *

Yes

No

If selected, would you need language interpretation services? *

Yes

No

Are there any other needs you may have to fully participate in this committee? If yes, please describe:

.....

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RESOLUTION NO. 2022 - 11

A Resolution Appointing Members to the Diversity, Equity, and Inclusion Advisory Committee.

RECITALS:

Whereas, on October 6, 2020, the City Council approved Ordinance No. 5097, an Ordinance Adopting a New McMinnville Municipal Code Chapter 2.35, Establishing a Diversity, Equity, and Inclusion Advisory Committee (DEIAC); and

Whereas, on February 9, 2021, the City Council approved Resolution No. 2021-03 appointing seven committee members, one youth liaison, and one Council liaison to the DEIAC; and

Whereas, on May 25, 2021, the City Council approved Ordinance No. 5103, an Ordinance Amending Section 2.35.030 of the McMinnville Municipal Code Specific to Membership: Number of Members, Appointment, and Ex Officio Members; and

Whereas, on February 10, 2022, the DEIAC voted to recommend the appointment of David Cano to the DEIAC and to recommend the appointment of Karina Alcantara as the DEIAC youth liaison.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

- 1. The City Council appoints the following new volunteers to the Diversity, Equity, and Inclusion Advisory Committee with term lengths as detailed below.

Karina Alcantara New Appointment, expires December 31, 2023
David Cano New Appointment, expires December 31, 2022

- 2. This Resolution and these appointments will take effect immediately upon adoption.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of February, 2022 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 22nd day of February, 2022.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



STAFF REPORT

DATE: February 10, 2022
TO: Mayor and City Councilors
FROM: Rich Leipfert, Fire Chief
SUBJECT: Consolidation Cost Share
STRATEGIC PRIORITY & GOAL:



COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

OBJECTIVE/S: Provide exceptional police, municipal court, fire, emergency medical services EMS), utility services and public works

Report in Brief: The Fire Department Consolidation study next steps are to conduct polling and have some contract legal work to prepare the initiative for an election.

Background: The City Council has authorized the Fire Department to move forward with Consolidation efforts. The McMinnville Fire Department and the McMinnville Rural Fire Protection District are the two remaining service areas interested in moving the concept forward. During consolidation meetings with the partners, it was agreed to create a cost share agreement that allocated partner contributions for the upcoming work around polling and contract legal services. The document before you is that agreement that was prepared by our contract counsel.

Discussion:

The cost sharing agreement with the McMinnville Rural Fire Protection district is a 70%-30% split with the City funding the 70%. The estimated costs for polling are \$18,000 and the estimated costs for the contract attorney work is estimated at \$5,000 moving forward. The funding for the city portion for the agreement is allocated in the current Fire Department budget.

Attachments:

1. Resolution 2022-12
2. Cost Sharing Agreement

Fiscal Impact: Finances for the City of McMinnville portion are already budgeted in the fire Department FY 22 budget.

Recommendation: Council approve the resolution authorizing the cost share agreement.

RESOLUTION NO. 2022-12

A Resolution of the City of McMinnville Approving a Cost Sharing Agreement with McMinnville Rural Fire Protection District.

RECITALS:

Whereas, the McMinnville City Council has authorized the Fire Department to move forward with fire district consolidation efforts; and

Whereas, the McMinnville Fire Department and the McMinnville Rural Fire Protection District ("MRFPD") are the two remaining service areas interested in moving the concept forward; and

Whereas, during consolidation meetings with the partners, it was agreed to create a cost share agreement that allocated partner contributions for the upcoming work around polling and contract legal services; and

Whereas, the City of McMinnville and the MRFPD now seek to execute an agreement regarding cost sharing.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. The above-recitals are hereby adopted as if fully set forth herein.
2. The Mayor is authorized to execute a cost sharing agreement in substantially similar form to Exhibit A attached hereto.
3. This resolution shall take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of February, 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of February, 2022.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Cost Sharing Agreement

COST SHARING AGREEMENT

This Cost Sharing Agreement (Agreement) is entered into by and between the undersigned Cities and Rural Fire Protection Districts located in Yamhill County.

RECITALS

Whereas, in December 2020, Emergency Services Consulting International issued the Fire District & Departments Consolidation Feasibility Study (Consolidation Study) for fire services in Yamhill County, Oregon; and

Whereas, the Consolidation Study identifies the need to work collaboratively towards a consolidation process by establishing a strategic plan for implementation and establishing working groups for governance, finance, legal, operations, support services, logistics, and communications; and

Whereas, the following Cities and Rural Fire Protection Districts desire to further evaluate the details of consolidation to determine whether to proceed with the consolidation of fire services:

- City of McMinnville
- McMinnville Rural Fire Protection District; and

Whereas, the Parties anticipate needing legal, surveying, mapping, polling, communication, outreach, and other consulting services (Services) as part of the process of deciding whether it is in the best interest of each respective Party to seek the formal consolidation of two or more fire services; and

Whereas, after considering the information about consolidation, some or all of the Parties may desire to implement the process of consolidating fire services by placing the appropriate ballot measures before the voters; and

Whereas, the City of McMinnville is willing to assume administrative responsibility for the process of obtaining the services needed to determine whether to proceed with and to implement the consolidation of fire services; and

Whereas, the undersigned Cities and Rural Fire Protection Districts have agreed share the cost of the Services by becoming a Party to this Cost Sharing Agreement.

NOW, THEREFORE, IT IS AGREED:

WORKING GROUP

1. There is hereby created the Yamhill County Fire Service Consolidation Work Group (Work Group). The Work Group shall be made up of two representatives from each Party to this Agreement. Each Party shall appoint two people to attend meetings related to the consolidation of fire services.
2. The goal of the Work Group is to educate itself on the consolidation of fire services, to reach consensus on the details of the consolidation process, and to coordinate the implementation of the consolidation of fire services.
3. The Work Group shall comply with Oregon's Public Records and Meetings Law.

COMMITMENTS OF THE PARTIES

4. Each Party will participate in the Work Group meetings.
5. The City of McMinnville shall provide administrative support for the process of obtaining the services needed to determine whether to proceed with the consolidation of fire services, including but not limited to:
 - Obtaining, after appropriate consultation with the Work Group, such consulting services as the City of McMinnville may deem necessary,
 - Obtaining, after consultation with the Work Group, such consulting services as the Work Group may deem necessary.
6. The costs for administrative support shall be shared by the Parties. The City of McMinnville will pay 70% of the cost of administrative support, except for polling and surveys. The remaining 30% of the cost will be shared equally by the other Parties to this Agreement. The costs of polling and survey, if any, shall be paid by the Parties that elect to utilize such services. If, pursuant to Section 10, a city or district joins or withdraws from this Agreement, the 30% will be shared equally by the remaining Parties.
7. The City of McMinnville will invoice the Parties for the cost of administrative support monthly. The City of McMinnville will not charge for staff time nor add overhead to the invoices received from consultants.

The Parties agreed to pay each invoice within 30 days of the date of the invoice. The Parties recognize all amounts payable in future fiscal years are subject to appropriation by their respective governing bodies but agree to make good faith efforts to ensure that the reimbursement expenses are included in each of their annual budgets.

LEGAL SERVICES

8. The City of McMinnville has hired the Local Government Law Group P.C. (LGLG) to provide legal services regarding the consolidation of fire services. The City of McMinnville and LGLG will have the attorney/client relationship which means LGLG only represents the City of McMinnville and not the other Parties to this Agreement. The City of McMinnville will provide the other Parties the LGLG work product for their use and LGLG will be available to answer questions from the representative for each Party.
9. The legal services to be provided by LGLG to the City of McMinnville include, but are not limited to:
 - Attend meetings of the Work Group
 - Governance options for a new fire district including election subdistricts
 - Potential of Tax Zones within a new fire district
 - Election process, requirements, and timelines including the impact if voters do not approve the dissolution of one or more existing districts
 - Formation process including requirements for a Petition or Resolution for formation
 - Review the Economic Feasibility Statement
 - Dissolution process including requirements for Petitions or Resolutions for dissolution and debt distribution plan
 - Requirements of the Oregon Department of Revenue for district boundary property descriptions
 - General advice regarding the requirements of Oregon Election Law related to political activities including limits on the use of public funds and staff resources, and applicability to elected officials
 - Draft template Ballot Titles
 - Draft template petitions and resolutions

GENERAL PROVISIONS

10. **Withdrawal/ Addition of Parties.** Any Party may terminate its participation in this Agreement by giving every other Party written notice not less than 10 days prior to the termination. Such termination shall not be effective until written notice of the withdrawal has been given to every other Party. All Parties may mutually agree to terminate this agreement. Upon termination, the terminating Party shall pay its share of Administrative Support incurred to the date of termination but otherwise owe no further obligation to the other Parties under this Agreement. A City or Rural Fire Protection District may become a Party to this Agreement with the prior written consent of all those who are then Parties and upon the execution of the Agreement by the additional Party.
11. **Breach/Remedies.** The Parties agree that a breach of the provisions of this Agreement by a Party will cause irreparable harm to the other Parties and therefore agree that injunctive relief is an appropriate means to enforce this Agreement.
12. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding the foregoing sentence, this Agreement shall be construed without regard to the Party who drafted the Agreement.
13. **Enforceability.** If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, then such provision shall have no force or effect, but the illegality or unenforceability of such provision shall neither affect nor impair the legality and enforceability of any other provision of this Agreement.
14. **No Third-Party Use.** This Agreement is intended for the benefit only the Parties and shall be enforceable only by the Parties. No third party may use this Agreement for any purpose, including but not limited to use as evidence, a waiver of any right or claim, or as an admission of fact or law.
15. **No Joint Venture or Partnership.** This Agreement does not form a joint venture or partnership by the Parties. Unless otherwise expressly agreed to in writing by the Parties, no Party shall be entitled to compensation or reimbursement from another Party for the participation of its employees,

officers, agents, servants, or attorneys in the defense of any threatened or asserted claims subject to this Agreement or for the cost of participation in this Agreement.

16. Assignment. This Agreement shall be binding upon each of the undersigned Parties, and the successors, assigns, agents and representatives of each Party. No assignment or delegation of the obligations hereunder will release the assigning or delegating Party from its obligations under this Agreement.
17. Amendment. This Agreement may be amended only by an agreement in writing executed by each Party. All amendments, changes and revisions to this Agreement shall be binding upon the Parties without any additional legal consideration, if the same be in writing and executed by the Parties.
18. Merger/Integration. No other agreements, express or implied, have been made by the Parties concerning the subject matter herein. All prior and contemporaneous conversations, negotiations and possible or alleged agreements concerning the subject matter herein are merged and integrated into this Agreement.
19. Notice. All notices under this Agreement shall be given in writing by both electronic and regular mail to the address specified below for the respective Party; provided that if any Party gives Notice of a change of name or address in accordance with the provisions hereof, Notice to that Party shall thereafter be addressed to the attention of, and to the address stated in, that Notice.
20. The addresses of the Parties are:

City of McMinnville/McMinnville Fire Department
175 NE 1st Street
McMinnville, OR 97128
Attention: Chief Rich Leipfert

McMinnville Rural Fire Protection District
175 NE 1st Street
McMinnville, OR 97128
Attention: Steve Leonard

21. Execution and Effective Date. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original. This Agreement shall be effective as to the signatories upon execution by two or more of the Parties below.

The undersigned Parties execute this Agreement as of the dates shown below:

City of McMinnville

Mayor

Fire Chief

Date

McMinnville Rural Fire Protection District


Chair

Fire Chief

1/18/22

Date

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Starz Inc. DBA: Azteca Market
BUSINESS LOCATION ADDRESS: 321 N. Highway 99W
LIQUOR LICENSE TYPE: Off-premises

Is the business at this location currently licensed by OLCC

Yes No

If yes, what is the name of the existing business:

Hours of operation: Sunday-Saturday 7am to 10pm
Entertainment: N/A
Hours of Music: N/A
Seating Count: 16

EXEMPTIONS:
(list any exemptions)

Tritech Records Management System Check: Yes No
Criminal Records Check: Yes No
Recommended Action: Approve Disapprove



Chief of Police / Designee

City Manager / Designee



LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp: <p style="text-align: center; color: blue;">2/11/2022</p> Name of City or County: _____ Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied By: _____ Date: _____
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	OLCC USE ONLY Date application received: _____ 11/23/2021 Date application accepted: _____ 11/23/2021 License Action(s): N/O
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)¹** applying for the license(s):

Starz Inc Starz Inc
 App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)
Arteca Market

4. Business Address (Number and Street Address of the Location that will have the liquor license)
321 NE Highway 99W

City <u>Muninnville</u>	County <u>Yamhill</u>	Zip Code <u>97128</u>
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¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: JADA Ventures LLC DBA: Two Dogs Taphouse
BUSINESS LOCATION ADDRESS: 401 NE Evans Street
LIQUOR LICENSE TYPE: Limited on-premises

Is the business at this location currently licensed by OLCC

Yes No

If yes, what is the name of the existing business:

Hours of operation: Sunday-Thursday 11am to 9pm, Friday and Saturday 11am to 10pm
Entertainment: Recorded music
Hours of Music: during open times
Seating Count: 143

EXEMPTIONS:
(list any exemptions)

Tritech Records Management System Check: Yes No

Criminal Records Check: Yes No

Recommended Action: Approve Disapprove



Chief of Police / Designee

City Manager / Designee



LIQUOR LICENSE APPLICATION

PRINT FORM
RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY	
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp: <u>01/16/2022</u>	
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location		
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
<input type="checkbox"/> Distillery		Name of City or County: _____
<input type="checkbox"/> Full On-Premises, Commercial		Recommends this license be:
<input type="checkbox"/> Full On-Premises, Caterer		<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier		By: _____
<input type="checkbox"/> Full On-Premises, Other Public Location		Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club		
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club		
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location		
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>		
<input checked="" type="checkbox"/> Limited On-Premises	OLCC USE ONLY	
<input type="checkbox"/> Off-Premises	Date application received: <u>01/26/2022</u>	
<input type="checkbox"/> Warehouse	Date application accepted: <u>01/26/2022</u>	
<input type="checkbox"/> Wholesale Malt Beverage & Wine		
<input type="checkbox"/> Winery 1 st Location	License Action(s):	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	N/O	
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>		

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)¹** applying for the license(s):

JADA Ventures, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____ App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____ App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT _____

3. Trade Name of the Business (Name Customers Will See)

Two Dogs Taphouse

4. Business Address (Number and Street Address of the Location that will have the liquor license)

401 NE Evans Street

City McMinnville	County Yamhill	Zip Code 97128
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¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



Staff Report

DATE: February 22, 2022
TO: Mayor and City Councilors
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Judge, *Pro Tempore*

STRATEGIC PRIORITY & GOAL:



COMMUNITY SAFETY & RESILIENCY

Proactively plan for and responsively maintain a safe and resilient community



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.



ENGAGEMENT & INCLUSION

Create a culture of acceptance and mutual respect that acknowledges differences and strives for equity

Report in Brief:

The City Council appoints the Municipal Court Judge and Judge *Pro Tempore* (city code 2.40.020). On occasion, the presiding Municipal Court Judge is unavailable and the Judge *Pro Tempore* (Pro Tem) will take the bench during those absences. This resolution appoints the Judge Pro Tem for the McMinnville Municipal Court. The Pro Tem appointment is necessary due to Judge Cynthia Kaufman Noble's recent appointment to the Yamhill County Circuit Court. Judge Kaufman Noble will serve in her capacity as municipal court Judge through February 23, 2022.

Background:

The McMinnville Municipal Court typically will have two court days per month focused on traffic violations and two per month on misdemeanors.

During the Covid-19 pandemic and based on Judge Kaufman Noble's upcoming departure it has become clear that it would be advisable to have a multiple Judges available to step in should there be a need.

Additional Judges, *Pro Tempore* proposed are Mr. Michael Videtich and Mr. David G. Hansen

Mr. Videtich is a former Deputy District Attorney for the Yamhill County District Attorney's Office and, a former Assistant Attorney General for the Oregon Department of Justice, and currently is the President of Videtich Law LLC, located in McMinnville, OR. Mr. Videtich has over thirteen years experience in criminal, juvenile and dependency law.

Mr. Hansen is a former Deputy District Attorney for the Tulare County District Attorney's office in Visalia, CA. Mr. Hansen is a former school administrator for Veritas School located in Newberg, OR. Mr. Hansen currently has Judge, *Pro Tempore*, status at Yamhill County Circuit Court in McMinnville, OR.

Both candidates possess backgrounds and expertise that fulfill the qualification requirement under city code 2.40.030 for Judge, *Pro Tempore*.

Financial Impact:

The budget includes funds for Judge, *Pro Tempore* services. An additional \$140 membership in the Oregon Municipal Court Judge Association will need to be added.

Attachments:

Resolution appointing Judge(s), *Pro Tempore* of the McMinnville Municipal Court

Potential *Pro Tempore* resumes

Recommendation:

Staff recommends that Council approve this appointment

RESOLUTION NO. 2022-13

A Resolution of the City of McMinnville appointing David G. Hansen as Judge Pro Tempore of the McMinnville Municipal Court.

RECITALS:

Whereas, City Council, under city code 2.40.020, has the authority to appoint Judge, *Pro Tempore* to serve when the appointed Municipal Judge is unavailable; and

Whereas, the City Council affirms the previous appointment of Mr. David G. Hansen as Judge, *Pro Tempore*; and

Whereas, having satisfied city code 2.40.030 concerning qualifications for the post, the City Council appoints Mr. David G. Hansen as an additional Judge, *Pro Tempore* for the City's Municipal Court.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MCMINNVILLE, OREGON as follows:

1. That Mr. David G. Hansen is appointed Judge, *Pro Tempore*, and the City Manager is authorized to enter into an agreement with Mr. Hansen in a form substantially similar to Exhibit 1 attached hereto.
2. This Resolution is effective upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of February, 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of February, 2022.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibits:

Exhibit A – Agreement for Municipal Court Pro Tem Judicial Services.

CITY OF McMinnville
AGREEMENT FOR MUNICIPAL COURT *PRO TEM* JUDICIAL SERVICES

This Agreement for Municipal Court *Pro Tem* Judicial Services (“Agreement”) is made and entered into on this ____ day of February 2022 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **David Hansen**, a(n) individual (hereinafter referred to as “Pro Tem Judge”).

RECITALS

WHEREAS, the City requires services which Pro Tem Judge is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Pro Tem Judge represents that Pro Tem Judge is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Pro Tem Judge is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Pro Tem Judge shall diligently perform the judicial services as Pro Tem Judge according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit 1** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until June 30, 2023, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Pro Tem Judge’s Services

3.1. All written documents prepared by Pro Tem Judge in conjunction with the Services shall bear the signature, stamp, or initials of Pro Tem Judge.

3.2. Pro Tem Judge shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Pro Tem Judge may have access by reason of this Agreement. Pro Tem Judge warrants that Pro Tem Judge’s employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All

agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Pro Tem Judge a not-to-exceed unit price of SEVENTY-FIVE DOLLARS (\$75.00) per hour for performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Pro Tem Judge.

4.2. During the course of Pro Tem Judge’s performance, if the City, through its Project Manager, specifically requests Pro Tem Judge to provide additional services that are beyond the Scope of Work described on **Exhibit 1**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 14**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Pro Tem Judge will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Pro Tem Judge as promptly as is reasonably possible.

4.4. Pro Tem Judge’s Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City’s Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Pro Tem Judge and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 13**.

Section 6. City’s Project Manager

The City’s Project Manager is Jennifer Cuellar. The City shall give Pro Tem Judge prompt written notice of any re-designation of its Project Manager.

Section 7. Pro Tem Judge's Project Manager

Pro Tem Judge's Project Manager is David Hansen.

Section 8. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Pro Tem Judge has been retained, Pro Tem Judge becomes aware of actual or potential problems, conflicts of interest, or possible ethics issues, or of any nonconformance with federal, state, or local laws, rules, or regulations, Pro Tem Judge shall give prompt written notice thereof to the City's Project Manager.

Section 9. Subcontractors and Assignments

Pro Tem Judge shall not subcontract with others for any of the Services prescribed herein. Pro Tem Judge shall not assign any of Pro Tem Judge's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

Section 10. Pro Tem Judge Is Independent Contractor

Pro Tem Judge is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Pro Tem Judge will be solely responsible for determining the manner and means of accomplishing the end result of Pro Tem Judge's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Pro Tem Judge's Services so such Services meet the requirements of the Project.

Section 11. Pro Tem Judge Responsibilities

11.1. Pro Tem Judge must make prompt payment for any claims for labor, materials, or services furnished to Pro Tem Judge by any person in connection with this Agreement as such claims become due. Pro Tem Judge shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Pro Tem Judge. If Pro Tem Judge fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Pro Tem Judge under this Agreement. The City may also recover any such amounts directly from Pro Tem Judge.

11.2. Pro Tem Judge must comply with all applicable Oregon and federal wage and hour laws. Pro Tem Judge shall make all required workers compensation and medical care payments on time. Pro Tem Judge shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Pro Tem Judge shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Pro

Tem Judge shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Pro Tem Judge's responsibility. Pro Tem Judge shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

11.3. No person shall be discriminated against by Pro Tem Judge in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

Section 12. Indemnity

12.1. Indemnification. Pro Tem Judge acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Pro Tem Judge's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Pro Tem Judge's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Pro Tem Judge shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Pro Tem Judge of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Pro Tem Judge's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Pro Tem Judge shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Pro Tem Judge. As used herein, the term "Pro Tem Judge" applies to Pro Tem Judge and its own agents and employees.

12.2. Standard of Care. In the performance of professional services, Pro Tem Judge agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Pro Tem Judge's profession practicing in the Portland metropolitan area. Pro Tem Judge will re-perform any Services not meeting this standard without additional compensation. Pro Tem Judge's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Pro Tem Judge's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 13. Early Termination; Default

13.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Pro Tem Judge by mail or in person; or

13.1.3. By Pro Tem Judge, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Pro Tem Judge, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Pro Tem Judge to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Pro Tem Judge shall be liable for all costs and damages incurred by the City as a result of the default by Pro Tem Judge, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Pro Tem Judge. In the event of a default, the City will provide Pro Tem Judge with written notice of the default and a period of ten (10) days to cure the default. If Pro Tem Judge notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

13.3. If the City terminates this Agreement for its own convenience not due to any default by Pro Tem Judge, payment of Pro Tem Judge shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Pro Tem Judge against the City under this Agreement.

13.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Pro Tem Judge or the City that accrued prior to such termination. Pro Tem Judge shall surrender to the City items of work or portions thereof, referred to in **Section 16**, for which Pro Tem Judge has received payment or the City has made payment.

Section 14. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Pro Tem Judge. A modification is a written document, contemporaneously executed by the City and Pro Tem Judge, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Pro Tem Judge and the City. If Pro Tem Judge incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

Section 15. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Pro Tem Judge as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 16. Property of the City

All documents, reports, and research gathered or prepared by Pro Tem Judge under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Pro Tem Judge as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 17. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of McMinnville
 Attn: Jennifer Cuellar, Finance Director
 230 NE Second Street
 McMinnville, OR 97128

To Pro Tem Judge: David Hansen
 Zoticus Law PC
 435 NE Evans St Ste E
 McMinnville, OR 97128

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

18.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Pro Tem Judge may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Agreement, Pro Tem Judge shall adhere to all applicable federal, state, and local laws (including the McMinnville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Pro Tem Judge is required by law to obtain or maintain in order to perform the Services described on **Exhibit 1**, shall be obtained and maintained throughout the term of this Agreement.

18.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

18.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

18.10. Modification. This Agreement may not be modified except by written instrument executed by Pro Tem Judge and the City.

18.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

18.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

18.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

18.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.17. Interpretation. As a further condition of this Agreement, the City and Pro Tem Judge acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

18.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

18.20. Authority. Each party signing on behalf of Pro Tem Judge and the City hereby warrants actual authority to bind their respective party.

The Pro Tem Judge and the City hereby agree to all provisions of this Agreement.

PRO TEM JUDGE:

CITY:

DAVID HANSEN

CITY OF McMinnville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of McMinnville, Oregon

Exhibit 1 Scope of Services

The Pro-Tem Municipal Court Judge serves as an on-call judicial officer to provide coverage for the City's Municipal Court Judge during periods of absence, excessive workload, or other times requiring judicial services beyond the capabilities of the Municipal Court Judge. Typical duties include:

1. Presiding over Municipal Court for all Misdemeanor, City matters, criminal jury and non-jury trials, pre-trial conferences, and other cases appropriately tried in Municipal Court.
2. Adjudicating all complaints that are filed within the jurisdiction of the Court including, but not limited to, Misdemeanors, traffic violations, parking violations, city ordinances, city violations.
3. Reviewing and/or denying requests for continuances.
4. Determining innocence or culpability (when hearing cases without a jury) and levying fines commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.
5. Directing jurors in trial cases on their role in the interpretation and application of law.
6. Supporting court activities with Court Clerks, City Attorney and/or City Prosecutor and other city departments.
7. Performing legal research, reviewing legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance.
8. Conducting hearings.
9. Issuing warrants, summons, etc.
10. Collaborating with the Municipal Court Judge, City Manager, City Attorney, City Prosecutor and applicable city departments to ensure policies, ordinances and orders are within the parameters of state law and also consistent with the values of the community and needs of the department.
11. Supporting the relationship between the City of McMinnville and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff.
12. Maintaining confidentiality of work-related issues and City information.
13. Performing other related duties as assigned.

RESOLUTION NO. 2022-14

A Resolution of the City of McMinnville appointing Michael Videtich Judge Pro Tempore of the McMinnville Municipal Court.

RECITALS:

Whereas, City Council, under city code 2.40.020, has the authority to appoint Judge, *Pro Tempore* to serve when the appointed Municipal Judge is unavailable; and

Whereas, the City Council affirms the previous appointment of Mr. Michael Videtich as Judge, *Pro Tempore*; and

Whereas, having satisfied city code 2.40.030 concerning qualifications for the post, the City Council appoints Mr. Michael Videtich as an additional Judge, *Pro Tempore* for the City's Municipal Court.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MCMINNVILLE, OREGON as follows:

1. That Mr. Michael Videtich is appointed Judge, *Pro Tempore*, and the City Manager is authorized to enter into an agreement with Mr. Videtich in a form substantially similar to Exhibit 1 attached hereto.
2. This Resolution is effective upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of February, 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of February, 2022.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibits:

Exhibit A – Agreement for Municipal Court Pro Tem Judicial Services.

CITY OF McMinnville
AGREEMENT FOR MUNICIPAL COURT *PRO TEM* JUDICIAL SERVICES

This Agreement for Municipal Court *Pro Tem* Judicial Services (“Agreement”) is made and entered into on this ____ day of February 2022 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Michael Videtich**, a(n) individual (hereinafter referred to as “Pro Tem Judge”).

RECITALS

WHEREAS, the City requires services which Pro Tem Judge is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Pro Tem Judge represents that Pro Tem Judge is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Pro Tem Judge is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Pro Tem Judge shall diligently perform the judicial services as Pro Tem Judge according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit 1** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until June 30, 2023, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Pro Tem Judge’s Services

3.1. All written documents prepared by Pro Tem Judge in conjunction with the Services shall bear the signature, stamp, or initials of Pro Tem Judge.

3.2. Pro Tem Judge shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Pro Tem Judge may have access by reason of this Agreement. Pro Tem Judge warrants that Pro Tem Judge’s employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All

agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Pro Tem Judge a not-to-exceed unit price of SEVENTY-FIVE DOLLARS (\$75.00) per hour for performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Pro Tem Judge.

4.2. During the course of Pro Tem Judge’s performance, if the City, through its Project Manager, specifically requests Pro Tem Judge to provide additional services that are beyond the Scope of Work described on **Exhibit 1**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 14**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Pro Tem Judge will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Pro Tem Judge as promptly as is reasonably possible.

4.4. Pro Tem Judge’s Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City’s Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Pro Tem Judge and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 13**.

Section 6. City’s Project Manager

The City’s Project Manager is Jennifer Cuellar. The City shall give Pro Tem Judge prompt written notice of any re-designation of its Project Manager.

Section 7. Pro Tem Judge's Project Manager

Pro Tem Judge's Project Manager is Michael Videtich.

Section 8. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Pro Tem Judge has been retained, Pro Tem Judge becomes aware of actual or potential problems, conflicts of interest, or possible ethics issues, or of any nonconformance with federal, state, or local laws, rules, or regulations, Pro Tem Judge shall give prompt written notice thereof to the City's Project Manager.

Section 9. Subcontractors and Assignments

Pro Tem Judge shall not subcontract with others for any of the Services prescribed herein. Pro Tem Judge shall not assign any of Pro Tem Judge's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

Section 10. Pro Tem Judge Is Independent Contractor

Pro Tem Judge is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Pro Tem Judge will be solely responsible for determining the manner and means of accomplishing the end result of Pro Tem Judge's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Pro Tem Judge's Services so such Services meet the requirements of the Project.

Section 11. Pro Tem Judge Responsibilities

11.1. Pro Tem Judge must make prompt payment for any claims for labor, materials, or services furnished to Pro Tem Judge by any person in connection with this Agreement as such claims become due. Pro Tem Judge shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Pro Tem Judge. If Pro Tem Judge fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Pro Tem Judge under this Agreement. The City may also recover any such amounts directly from Pro Tem Judge.

11.2. Pro Tem Judge must comply with all applicable Oregon and federal wage and hour laws. Pro Tem Judge shall make all required workers compensation and medical care payments on time. Pro Tem Judge shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Pro Tem Judge shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Pro

Tem Judge shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Pro Tem Judge's responsibility. Pro Tem Judge shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

11.3. No person shall be discriminated against by Pro Tem Judge in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

Section 12. Indemnity

12.1. Indemnification. Pro Tem Judge acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Pro Tem Judge's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Pro Tem Judge's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Pro Tem Judge shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Pro Tem Judge of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Pro Tem Judge's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Pro Tem Judge shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Pro Tem Judge. As used herein, the term "Pro Tem Judge" applies to Pro Tem Judge and its own agents and employees.

12.2. Standard of Care. In the performance of professional services, Pro Tem Judge agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Pro Tem Judge's profession practicing in the Portland metropolitan area. Pro Tem Judge will re-perform any Services not meeting this standard without additional compensation. Pro Tem Judge's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Pro Tem Judge's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 13. Early Termination; Default

13.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Pro Tem Judge by mail or in person; or

13.1.3. By Pro Tem Judge, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Pro Tem Judge, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Pro Tem Judge to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Pro Tem Judge shall be liable for all costs and damages incurred by the City as a result of the default by Pro Tem Judge, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Pro Tem Judge. In the event of a default, the City will provide Pro Tem Judge with written notice of the default and a period of ten (10) days to cure the default. If Pro Tem Judge notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

13.3. If the City terminates this Agreement for its own convenience not due to any default by Pro Tem Judge, payment of Pro Tem Judge shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Pro Tem Judge against the City under this Agreement.

13.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Pro Tem Judge or the City that accrued prior to such termination. Pro Tem Judge shall surrender to the City items of work or portions thereof, referred to in **Section 16**, for which Pro Tem Judge has received payment or the City has made payment.

Section 14. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Pro Tem Judge. A modification is a written document, contemporaneously executed by the City and Pro Tem Judge, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Pro Tem Judge and the City. If Pro Tem Judge incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

Section 15. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Pro Tem Judge as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 16. Property of the City

All documents, reports, and research gathered or prepared by Pro Tem Judge under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Pro Tem Judge as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 17. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of McMinnville
 Attn: Jennifer Cuellar, Finance Director
 230 NE Second Street
 McMinnville, OR 97128

To Pro Tem Judge: Michael Videtich
 Videtich Law LLC
 205 NE 6th Ave
 McMinnville, OR 97128

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

18.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Pro Tem Judge may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Agreement, Pro Tem Judge shall adhere to all applicable federal, state, and local laws (including the McMinnville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Pro Tem Judge is required by law to obtain or maintain in order to perform the Services described on **Exhibit 1**, shall be obtained and maintained throughout the term of this Agreement.

18.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

18.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

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18.20. Authority. Each party signing on behalf of Pro Tem Judge and the City hereby warrants actual authority to bind their respective party.

The Pro Tem Judge and the City hereby agree to all provisions of this Agreement.

PRO TEM JUDGE:

CITY:

MICHAEL VIDETICH

CITY OF McMinnville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of McMinnville, Oregon

Exhibit 1 Scope of Services

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4. Determining innocence or culpability (when hearing cases without a jury) and levying fines commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.
5. Directing jurors in trial cases on their role in the interpretation and application of law.
6. Supporting court activities with Court Clerks, City Attorney and/or City Prosecutor and other city departments.
7. Performing legal research, reviewing legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance.
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9. Issuing warrants, summons, etc.
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11. Supporting the relationship between the City of McMinnville and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff.
12. Maintaining confidentiality of work-related issues and City information.
13. Performing other related duties as assigned.

DAVID G. HANSEN

• MCMINNVILLE, OREGON 97128

TELEPHONE: [REDACTED]

• MOBILE: [REDACTED]

• EMAIL: [REDACTED]

PROFESSIONAL AND LEGAL EXPERIENCE

ZOTICUS LAW, PC, McMinnville, OR

Attorney and Owner, 2010 – Present

Provide juvenile law, family law, and criminal law services. Experienced in marital dissolutions, custody and visitation, spousal and child support, guardianships, adult criminal law, juvenile dependency, and juvenile delinquency. Administrator of the Yamhill Juvenile Group LLC, the public defense consortium contracted with Oregon's Office of Public Defense Services that provides all court-appointed juvenile attorneys in Yamhill County.

YAMHILL COUNTY CIRCUIT COURT, McMinnville, OR

Circuit Court Judge, Pro Tem, 2017 – Present

Preside as a substitute judge for various matters, with a primary focus on small claims court and traffic court.

ST. ANDREW LEGAL CLINIC, Oregon City and Hillsboro, OR

Volunteer Attorney, 2010 – 2014

Part-time volunteer staff attorney for the Oregon City office; intake attorney for the Hillsboro weekly night clinic. The Clinic provides legal services in family law to low-income individuals and families.

LAW OFFICES OF MICHAEL E. KNAPP, PC, Salem, OR

Associate Attorney, 2008 – 2009

Business litigation attorney with an emphasis in construction law and collections: experienced in construction liens, construction defect disputes, CCB representation, contract disputes, and general business litigation.

VERITAS SCHOOL, Newberg, OR

School Administrator, Network Administrator, Registrar, Teacher, 1998 – 2007

Served as chief administrative officer of this K-12 private school of 250 students during its formative years. Engaged in public speaking on behalf of the school at various educational and fundraising events. Advised and counseled the Board of Directors regarding long- and short-term strategic planning. Taught middle school and high school classes in mathematics, science, theology, and logic.

DAVID G. HANSEN, ATTORNEY AT LAW, Visalia, CA

Self-employed Attorney, 1995 – 1997

Provided legal services to clients involving business and health care transaction, business litigation, family law, and criminal law. Represented individual clients and worked contractually with law firms.

JACKSON, EMERICH, PEDREIRA & NAHIGIAN, Fresno, CA

Litigation Attorney, 1994 – 1995

Business litigation attorney with an emphasis in municipal, real property, insurance, administrative law, and general business litigation: experienced in preparing and arguing extensive motions and appeals on complex business litigation matters.

TULARE COUNTY DISTRICT ATTORNEY, Visalia, CA

Deputy District Attorney, 1993 – 1994

Law Clerk, 1992 – 1993

Criminal and child support prosecution in the Municipal and Superior Courts: experienced in jury trials, court trials, and appeals. Organized and directed a team of 17 staff members (including 3 attorneys) in the implementation and execution of a child support modification project within the Family Support Division.

DAVID G. HANSEN

Page 2

EDUCATION AND AFFILIATIONS

Member, Oregon State Bar
Oregon State Bar No. 080776

Inactive Member, State Bar of California
California Bar No. 164327

Admitted to practice before the following U.S. District Courts:
District of Oregon
Northern District of California
Eastern District of California

UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW, San Francisco, CA
Juris Doctor, 1992

BIOLA UNIVERSITY, La Mirada, CA
Bachelor of Science in Business Administration, 1987
Minors: Chemistry, Theology
Honors: *Cum Laude*; Dean's List (4 years)

COMMUNITY SERVICE

YAMHILL COUNTY FAMILY LAW ADVISORY COUNCIL, McMinnville, OR	2011 – Present
REMNANT INITIATIVES, Board Member, Newberg, OR	2017 – Present
CBE INTERNATIONAL, Board Member, Vice-Chairman of the Board, Minneapolis, MN	2016 – 2020
LOVE INC, Volunteer, Newberg, OR	2011 – 2016
CHEHALEM YOUTH & FAMILY SERVICES, Board Member, Newberg, OR	2012 – 2015
CHEHALEM WATER POLO CLUB, Board Member & Oregon State Tournament Director	2004 – 2007

MICHAEL VIDETICH

[REDACTED], Sherwood, OR 97140

Personal Cell: [REDACTED]; [REDACTED]

PROFILE

I am an attorney of over thirteen years with experience in criminal, juvenile, and dependency law. I am the President and Manager of Videtich Law LLC, my criminal defense firm, representing court appointed and retained clients in Yamhill and adjacent counties. I have long considered transitioning to the judicial branch and am excited at the prospect of expanding my ability to have a positive impact in the community I serve.

PROFESSIONAL EXPERIENCE

VIDETICH LAW LLC **President and Manager**

McMinnville, OR, 2020-present

- Board Member for the Yamhill Justice League Criminal Defense Consortium
- Represent court-appointed indigent defendants in felony and misdemeanor matters, including but not limited to negotiating plea offers with the District Attorney's Office, filing and arguing legal motions, and trying cases to a judge or jury
- Represent retained clients in criminal, juvenile, and dependency matters in the same manner as described above, additionally including legal consultations and providing long-term on call retainer services
- Hire and coordinate with private investigators, mental health evaluators, substance abuse evaluators, and immigration specialists to assist clients and achieve positive and appropriate outcomes
- Mentor less experienced attorneys, including providing legal and strategic advice for negotiating and trying cases, as well as assisting with co-chairing cases pro bono.

OREGON DEPARTMENT OF JUSTICE **Assistant Attorney General**

Portland, OR, 2019-2020

- Represented the Department of Human Services (DHS) in dependency matters for Washington County and neighboring counties
- Regularly met with and provided legal advice to branch executives at both Washington County DHS office locations
- Negotiated terms of settlement with attorneys for parents and children in dependency matters
- Filed and argued motions and tried dependency cases on behalf of the State of Oregon in Washington County and neighboring counties

YAMHILL COUNTY DISTRICT ATTORNEY'S OFFICE **Deputy District Attorney I and II** (Promoted to Level II in 2013)

McMinnville, OR, 2009-2019

- Made charging decisions and prepared petitions on felony delinquency and adult Measure 11 cases
- Provided legal advice and made charging decisions on DHS dependency petitions
- Made plea recommendations and negotiated criminal, delinquency, and dependency cases with defense attorneys to achieve appropriate and just outcomes
- Handled all contested hearings, including meeting with and preparing victims and/or witnesses, filing and responding to legal motions, preparing exhibits, and making arguments at all stages of criminal, delinquency, and dependency cases, including arraignments, status hearings, release hearings, settlement conferences, motion hearings, relief from registration hearings, restitution hearings,

probation violation hearings, Court Coordinated Services hearings, drug court, Women's Recovery Court, expungement hearings, plea and sentencing hearings, shelter hearings, and trials

- Advised probation officers and law enforcement officers on various legal issues
- Coordinated and collaborated with other agencies, including DHS, Oregon Youth Authority, Oregon Department of Justice, Yamhill County Family and Youth, Yamhill County Mental Health, Yamhill County Chemical Dependency, Yamhill County Developmental Disability Services, and all local law enforcement agencies
- Trained probation officers from various counties and the Oregon Youth Authority on providing courtroom testimony in delinquency cases
- Mentored and advised less experienced prosecutors in the Yamhill County Juvenile Department and District Attorney's Office

RELEVANT EDUCATION

WILLAMETTE UNIVERSITY, COLLEGE OF LAW
Doctor of Jurisprudence, 2008

Salem, OR, 2005-2008

LOYOLA UNIVERSITY CHICAGO
Bachelor of Business Administration, 2001

Chicago, IL, 1997-2001