



City Council Meeting Agenda

Tuesday, January 9, 2024

6:00 p.m. – City Council EXECUTIVE SESSION –(CLOSED TO THE PUBLIC)

7:00 p.m. – City Council Regular Meeting

Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.

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. on Monday, January 8th** to claudia.cisneros@mcminnvilleoregon.gov
- If appearing via telephone only please sign up prior by **12 p.m. on Monday, January 8th** 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 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, and contact information (email or phone) to the City.**

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

mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/85337537501?pwd=m87PVsw4EYcSFxIWWhQdyh79T1xtw94.1>

Zoom ID: 853 3753 7501

Zoom Password: 738629

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

ID: 853 3753 7501

6:00 PM – CITY COUNCIL EXECUTIVE SESSION – (NOT OPEN TO THE PUBLIC)

1. CALL TO ORDER
2. **EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2)(f):** To consider information or records that are exempt by law from public inspection; **pursuant to ORS 192.660 (2)(n)(d):** To discuss information about review or approval of programs relating to the security of any of the following: Telecommunication systems, including cellular, wireless or radio systems; **AND pursuant to ORS 192.660 (2)(n)(e):** To discuss information about review or approval of programs relating to the security of any of the following: Data transmissions by whatever means provided
3. ADJOURNMENT OF EXECUTIVE SESSION

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –

The Mayor will announce that 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 Recorded and then any citizen participating via Zoom.

4. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports

5. CONSENT AGENDA

- a. Consider the request from The Compass McMinnville for Limited on-premises, OLCC Liquor License located at 706 SE 1st Street.

6. RESOLUTIONS

- a. Consider **Resolution No. 2024-03**: A Resolution Appointing Members to the Diversity, Equity, and Inclusion Committee.
- b. Consider **Resolution No. 2024-01**: A Resolution Authorizing the City Manager to sign a contract with Chemeketa Community College in the amount of \$146,000 for Pre-Apprenticeship and Hospitality Certification Programs for the City of McMinnville’s Business Recovery and Resiliency Grant.
- c. Consider **Resolution No. 2024-02**: A Resolution Authorizing the City Manager to amend a contract with McMinnville Economic Development Partnership in the amount of \$248,400.00 for Coordination of Sustainable, Localized Workforce Programs in association with McMinnville’s Business Recovery and Resiliency Grant.

7. ADJOURNMENT OF REGULAR MEETING



McMinnville

School District No. 40

800 NE Lafayette Avenue

McMinnville, OR 97128

Phone: 503.565.4000

Fax: 503.565.4030

ENTERED INTO THE RECORD

DATE RECEIVED: 12/15/2023

SUBMITTED BY: Debbie Brockett

SUBJECT: Public Comment

December 15, 2023

Dear City Council,

As the Superintendent of Schools in McMinnville, Oregon, I am reaching out to express a continued pressing concern shared by myself and the McMinnville School Board of Directors. The issue centers on the practice of camping near our school campuses, which, while sympathetic to the challenges faced by our homeless community, raises significant safety concerns for our students.

Our schools strive to provide a safe and nurturing environment. The proximity of campsites to school grounds has led to increased concerns regarding litter, health hazards, and general safety. This situation has prompted discussions on how best to ensure safe transit for our students to and from school.

We appreciate the conversations we have held with Mayor Drabkin as we explored potential solutions. We have considered various measures, including the addition of crosswalks. However, it has become apparent that such measures, while beneficial, do not fully address the core safety issues. As a superintendent, I reached out to other superintendents to discuss this issue and explore other solutions. Those not experiencing homeless issues around or near their schools attribute it to the ordinance that bans/prohibits camping near schools.

There are many cities, too many to list, that have ordinances that range from 100 to 1500 feet from schools. Here are a few examples of recently passed ordinances to ensure safe passage to and from schools:

- Tigard: Prohibits camping within 500 ft of schools
- Portland: Prohibits camping within 250 feet of schools
- Medford: Prohibits camping within 500 feet of a school
- Eugene: Prohibits camping within 1000 ft. of schools and educational facilities
- Sherwood: Prohibits camping within 1000 feet of a school and no camping within Sherwood School District Walk Zones.

In our conversations with Mayor Drabkin, she has indicated that she does not want to be caught up in the circuit courts by violating the rights of the homeless and we understand that concern. However, Oregon House Bill 2115, passed in 2021, states Oregon cities and counties cannot enact outright camping bans. The law followed the 2018 9th Circuit Court of Appeals ruling *Martin v. Boise*, in which the court found cities couldn't punish homeless people for lying or sleeping on public property **if they had no other place to rest**. Therefore, a solution would be to determine the location where camping could take place from 9 pm to 7 am each day.

Therefore, by the city identifying specific areas for the homeless to have access to overnight camping, it does not appear they would be in violation of the Eighth Amendment and could enact an ordinance that would provide a safe route to school for our students.

Here are a few examples to ensure all homeless people have access to overnight camping:

- Wilsonville: Camping is ONLY permitted in designated areas, which is determined to be the City Hall parking lot (vehicles) or a designated area across the street from the City Hall Parking lot (tents), and only between 9 pm and 7 am.
- Tualatin: Passed a “time, place, and manner” ordinance that allows homeless camping at a designated grassy parcel across from their police station but only between 7 pm and 7 am.

These precedents demonstrate a proactive approach to balancing the needs of homeless individuals with the imperative of maintaining safe educational environments and routes to our school facilities. Therefore, I propose the adoption of a similar ordinance in McMinnville, prohibiting camping within 500 feet of school campuses and along designated McMinnville School District Walk Zones. This measure would significantly enhance the safety perimeter around our schools, allow for safe routes to and from school, and ensure a secure learning environment for our students.

While proposing this ordinance, we remain empathetic towards the homeless population and understand the city's need to find balanced solutions that respect the dignity of all community members. Our primary goal, however, remains the safety and well-being of our students.

In closing, I would like to quote Tim Rosener ([May 25, 2023](#)):

“It's essential to consider what our neighbors are doing to address HB3115. We don't want to create a situation where our homeless population congregates in the city with the most liberal rules. . . . Let's not forget that homelessness affects all of us, and it's up to all of us to find solutions that work for everyone.”

I urge the City Council to consider this proposal with the gravity it demands, drawing inspiration from the successful implementations in other Oregon cities.

Sincerely,

Debbie Brockett

Debbie Brockett
McMinnville School District Superintendent

Jason Bizon
Chair, McMinnville School District Board of Directors

From: [Marissa Martinis](#)
To: [Claudia Cisneros](#)
Subject: Homeless activity near Patton Middle School
Date: Monday, January 1, 2024 2:11:39 PM

This message originated outside of the City of McMinnville.

Hi Claudia,

Can you please include the following in the meeting packet for 1/9/24? Thank you.

Marissa Martinis

Greetings,

Our family has two children that attend Patton Middle School. There has been a steady increase of homeless campers and associated activity near the school and the varsity baseball field. This is a great cause for concern for many reasons. The kids in our community deserve to be able to walk to and from school without encountering dangers and behaviors such as:

Open drug use including fentanyl and methamphetamine
Dirty needles
Human feces
Unleashed and unpredictable animals
People with severe mental illness
Dangerous vehicles and debris

Many cities have ordinances that prohibit this activity a certain proximity from school zones. McMinnville should be no different. As a grown person I don't feel comfortable walking by these areas. Now imagine you are a child walking home from practice in the dark. It is only a matter of time before something happens.

It is really difficult to watch our schools struggle with funding for basic needs such as water fountains and carpeting while thousands of dollars every month go to repeatedly clean up illegal camping and the associated garbage and hazardous materials.

When taking our children to Joe Dancer for practice we have had individuals run at our car screaming obscenities. They have blocked the road and made it impassible which has scared one of our kids to tears. What do visiting families think when they come to baseball games and we allow these dangers adjacent to where students play? It is embarrassing and reflects poorly on our whole community.

We have, and should have, compassion for those that are suffering from homelessness and addiction and are trying to get help. However, there should be no tolerance for the types of behavior and crimes that we witness in these areas. That is not compassion.

There are a great number of parents that feel this way and we will continue to push for change to protect our students. We urge you to make those changes now.

Thank you for your time-

Marissa Martinis

From: [Katie Tinker](#)
To: [Claudia Cisneros](#)
Subject: Inclusion in 1/9 packet.
Date: Tuesday, January 2, 2024 1:40:38 PM
Attachments: [We sent you safe versions of your files.msg](#)
[January 2.docx](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Writing to be included for support of city ordinance, prohibiting camping near school property.
Letter attached.

Hello,

As a parent of 2 school age children in McMinnville, I wish to voice my concerns for their safety, as it pertains to houseless persons camping in vehicles.

We live close enough to Grandhaven Elementary and Patton Middle School, that my children do not qualify for bus service, through the school district.

It concerns me that my children walk past people who are living in their vehicles on their way to school. My Patton student has mentioned that campers are lined up along the field that students run next to during PE class. This is the field that is on Patton's campus, and across from the Wortman City Park.

One of my biggest frustrations is with persons who are to maintain a radius away from school property. When you have people without a permanent residence, who are residing in their vehicles, without permits, you really don't know who is occupying that radius around the school.

I am concerned that sex offenders are living next to schools, where if they were in a stable residence, that safety radius could be recorded and monitored.

I understand that there is a proposed ordinance that will prevent camping within 250 feet of a school. I would encourage city leaders to expand that to 250 feet within both schools, and also school bus stops. Personally, I feel that camping should be prohibited for a larger radius, to increase the safety for students who walk home, but I agree that would be nearly impossible.

I encourage the city to create and maintain a safe place for campers to congregate that increases the safety of our student population, and would also increase safety for the campers by providing a more stable place to camp.

Thank you for receiving my concerns.

Katie Tinker

[REDACTED]
McMinnville, OR 97128

January 2, 2024

Hello,

As a parent of 2 school age children in McMinnville, I wish to voice my concerns for their safety, as it pertains to houseless persons camping in vehicles.

We live close enough to Grandhaven Elementary and Patton Middle School, that my children do not qualify for bus service, through the school district.

It concerns me that my children walk past people who are living in their vehicles on their way to school. My Patton student has mentioned that campers are lined up along the field that students run next to during PE class. This is the field that is on Patton's campus, and across from the Wortman City Park.

One of my biggest frustrations is with persons who are to maintain a radius away from school property. When you have people without a permanent residence, who are residing in their vehicles, without permits, you really don't know who is occupying that radius around the school. I am concerned that sex offenders are living next to schools, where if they were in a stable residence, that safety radius could be recorded and monitored.

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I encourage the city to create and maintain a safe place for campers to congregate that increases the safety of our student population, and would also increase safety for the campers by providing a more stable place to camp.

Thank you for receiving my concerns.

Katie Tinker

[REDACTED]

McMinnville, OR 97128

From: [Sean Tinker](#)
To: [Claudia Cisneros](#)
Subject: Letter for City Council Meeting - January 9, 2024
Date: Tuesday, January 2, 2024 2:41:12 PM
Attachments: [We sent you safe versions of your files.msg](#)
[City Ordinance Letter - Sean Tinker.pdf](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Claudia,

The attached letter is intended for the City Council Meeting on January 9, 2024. Please include this letter in the packet of this meeting.

Thank you,

Sean Tinker

[REDACTED]

McMinnville OR 97128

Parent of Students at Patton Middle and Grandhaven Elementary

January 2, 2024

McMinnville Oregon City Council

McMinnville OR 97128

Re: Homeless Activity Near McMinnville Schools

McMinnville City Council,

I am writing to voice my ongoing concerns about homeless activity near our schools, specifically Patton Middle. As a concerned Parent, I have called the McMinnville PD Non-Emergency Line several times to report questionable activities near both Patton Middle and Grandhaven Elementary. There have been other times I have chosen not to call afraid to waste Police resources and wonder what they can really do about someone being in a place I don't like.

I want to highlight one particular incident that I reported and a concern I should have raised sooner but feel the need to do so now.

Reported Incident:

Earlier this year, I was picking up my 8th grader from school. As I drove South on NE McDonald from 99W, I saw a large motorhome parked on the East side of NE McDonald adjacent to St John Lutheran Church. They had the door of the motorhome open to the East sidewalk and it appeared they may be re-organizing the motorhome as personal belongings were laid out on the sidewalk. Middle school children were in the process of leaving school grounds and walking past this motorhome. I called McMinnville PD Non-Emergency in hopes the motorhome would be asked to move. I did not stick around to see how this played out.

I'm sure this scenario draws concern to you as you read it. For me, I my concern ranged from children having to navigate the sidewalk and nearby grass to avoid the personal belongings to what things may be said between these people and the children to the possibility of a child getting scooped up and taken. I'm sure the children had some of these same feelings and concerns.

Unreported Concern:

I've driven down NE McDaniel Street many times and have observed what's been going on at Wortman Park and in the space along the West sidewalk from Mac Club to the sports field fence. My concern about this area peaked when my middle school child told me that kids run and walk on that sidewalk during PE class all the way up to the NE corner of the sports field fence. As I said, this is something I should have raised already with the school but it is my understanding this issue has been reported by others.

I propose and am in favor of a City Ordinance being adopted that would prohibit camping, loitering, long-term parking, non-school activities and et cetera within 250 feet or more from the established school property boundary. I propose this ordinance apply to all McMinnville Public Schools as well Private School or Educational Facilities.

I believe this will benefit all concerned parties including but not limited to Parents, Children, Teachers, School Staff, and last but not least, McMinnville Police by giving them an enforceable ordinance while responding to situations like I described above.

Thank you,



Sean Tinker



McMinnville OR 97128



Parent of Students at Patton Middle and Grandhaven Elementary

From: [AMBER JOHNSON](#)
To: [Claudia Cisneros](#)
Subject: Letter to Mayor and City Council
Date: Sunday, January 7, 2024 10:33:30 PM
Attachments: [We sent you safe versions of your files.msg](#)
[School Safety Zones.pdf](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Hello,
Please include my letter in the council packet for the meeting on January 9, 2024.
Thank You,
Amber Johnson

DATE RECEIVED: 01/08/2024

SUBMITTED BY: Amber Johnson

SUBJECT: Public Comment

From: [AMBER JOHNSON](#)
To: [Claudia Cisneros](#)
Subject: Letter to Mayor and City Council
Date: Sunday, January 7, 2024 10:33:30 PM
Attachments: [We sent you safe versions of your files.msg](#)
[School Safety Zones.pdf](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Hello,
Please include my letter in the council packet for the meeting on January 9, 2024.
Thank You,
Amber Johnson

January 2024

Dear Mayor Drabkin and City Council,

I am writing as a concerned member of our community, a McMinnville School District employee, and a parent of three students who attend McMinnville Schools. I am a long-time McMinnville resident and am deeply concerned about the changes I have seen around our schools.

Over the past several months, there has been a noticeable increase in homeless individuals within proximity to our schools. While I understand the importance of addressing homelessness and providing support to those in need, I believe that the presence of these campsites within proximity to McMinnville school campuses poses risks to the safety and security of our students. I have two children attending Patton Middle School and am greatly concerned about the campsites located directly behind the sports fields. My son participates in track and cross country. He has come home with multiple stories and experiences that should not be occurring while he is participating in school activities on school grounds.

Considering the vulnerability of children and the need to maintain a safe learning environment, I am kindly requesting that the city implement a regulation prohibiting houseless individuals from loitering or residing within 1000 feet of school grounds. This measure aims to create a safer space for our children and ease the concerns of parents, educators, and our student community.

I understand that addressing homelessness is a complex issue that requires comprehensive solutions. However, implementing this specific regulation is a crucial step in safeguarding our children.

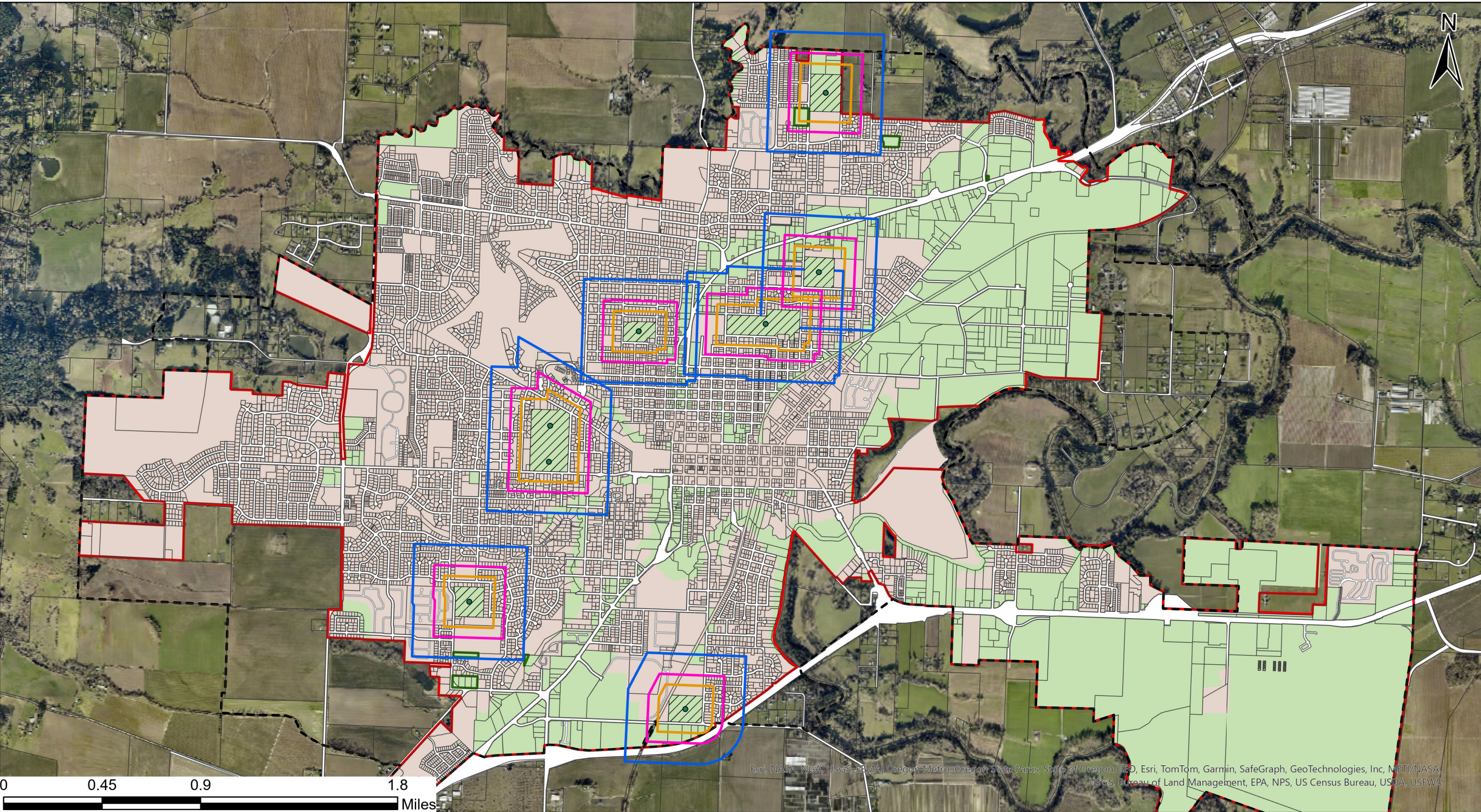
I appreciate your attention to this matter and am confident that the council will carefully consider the potential benefits of establishing a safe zone around our schools.

Thank you for your dedication to the well-being of our community, and I look forward to hearing about the steps the city may take to address this concern.


Sincerely,


Amber Johnson








School Buffer Zones Legend





 URBAN GROWTH
BOUNDARY


 City


 County


 PARKS


 SCHOOL POINTS


 SCHOOL PROPERTIES


 1000FT BUFFER


 500FT BUFFER


 250FT BUFFER


 R-4

 R-3

 R-2

 R-1

 All Other Zones

 URBAN RENEWAL ZONE

Amended on 01.10.2024

15 of 77

Added on 01.10.2024
1 of 1

Final Action:

Approved ☐ Disapproved ☐

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: The Compass McMinnville

BUSINESS LOCATION ADDRESS: 706 SE 1st 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: N/A

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

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



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city’s limits, the local government is the city.
 - If the premises street address is not within a city’s limits, the local government is the county.
3. You can submit the application to the OLCC if:
 1. You have WRITTEN documentation showing the date the local government received the application or;
 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission to:** OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
When it’s time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of “applicant” and “licensee” and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the [Authorized Representative](#)
and submit with the application.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ [New Outlet](#) | ☐ [Change of Ownership](#) | ☐ [Greater Privilege](#) | ☐ [Additional Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received: 12/16/23

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

The Compass McMinnville

Trade Name

STAFF REPORT

DATE: January 9, 2024
TO: Mayor and City Councilors
FROM: Noelle Amaya, Communications & Engagement Manager
SUBJECT: Resolution No. 2024-03 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. 2024-03, 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:

The DEIAC recruitment sought to fill one (1) regular position, one (1) youth position, and one (1) ex-officio position. The recruitment followed a standard process, was open for approximately three weeks, and concluded on November 20th, 2023. The committee received six (6) total applications and was successful at conducting interviews with each of the applicants.

The council should note that ex-officio member Diane Rhee has been removed from the roster due to non-attendance as of December 31st, 2023.

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

Viviana Garibay (youth liaison)	Expires: December 31, 2027
Katherine Martin	Expires: December 31, 2027
Efrain Arredondo	Expires: December 31, 2024
Christine Bader	Expires: December 31, 2024
Zack Geary (City Council liaison)	Expires: December 31, 2024
Abby Thomas	Expires: December 31, 2024
Myrna Khoury (ex officio)	Expires: December 31, 2025
Tony Lai	Expires: December 31, 2024
Larry Miller	Expires: December 31, 2028
Caitlin Nemeth	Expires: December 31, 2027
Nancy Macias (ex officio)	Expires: December 31, 2027

Attachments:

Resolution No. 2024 -03

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. 2024-03 appointing Larry Miller, Viviana Garibay (youth), and Nancy Macias (ex-officio) to the Diversity, Equity & Inclusion Advisory Committee.

RESOLUTION NO. 2024-03

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

RECITALS:

Whereas, The City of McMinnville has several Boards, Committees, Commissions, and Task Forces made up of volunteers; and

Whereas, The City Council is responsible for making appointments to these committees; and

Whereas, The Diversity, Equity & Inclusion Advisory Committee is made up of seven volunteer community members, one City Council liaison and one youth member; and

Whereas, The City Council directs the committee to advise the Council on policy decisions to create a more equitable and inclusive community; and

Whereas, The City Council empowers this committee to be bold in their recommendations and advise the Council with thoughtful input, focus, and leadership.

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

The City Council appoints the following volunteers to the Diversity, Equity, and Inclusion Advisory Committee as detailed below.

DIVERSITY, EQUITY, AND INCLUSION ADVISORY COMMITTEE
(2, 3 or 4-year terms)

Larry Miller	Expires: December 31, 2028
Viviana Garibay (youth)	Expires: December 31, 2027
Nancy Macias (ex-officio)	Expires: December 31, 2027

1. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of January, 2024 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of January, 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

STAFF REPORT

DATE: January 9, 2024
TO: Mayor and City Councilors
FROM: Jody Christensen, Special Projects Manager
SUBJECT: Resolution No. 2024-01 and Resolution No. 2024-02,
8212 State ARPA McMinnville Business Recovery and Resiliency Plan,
Reallocation of Program Funds

STRATEGIC PRIORITY & GOAL:



ECONOMIC PROSPERITY

Provide economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors.

OBJECTIVE/S: Improve systems for economic mobility and inclusion

Report in Brief:

This is the consideration of Resolution No. 2024-01 and Resolution No. 2024-02.

Resolution No. 2024-01 authorizes the City Manager to sign a contract with Chemeketa Community College for \$146,000 to deliver two workforce programs as part of the City of McMinnville's 8212 Grant from the State of Oregon for COVID Business Recovery and Resiliency Assistance.

Resolution No. 2024-02 authorizes the City Manager to sign Amendment #1 to a contract with McMinnville Economic Development Partnership (MEDP) changing the scope of work, contract termination date and budget for sustainable workforce development programs as part of the City of McMinnville's 8212 Grant from the State of Oregon for COVID Business Recovery and Resiliency Assistance.

At the 11.08.23 McMinnville Economic Vitality Leadership Council ("MEVLC") meeting, staff discussed the opportunity to reallocate \$166,000 of the 8212 State American Rescue Plan Act ("ARPA") funds in the McMinnville Business Recovery and Resiliency Plan. The MEVLC gave direction to allocate the funds to workforce development programs, which upon further review required a contract extension request to the state.

Staff submitted a contract extension request to the Department of Administrative Services ("DAS") on 12.26.23. That extension request was approved on January 2, 2024. Both

resolutions authorize the City Manager to sign the program contract amendments incorporating the recently approved DAS time extension.

Background:

During the 2021 Oregon Legislative session, then-Representative Ron Noble (HD-24) worked with the McMinnville Economic Development Partnership ("MEDP") and the City of McMinnville to secure \$750,000 in HB 5006 for the McMinnville Business Recovery and Resiliency Plan ("Plan").

The Plan was developed by the McMinnville Economic Vitality Leadership Council ("MEVLC"). It invests in priority projects identified to help McMinnville businesses recover from the ongoing effects of the COVID-19 pandemic and become more resilient in the future. The Plan addresses the following issues: 1) Recruiting and Retaining Workforce; 2) Trained Workforce; and 3) Business Resiliency. The Plan has four goals: Goal 1 - Develop Business Assistance Grants for Workforce Recruitment and Retention; Goal 2 - Coordination of Sustainable, Localized Workforce Programs; Goal 3 - Develop a Loan Forgiveness Program with Micro Enterprise Services of Oregon ("MESO"); and Goal 4 - Develop Bilingual Business Training/Mentorship Program.

Discussion:

Since the City needs to expend all of the funds by June 30, 2024, Staff has been monitoring 8212 contractors to determine if funds need to be shifted to other programs in order to take full advantage of the grant and expend all of the funds successfully by the due date.

Thus far, the Business Assistance Grant has been completed, the Business/Training Mentorship Program is near completion and the Workforce Coordination and Loan Forgiveness Program are underway.

In the course of monitoring, Staff was meeting bi-weekly with the team at Micro Enterprise of Oregon Services (MESO) regarding the deliverables for the \$235,000 40/60 loan program contract. On 10.23.23, it was mutually determined that the MESO 40/60 loan program will be under spent by \$166,000. To date, the loan program has three approved loans. The total fund will be \$60,000 for loans and \$9000 for administration, client support, and training. The MESO team does not believe there is time to secure additional loans in time to meet the loan terms deadline.

Staff worked with Department of Administrative Services and MEVLC on the possibility of redirecting funds to other programs if some contracts were not able to deploy the funds, and applying for a contract extension if necessary.

At the 11.08.23 MEVLC committee meeting, staff shared that \$166,000 of the 8212 funds allocated to the MESO 40/60 forgivable loan program needed to be reallocated. Staff then presented three scenarios to reallocate funds to the successful business assistance grant program and the business training/mentorship program which had both demonstrated success in terms of interest and program deployment. Please see below. Each scenario had administrative, marketing, and Latina/o business community outreach costs.

Option 1	Budget	Notes
Administration	\$ 16,600.00	
Marketing (mailers) and Translation	\$ 1,500.00	
Business Assistance Grants Round 2	\$ 112,900.00	Up to \$10,000 grants = 11 grants
Grants Community Outreach	\$ 35,000.00	
	\$166,000.00	
Option 2		
Administration	\$ 16,600.00	
Marketing (mailers) and Translation	\$ 1,500.00	
Business Assistance Grants Round 2	\$ 94,375.00	Up to \$10,000 = 9 grants
Grants Community Outreach	\$ 35,000.00	
Bilingual Business Training Round 2	\$ 18,525.00	Cohort like existing contract - up to 10 businesses
	\$166,000.00	
Option 3		
Administration	\$ 16,600.00	
Marketing (mailers) and Translation	\$ 1,500.00	
Business Assistance Grants Round 2	\$ 92,900.00	Up to \$10,000 = 9 grants
Grants Community Outreach	\$ 35,000.00	
Bilingual Business Training Circle	\$ 20,000.00	Participants from Round 1 moving to next level - 8 businesses
	\$166,000.00	

The committee considered the proposed scenarios and elected to pursue allocating the remaining funds into workforce coordination and development instead of the direct business assistance programs. They asked staff to work with the Department of Administrative Services on whether that would be viable and to ask for the necessary time extension for it to be successful.

Staff at the Department of Administrative Services indicated that the City of McMinnville would need to apply for the contract extension, and that they would not be able to provide a response until early 2024.

Staff then worked with MEDP and Chemeketa Community College on a proposal to utilize the reallocated grant funds for workforce development and coordination.

This program was brought back to the MEVLC at their 12.13.2023 committee meeting where they recommended that the City should submit a request for an extension to give the time needed to execute the workforce programs and the City Council should reallocate the funds accordingly.

The following information gives more details about the proposed reallocation of the funds:

- Chemeketa Community College proposed pre-apprenticeship and hospitality certification programs for up to 80 participants with internships at businesses within the city limits. The cost would be \$146,000. The completion date would be December 31, 2025.

Staff recommended that community engagement be included for program outreach to underserved and underrepresented community members and businesses. The budget would be \$3,400 for this work under an amended contract with MEDP, who would add it to an existing contract.

- MEDP, the Workforce Coordination contractor, proposed removing one of their deliverables, the development of an apprenticeship program with Chemeketa Community

College, and shifting the funding under their current contract to potentially extend the contract of the Workforce Coordinator and/or other staff to build out the business network to support the pre-apprenticeship and hospitality certification programs and to have additional time for the data driven action plan implementation.

The City would allocate \$16,600 for staff support to administer the new programs.

The Extension Request:

On December 26, 2023, the City of McMinnville submitted an extension request to the Department of Administrative Services (DAS) for the 8212 City of McMinnville contract per the table below. This request was approved on January 2, 2024.

Contract	Current	Extension (proposed)	Action
Obligation	June 30, 2024	December 31, 2024	All funds under contract.
Completion	October 1, 2024	December 31, 2025	All funds expended.

Per the extension request approval, the resolutions would allow the City to enter into a contract with Chemeketa Community College to deliver two workforce programs (Resolution No. 2024-01).. And the McMinnville Economic Development Partnership's current contract would be amended in Amendment No. 1 to support the pre-apprenticeship and hospitality certification programs and to have additional time for the data driven action plan implementation. Both the contract and amendment extension scopes of work will be completed on or before December 31, 2025 (Resolution No. 2024-02).

Attachments:

- Resolution No. 2024-01

Exhibit A to Resolution No. 2024-01, Professional Services Agreement with Chemeketa Community College

- Resolution No. 2024-02

Exhibit A to Resolution NO. 2024-02, Professional Services Contract with McMinnville Economic Development Partnership dated Amendment No. 1

Fiscal Impact:

The State ARPA \$750,000 Business Recovery and Resiliency grant was received by the City in 2022. Both programs and the city administration associated with the programs is funded fully by this grant.

Recommendation:

Staff recommend approving Resolution No. 2024-01 and Resolution No. 2024-02.

RESOLUTION NO. 2024-01

A Resolution Authorizing the City Manager to sign a contract with Chemeketa Community College in the amount of \$146,000 for Pre-Apprenticeship and Hospitality Certification Programs for the City of McMinnville's Business Recovery and Resiliency Grant.

RECITALS:

Whereas, the coordination of sustainable, localized workforce programs, addresses the ongoing local workforce impacts of COVID-19; and

Whereas, Chemeketa Community College, can deliver workforce development programs that respond to the needs of local businesses; and

Whereas, the funding for this project is the State American Rescue Plan Act Fund grant received from the State of Oregon via Representative Ron Noble to assist businesses in their recovery and resiliency from COVID (otherwise known as the 8212 Contract).

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

1. That the City of McMinnville will enter into a contract with Chemeketa Community College's workforce programs in an amount not to exceed \$146,000 as part of a state grant that the City of McMinnville received for Business Recovery and Resiliency programs after the impact of COVID.
2. The City Manager is hereby authorized and directed to sign the contract per Exhibit A.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of January 2024, by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of January 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Professional Services Agreement with Chemeketa Community College.

CITY OF McMinnville
MCMINNVILLE BUSINESS RECOVERY AND RESILIENCY PLAN
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for McMinnville Business Recovery and Resiliency Plan Goal 2 A – Workforce Programs (“Plan Goal 2 A Project”) is made and entered into on this ____ day of _____ 2024 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Chemeketa Community College (CCC), an Oregon *[state]* _____ *[corporation/limited liability company, etc.]* (hereinafter referred to as “Consultant”).

RECITALS

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

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

WHEREAS, Consultant 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

Consultant shall diligently perform the services according to the requirements and deliverable dates 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 all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

The following terms have the meanings assigned below for purposes of the State of Oregon American Rescue Plan Act (“ARPA”):

Amount: \$146,000.00.

Obligation Deadline: December 31, 2024.

Program Completion Deadline: December 31, 2025

Final Reporting Deadline: December 31, 2025

Section 3. Consultant's Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant's authorized Project Manager.

3.2. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.3. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant'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 Consultant on a time and materials basis, according to the Program Budget, attached hereto as **Exhibit 2**, and guaranteed not to exceed one hundred and forty six thousand (\$146,000), 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 Consultant.

Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, the City shall disburse the funds to Consultant in reimbursement payments from the date of a signed agreement.

4.2. Except for amounts withheld by the City pursuant to this Agreement, Consultant 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 Consultant as promptly as is reasonably possible.

4.3. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are 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 the Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 6. City's Project Manager

The City's Project Manager is Jody Christensen. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is _____. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Reporting Requirements

The required Project reporting will be executed as outlined in **Exhibit 3**. If the scope of work is deemed complete by the City, the last annual report received will be used for future City ARPA required reporting.

The City of McMinnville's logo and the following statement in English and Spanish will be included in all written and presentation materials:

“The McMinnville Business Recovery and Resiliency Plan (“Plan”) is a State American Rescue Plan Act (“ARPA”) funded project secured by Rep. Ron Noble (HD-24) in the 2021 Oregon Legislative Session. The Plan addresses the ongoing issues related to the impacts of the COVID-19 pandemic. In addition, the Plan supports the community's MacTown 2032 strategic plan goal of Economic Prosperity. This Plan is intended to have enduring value.”

GENERAL CONDITIONS

A. Contractual Relationship

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing a contractual relationship of any sort between the parties. Consultant shall at all times be responsible for its improvements, obligations to contractors and subcontractors, employees, and to comply with all land use requirements.

B. Hold Harmless

Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Consultant's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Insurance & Bonding

City will provide Consultant with required insurance minimums. Consultant shall carry sufficient general liability, auto liability, professional errors and emissions and workers' compensation insurance coverage that meet City's requirements until the completion of the project to protect the City and City contract assets from loss due to negligence, theft, fraud and/or undue physical damage, and shall provide to City an acceptable Certificate of Insurance coverage in force. City shall be named as an additional insured party on such liability insurance policies, and consultant shall provide an insurance endorsement so providing.

D. Grantor Recognition

Consultant shall insure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source.

E. Amendments

The City and Consultant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Consultant from its obligations under this Agreement.

This Agreement shall be subject to all federal, state or local governmental statutes, guidelines, and policies, including amendments made after execution of this Agreement which are binding upon the City. If any change in such code or regulation results in a change in the funding, the scope of services, or schedule of

the activities to be undertaken as part of this Agreement, the parties shall agree to such modification or the Agreement shall be terminated.

F. Suspension or Termination by City

Termination of this Agreement is subject to the terms and conditions of Section 14 of Exhibit 4.

G. Successors and Assigns

This agreement shall be binding on the parties' successors and assigns.

H. Consultant Termination

Consultant may terminate this Agreement effective upon delivery of written notice to the City under any of the following conditions:

- a. City fails to make payments due under this Agreement, or
- b. City fails to perform the provisions of this Agreement, and within ten (10) days or such longer period as Consultant may authorize, after receipt of written notice from Consultant, fails to correct such failure.

I. Rights After Termination

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

J. No Other Parties

City and Consultant are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.

K. Severability

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

L. Governing Laws

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including,

without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill City. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

M. Counterparts

This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

N. Entire Agreement

This Agreement, Project application and documents provided by Consultant to City prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

O. Waiver of Certain Damages

Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages or any sort arising solely from the termination of this Agreement in accordance with its terms.

P. Limitation on Assignment

Consultant may not assign or transfer its interest in this Agreement without the prior written consent of City and any attempt by Consultant to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. City's consent to Consultant's assignment or transfer of its interest in this Agreement will not relieve Consultant of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

Q. Financial Records

Consultant shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Consultant's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Consultant acknowledges and agrees City and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Consultant must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

R. Time of the Essence

Time is of the essence in Consultant's performance of the Project activities under this Agreement.

S. Indemnification

If Consultant does not complete the Project in accordance with this Agreement, the Consultant shall pay back all of the Funds to City. Any Funds disbursed to Consultant but not used for the approved Project must be returned to City. In the case of a violation of Section 603(c) of ARPA regarding the use of Funds, previous payments shall be subject to recoupment by City, or the US Treasury ("Treasury") as provided in Section 603(e) of ARPA.

T. Required ARPA Grant Contract Provisions

All federally or State of Oregon required terms and provision relating to the MCMINNVILLE BUSINESS RECOVERY AND RESILIENCY PLAN GRANT FUNDS are hereby incorporated into this Agreement by this reference, and shall govern over any other term or provision in the Agreement which is not consistent therewith.

The Contract is subject to the terms and conditions contained in the American Rescue Plan Act (ARPA) funding provisions attached hereto as "City of McMinnville-American Rescue Plan (ARPA) Contract Addendum," attached hereto as **Exhibit 4**, which terms and conditions shall govern over and supersede any inconsistent term or provision contained in the Contract.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF McMinnville

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

City Attorney
City of McMinnville, Oregon

Exhibit 1: Scope of Work

Exhibit 2: Budget

Exhibit 3: Reporting Requirements

Exhibit 4: City of McMinnville – American Rescue Plan Act (APRA) Contract Addendum

Exhibit 1: Chemeketa Community College's Scope of Work

Fund Source: City of McMinnville State American Rescue Plan Act (ARPA)

Funds

8212 City of McMinnville Coordination of Sustainable, Localized Workforce Program Goal 2 A: Pre-Apprenticeship and Hospitality Certification Programs

Issue: Lack of trained workforce to support local businesses impacted by the COVID-19 pandemic.

Strategy: Invest in data-informed workforce development coordination to develop and market sustainable, localized workforce programs such as specialized training, scholarships, apprenticeships, and internships to address the ongoing workforce issues related to the impacts of the COVID-19 pandemic.

Outcomes:

1. Develop and deliver Pre-apprenticeship and Hospitality Certification programs for up to 80 participants with a focus on underserved and underrepresented Yamhill County community members and for businesses located in the McMinnville city limits.

Deliverables:

1. Up to 60 participants will complete the Hospitality Certification program by December 31, 2025.
 - i. 30 participants may be high school students in Yamhill County.
 - ii. 30 participants may be dislocated, incumbent, or other workers.
2. Up to 20 participants aged 18 or older will complete the Pre-apprenticeship program by December 31, 2025.

Cost: \$146,000

Chemeketa Community College Yamhill Valley Campus (YVC) Proposal:

Prepared by: Holly Nelson, Paul Davis, Eric Aebi, Fransico Saldivar

COMPLETION TIMELINE: The programs will be completed, and the funds would be fully expended by December of 2025.

PROJECT DESCRIPTION: The concept would be to develop pre-apprenticeship and hospitality certifications programs for Yamhill County participants with job exploration, internships, and potentially job placements for businesses located in the McMinnville city limits. The outreach would focus on underserved and underrepresented community members and businesses that continue to be impacted by the ongoing impacts of COVID-19.

PROGRAM GOALS:

- 1) Develop employer relationships, pay students for internships (needed in today's market or it will be extremely difficult to access students), and train new and incumbent workers.
- 2) The Hospitality Certification Program could serve up to 30 transitioning high school students and up to 30 incumbent or other workers.

Participants could earn up to three (3) certifications:

- Oregon Guest Service Gold
- Oregon Food Handler
- Alcohol Service Permit
- Any of the following
- Certified Front Desk Representative
- Certified Guest Room Attendant
- Certified Maintenance Employee
- Certified Restaurant Server

- 3) The Pre-apprenticeship Program could help up to 20 students develop the knowledge and skills to compete for multiple apprenticeship programs.

Pre-apprentices will take classes and build a portfolio that includes –

- First aid/CPR, National Center for Construction Education and Research (NCCER) Core and Oregon Occupational Safety and Health (OSHA) 10 training certificates
- Trades courses like welding and carpentry
- College credit for the APR 101 Trade Skills Fundamentals class
- Industry certifications like forklift operator and welding
- Obtaining an Oregon driver's license
- Learn about different registered apprenticeship programs
- Participate in construction-related field trips
- Accumulate skills to compete with older apprenticeship applicants
- Receive recognition at graduation
- Develop a comprehensive portfolio and resume

PARTNERSHIPS: The McMinnville Economic Development Partnership (MEDP) intends to support these programs by assigning the workforce coordinator and/or other staff to assist with job development, internship coordination, development, and career readiness training / employer relations. MEDP intends to provide community outreach for the programs.

Exhibit 2: Budget

Hospitality Certification Program

Category	Item(s)	Details	Cost
Personnel	Instructor/Coordinator	200hrs for instruction and coaching / career readiness	\$10,000.00
Student Support	Field Trip	\$100 per student @60 students	\$6,000.00
Student Support	Clothing	\$200 gift card to slacks, shirt/blouse, shoes @60 student cohort	\$12,000.00
Student Support	Student Certifications	\$500 per student for 3 certifications: <ul style="list-style-type: none"> • Oregon Guest Service Gold • Oregon Food Handler • Alcohol Service Permit • Any of the following • Certified Front Desk Representative • Certified Guest Room Attendant • Certified Maintenance Employee • Certified Restaurant Server 	\$30,000.00
Student Support	Internship Pay	\$800 per student for 40 hr. internship @60 students	\$48,000.00
			\$106,000.00

Pre-apprenticeship Program

Category	Item(s)	Details	Cost	Fixed/Variable
Personnel	Instructor/Registration	Cost for one instructor for APR 101 delivered at YVC with course registration and advising support	\$12,000.00	Fixed
Instruction	Additional Required Course	Required by BOLI. Either 2 credit Internship or CTE courses in sheet metal, HVAC/R, electronics, welding, automotive, diesel, or drafting or another approved course. \$500/Student @ 20 students	\$10,000.00	Variable based on cohort size
Student Support	Boots/clothing	\$200 gift card to buy boots and clothing. Can be purchased from a local retailer. \$200/Student @20 student cohort	\$4,000.00	Variable based on cohort size
Student Support	Student Tool Kit	\$200 per student for basic hand tools. Can be purchased from a local retailer. \$200/Student @20 student cohort	\$4,000.00	Variable based on cohort size
Student Support	Internship Pay	\$500 per student for 32 hour Internship. \$500 @20 per cohort	\$10,000.00	Variable based on cohort size
Total		Based on a cohort of 20	\$40,000.00	

Exhibit 3: Reporting Requirements

The Consultant will submit quarterly, annual, and final reports. These reports will be used to document progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

SAMPLE REPORT:

8212 Project Status Report

The Consultant will submit quarterly, annual, and final reports. These reports will be used to document progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

The Consultant will provide **written (typed) electronic reports** submitted to the City's Project Manager. The City has provided report forms and an expenditure spreadsheet for convenience. The reports should be emailed to Jody Christensen at jody.christensen@mcminnvilleoregon.gov on or before the due date.

Quarterly Reporting Requirements

The Consultant will provide **written electronic quarterly reports** submitted to the City's Project Manager.

Report Format: No more than one-page, if not using form provided.

Reports Due: Starting from the point of the contract on or before:

- March 31, 2024
 - June 30, 2024
 - September 30, 2024
 - December 31, 2024
 - March 31, 2025
 - June 30, 2025
-

-
- September 30, 2025
 - December 31, 2025 (final report)

Annual Reporting Requirements The Consultant will provide **annual written electronic project update reports** submitted to the City's Project Manager.

Report Format: No more than three (3) pages, if not using form provided.

Reports Due: Starting from the point of the contract on or before:

- December 31, 2024 (to be combined with Quarterly Report)
- December 31, 2025 (to be combined with Quarterly Report)

Final Reporting Requirement The Consultant will provide the **final written electronic report** submitted to the City's Project Manager. This report should include final statements on the work completed.

Format: No more than three (3) pages, if not using form provided.

Due: On or before:

- December 31, 2025 (to be combined with Quarterly Report)

Consultant Contact Information

Project Contact:

Office Phone:

Cell Phone:

Email:

Expenditure (attach Project Expenditure Excel Spreadsheet)

Add summary here, if possible

The Project Name:

Overall Status (pick one): **Status**

Type: (choose one) **Quarterly, Annual, or Final Report**

Report End Date: (ex: 03.31.2024)

Status Code Legend

● On Track: Project is on schedule

● High Risk: At risk, with a high risk of going off track

Progress since last report including project outputs and achieved outcomes.	<ul style="list-style-type: none"> ● To add a bullet for any status, on the Home tab, in the Styles gallery, select the name of the status of you need. ● To replace any placeholder text (such as this) just tap it and start typing. ● Additional status item.
Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risk to the overall project goals.	<ul style="list-style-type: none"> ● Issue No. 1 with mitigation action ● Issue No. 2 ● Issue No. 3
Milestones achieved this report.	<ul style="list-style-type: none"> ● Milestone No. 1 ● Milestone No. 2 ● Milestone No. 3
Milestones planned for the next report.	<ul style="list-style-type: none"> ● Milestone No. 1 ● Milestone No. 2 ● Milestone No. 3
Document community outreach/engagement and/or other positive local news stories. Please send attachments (i.e., articles, press releases) if possible.	<ul style="list-style-type: none"> ● Ex. Article in the Oregonian ● Ex. Women in Business Meeting ● Ex. Social media post (in English and Spanish)

Document how the project is promoting equitable outcomes. <i>(Required for annual report.)</i>	
Document how the project is engaging with the community. <i>(Required for annual report.)</i>	
Areas/questions for discussion with City project manager.	
Report prepared by:	(Name)

**Exhibit 4: City of McMinnville – American Rescue Plan Act (ARPA)
Contract Addendum**

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of McMinnville by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of McMinnville, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contractor hereby agrees to comply with the following, when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor hereby verifies that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of McMinnville. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR

pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

I. *Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum*

4. Access to Records. (A) The Contractor agrees to provide the City of McMinnville, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

2. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless

such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. McMinnville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of McMinnville and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in w8. Federal Water Pollution Control Act

(E) (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(F) (2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(G) (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

(H) Federal Water Pollution Control Act

(I) (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(J) (2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For

purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Termination

(a) Termination by the City For Convenience. The City for its convenience, in its sole and absolute discretion, may terminate this Contract:

(i) if the Contractor has breached any provision of this Contract (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or

(ii) if any representation or warranty made by the Contractor in any Application, this Contract, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

(b) Notice of Termination For Cause. The City shall provide the Contractor with written notice of termination of this Contract, setting forth the reason(s) for termination. The termination of this Contract or any one or more Grants shall be effective as of the date such notice of termination is sent by the City.

(c) Effect of Termination. Upon termination of this Contract, the Contractor shall reimburse the City for all non-accrued and unearned costs and disbursements of the Contract terminated on a schedule to be negotiated in good faith between the City and the Contractor, but in no event more than 60 days from the date of such termination.

RESOLUTION NO. 2024-02

A Resolution Authorizing the City Manager to amend a contract with McMinnville Economic Development Partnership in the amount of \$248,400.00 for Coordination of Sustainable, Localized Workforce Programs in association with McMinnville's Business Recovery and Resiliency Grant.

RECITALS:

Whereas, the Coordination of Sustainable, Localized Workforce Programs, addresses the ongoing local workforce impacts of COVID-19; and

Whereas, the contract amendment will be for the contract term, scope of work, and budget; and

Whereas, the funding for this project is the State American Rescue Plan Act Fund grant received from the State of Oregon via Representative Ron Noble to assist businesses in their recovery and resiliency from COVID (otherwise known as the 8212 Contract)

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

1. That the City of McMinnville will enter into a contract amendment with the McMinnville Economic Development Partnership for the coordination of sustainable, localized, workforce programs in an amount not to exceed \$248,400 as part of a state grant that the City of McMinnville received for Business Recovery and Resiliency programs after the impact of COVID.
2. The City Manager is hereby authorized and directed to sign Amendment No. 1, per Exhibit A.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of January 2024, by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of January 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Professional Services Contract with McMinnville Economic Development Partnership dated Amendment No. 1.

CONTRACT AMENDMENT NO. 1

to the

PERSONAL SERVICES CONTRACT

with

McMinnville Economic Development Partnership ("MEDP").

This Contract Amendment No. 1 amends the personal services contract, dated February 14, 2023, between the City of McMinnville (City) and McMinnville Economic Development Partnership (Contractor). (Exhibit D)

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide professional planning services for the McMinnville Business Resiliency and Recovery Plan's Coordination of Sustainable, Localized Workforce Programs in an extension with the revised extension statement of work in Exhibit A.

2. EFFECTIVE DATE

This Contract Amendment No. 1 is effective on _____ at which it is fully executed.

3. COMPLETION DATE

This Contract Amendment establishes an extension for the revised scope of work in Exhibit A and compensation as follows:

All work must be completed, and expenses incurred on or before December 31, 2025.

4. COMPENSATION

The City agrees to pay the Contractor allowable expenses as reimbursements incurred by the Contractor and its agents for accomplishing the work required by this Contract Amendment No. 1, with a total sum not to exceed **\$248,400.00** in Exhibit B.

5. REPORTING

This Contract Amendment establishes additional reporting requirements for the extension as described in Exhibit C.

6. TERMINATION

The termination for the work outlined in Exhibit A will be the extension term that will be no later than December 31, 2025.

7. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the original Personal Services Contract remain in full force and effect.

For the City:
Approved:

By: _____

Title: _____

Date: _____

For the Contractor:
Approved:

By: _____

Title: _____

Date: _____

EXHIBIT A – Extension Scope of Work

Extension 8212 McMinnville Business Resiliency Plan Goal 2

Program Goal 2	Outcomes (Deliverables)
Coordination of Sustainable, Localized Workforce Programs	<ul style="list-style-type: none"> Implementation of data-informed and equitable action plan. Development of programs that increase access to trained workforce. Marketed programs to employers and community at-large. Documented outreach to 1800+ McMinnville businesses and the community at-large including underserved and underrepresented businesses and residents most impacted by the COVID-19 pandemic.

Extension MEDP Work Plan

Outcomes (City/DAS) COMPLIANCE: Addresses negative economic impacts	Approach	Action Plan (How – High Level)	Anticipated Implementation Partners
Implementation of a data-informed and equitable action plan.	Assess Build	<ul style="list-style-type: none"> Hire Workforce Development Coordinator (FTE) to develop and implement the workforce action plan. Develop a comprehensive business database to identify workforce needs/trends and inform the action plan and support data collection. Analyze data, identify gaps in service, and track workforce outcomes. 	City of McMinnville MWP – Equity Chamber, MDA, Visit Mac, MEDP Unidos Community Justice
Development of programs that increase access to a trained workforce.	Build Integrate	<ul style="list-style-type: none"> Develop a directory of current workforce programming. Implement a data-informed action plan to assess current workforce programming to increase access to a trained workforce and connects underserved populations with workforce opportunities. Analyze and develop programs (if needed) for reemployment, training, and support services to populations most in need. GOOW** by connecting businesses with an emerging, underemployed, underrepresented, disengaged workforce. 	Unidos MEDP Chemeketa WWP MSD – Rural SD Linfield MWP
Marketed programs to employers and the community at large.	Engage Inform	<ul style="list-style-type: none"> Create bilingual and culturally appropriate marketing materials to communicate with our business community. Engage partners in an approach to equitable involvement in developing the workforce database. 	City of McMinnville MWP Unidos Grand Ronde Tribe Chamber, MDA, Visit Mac, MEDP
Documented outreach to (the city provided) 1800+ McMinnville businesses and the community, including underserved and underrepresented businesses and residents most impacted by the COVID-19 pandemic.	Integrate Inform	<ul style="list-style-type: none"> Report progress based on the grant reporting schedule to the city. Communicate reporting results and outcomes to partners/stakeholders. Document communication and outreach to demonstrate access to workforce programming, participation rates, and community engagement. 	City Program Manager City Council MEVLC Chamber, MDA, Visit Mac, MEDP
Ensure project sustainability	All Stages	<ul style="list-style-type: none"> Analyze workforce data to ensure diversity, equity, and inclusion of businesses and workforce. (Assess) Utilize data to enhance existing programs and create innovative workforce programming for data-identified gaps (Build). Use the proposed methodology (Project Approach) to monitor engagement and communication and develop continuity of service processes and systems (Integrate). Evaluate current and proposed workforce programming and processes (Inform) 	City of McMinnville MWP & sub-groups Chemeketa Chamber, MDA, Visit Mac, MEDP Unidos Community Justice

**Grow Our Own Workforce

Exhibit B: Extension Budget

City of McMinnville Business Recovery and Resiliency	
McMinnville Economic Development Partnership	
Extension Budget	Amount
Personnel: Workforce Coordinator and Staff Support	\$ 98,726.26
Action Plan Implementation	\$ 60,085.37
Operations, Supplies & Materials	\$ 2,700.00
Workforce Database Platform (Customer Relationship Management - Salesforce)	\$ 25,484.87
Inclusive and Equitable Outreach and Marketing	\$ 36,903.50
Total Project Costs	\$ 223,900.00
Administrative Costs	24,500.00
TOTAL BUDGET	\$ 248,400.00
Reimbursed to MEDP as of 11.28.23	\$ (116,441.13)
Remaining	\$ 131,958.87
Marketing (City expense) - mailer/postage	\$ (1,565.00)
	\$ 130,393.87

EXHIBIT C – Extension Reporting Requirements

The Consultant will submit quarterly, annual, and final reports. These reports will be used to document the progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

SAMPLE REPORT:

8212 Project Status Report – Extension

The Consultant will submit quarterly, annual, and final reports. These reports will be used to document the progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

The Consultant will provide **written (typed) electronic reports** submitted to the City's Project Manager. The City has provided report forms and an expenditure spreadsheet for convenience. The reports should be emailed to Jody Christensen at jody.christensen@mcminnvilleoregon.gov on or before the due date.

The approved project extension has additional reports required as highlighted in yellow.

Quarterly Reporting Requirements.

The Consultant will provide **written electronic quarterly reports** submitted to the City's Project Manager.

Report Format: No more than one-page, if not using form provided.

Reports Due:

- September 30, 2024
- December 31, 2024
- March 31, 2025
- June 30, 2025
- September 30, 2025
- December 31, 2025 (final quarterly report)

Annual Reporting Requirements The Consultant will provide **annual written electronic project update reports** submitted to the City’s Project Manager.

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Reports Due: Starting from the point of the contract on or before:

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- December 31, 2025 (to be combined with Quarterly Report)

Final Reporting Requirement The Consultant will provide the **final written electronic report** submitted to the City’s Project Manager. This report should include final statements on the work completed.

Format: No more than three (3) pages, if not using form provided.

Due: On or before:

- December 31, 2025 (to be combined with Quarterly Report)

Consultant Contact Information

Project Contact:
Office Phone:
Cell Phone:
Email:

Expenditure (attach Project Expenditure Excel Spreadsheet)

Add summary here, if possible

The Project Name:

Overall Status (pick one): **Status**
Type: (choose one) **Quarterly, Annual, or Final Report**
Report End Date: (ex: 03.31.2024)

Status Code Legend

- On Track: Project is on schedule ● High Risk: At risk, with a high risk of going off track
● At Risk: Milestones missed but date intact ● Off Track: Date will be missed if action not taken

Progress since last report including project outputs and achieved outcomes.	<p>To add a bullet for any status, on the Home tab, in the Styles gallery, select the name of the status of you need.</p> <ul style="list-style-type: none"> ● To replace any placeholder text (such as this) just tap it and start typing. <p>Additional status item.</p>
Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risk to the overall project goals.	<p>Issue No. 1 with mitigation action</p> <p>Issue No. 2</p> <p>Issue No. 3</p>
Milestones achieved this report.	<p>Milestone No. 1</p> <p>Milestone No. 2</p> <p>Milestone No. 3</p>
Milestones planned for the next report.	<p>Milestone No. 1</p> <p>Milestone No. 2</p> <p>Milestone No. 3</p>
Document community outreach/engagement and/or other positive local news stories. Please send attachments (i.e., articles, press releases) if possible.	<p>Ex. Article in the Oregonian</p> <p>Ex. Women in Business Meeting</p> <p>Ex. Social media post (in English and Spanish)</p>
Document how the project is promoting equitable outcomes.	

(Required for annual report.)	
Document how the project is engaging with the community. (Required for annual report.)	
Areas/questions for discussion with City project manager.	
Report prepared by:	(Name)

CITY OF McMinnville
MCMINNVILLE BUSINESS RECOVERY AND RESILIENCY PLAN
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for McMinnville Business Recovery and Resiliency Plan Goal 2 – Coordination of Sustainable, Localized Workforce Programs (“Plan Goal 2 Project”) is made and entered into on this 14th day of February 2023 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and the McMinnville Economic Development Partnership (MEDP) an Oregon *[state]* 501 (c) 6*[corporation/limited liability company, etc.]* (hereinafter referred to as “Consultant”).

RECITALS

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

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

WHEREAS, Consultant 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

Consultant shall diligently perform the services according to the requirements and deliverable dates 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 all Services required to be performed hereunder are completed and accepted, or no later than December 31 , 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

The agreement shall as of June 30, 2024, be fully contracted and meaningfully underway with all project work completed by the date of December 31, 2026.

The following terms have the meanings assigned below.

Amount: \$245,000.00.

Obligation Deadline: June 30, 2024.

Final Reporting Deadline: December 31, 2026

Section 3. Consultant's Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant's authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing; however, no additional compensation will be provided due to a Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant'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 Consultant on a time and materials basis, guaranteed not to exceed two hundred and forty-five thousand dollars (\$245,000), 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 Consultant.

Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, the City shall disburse the funds to Consultant in reimbursement (i.e., reimbursement) payments from the date of a signed agreement.

4.2. Except for amounts withheld by the City pursuant to this Agreement, Consultant 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 Consultant as promptly as is reasonably possible.

4.3. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are 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 Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 6. City's Project Manager

The City's Project Manager is Jody Christensen. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Patty Herzog. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Reporting Requirements

The required Project reporting will be executed as outlined in **Exhibit 3**. If the scope of work is deemed complete by the City, the last annual report received will be used for future City ARPA required reporting.

The City of McMinnville's logo and the following statement in English and Spanish will be included in all written and presentation materials:

“The McMinnville Business Recovery and Resiliency Plan (“Plan”) is a State American Rescue Plan Act (“ARPA”) funded project secured by Rep. Ron Noble (HD-24) in the 2021 Oregon Legislative Session. The Plan addresses the ongoing

issues related to the impacts of the COVID-19 pandemic. In addition, the Plan supports the community's MacTown 2032 strategic plan goal of Economic Prosperity. This Plan is intended to have enduring value."

GENERAL CONDITIONS

A. Contractual Relationship

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing a contractual relationship of any sort between the parties. Consultant shall at all times be responsible its improvements, obligations to contractors and subcontractors, employees, and to comply with all requirements.

B. Hold Harmless

Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Consultant's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Insurance & Bonding

Consultant shall carry sufficient general liability, auto liability, professional errors and emissions and workers' compensation insurance coverage until the completion of the project to protect the City and City contract assets from loss due to negligence, theft, fraud and/or undue physical damage, and shall provide to City an acceptable Certificate of Insurance coverage in force. City shall be named as an additional insured party on such liability insurance policies, and consultant shall provide an insurance endorsement so providing.

D. Grantor Recognition

Consultant shall insure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source.

E. Amendments

The City and Consultant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Consultant from its obligations under this Agreement.

This Agreement shall be subject to all federal, state or local governmental statutes,

guidelines, and policies, including amendments made after execution of this Agreement which are binding upon the City. If any change in such code or regulation results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, the parties shall agree to such modification or the Agreement shall be terminated.

F. Suspension or Termination by City

The City may suspend or terminate the Agreement, in whole or in part, if Consultant materially fails to comply with any term of the Agreement, or with any of the rules, regulations or provisions referred to herein. In addition, the City may declare Consultant ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Consultant is in noncompliance

If this Agreement is terminated, Consultant shall immediately pay back the City the total disbursements received to date under this contract. If not paid within 24 hours of termination, all amounts due shall bear interest at 9% per annum. In any proceeding to recover funds owing under this section, or for any other breach of this agreement by the Consultant, the City of McMinnville shall be entitled to recover from the Consultant its costs and attorney fees incurred.

G. Successors and Assigns

This agreement shall be binding on the parties' successors and assigns.

H. Consultant Termination

Consultant may terminate this Agreement effective upon delivery of written notice to the City under any of the following conditions:

- a. City fails to make payments due under this Agreement, or
- b. City fails to perform the provisions of this Agreement, and within ten (10) days or such longer period as Consultant may authorize, after receipt of written notice from Consultant, fails to correct such failure.

I. Rights After Termination

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

J. No Other Parties

City and Consultant are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.

K. Severability

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

L. Governing Laws

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill City. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

M. Counterparts

This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

N. Entire Agreement

This Agreement, Project application and documents provided by Consultant to City prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

O. Waiver of Certain Damages

Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement,

regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages or any sort arising solely from the termination of this Agreement in accordance with its terms.

P. Limitation on Assignment

Consultant may not assign or transfer its interest in this Agreement without the prior written consent of City and any attempt by Consultant to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. City's consent to Consultant's assignment or transfer of its interest in this Agreement will not relieve Consultant of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

Q. Financial Records

Consultant shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Consultant's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Consultant acknowledges and agrees City and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Consultant must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

R. Time of the Essence

Time is of the essence in Consultant's performance of the Project activities under this Agreement.

S. Indemnification

If Consultant does not complete the Project in accordance with this Agreement, the Consultant shall pay back all of the Funds to City. Any Funds disbursed to Consultant but not used for the approved Project must be returned to City. In the case of a violation of Section 603(c) of ARPA regarding the use of Funds, previous payments shall be subject to recoupment by City, or the US Treasury ("Treasury") as provided in Section 603(e) of ARPA.

T. Required ARPA Grant Contract Provisions

All federally or State of Oregon required terms and provision relating to the MCMINNVILLE BUSINESS RECOVERY AND RESILIENCY PLAN GRANT

FUNDS are hereby incorporated into this Agreement by this reference, and shall govern over any other term or provision in the Agreement which is not consistent therewith.

The Contract is subject to the terms and conditions contained in the American Rescue Plan Act (ARPA) funding provisions attached hereto as "City of McMinnville-American Rescue Plan (ARPA) Contract Addendum" which terms and conditions shall govern over and supersede any inconsistent term or provision contained in the Contract. The addendum is Exhibit 4.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

McMinnville Economic Development Partnership

By: Patty Herzog

Print Name: Patty Herzog

As Its: Executive Director

Employer I.D. No. N/A

CITY:

CITY OF McMINNVILLE

By: Jeff Towery

Print Name: Jeff Towery

As Its: City Manager

APPROVED AS TO FORM:

Walter J. Ford
City Attorney
City of McMinnville, Oregon

Exhibit 1: Scope of Work

Exhibit 2: Budget

Exhibit 3: Reporting Requirements

Exhibit 4: City of McMinnville – American Rescue Plan Act (APRA) Contract Addendum

Exhibit 1: MEDP's Scope of Work

Except from the MEDP Proposal dated December 13, 2022

MEDP has a unique understanding of the need for coordination of sustainable, localized workforce programs to address the ongoing impacts of the COVID-19 pandemic on businesses in McMinnville. During the immediate response to the pandemic, the Stable Table (MEDP, City of McMinnville, Chamber of Commerce and Downtown Association) worked together to communicate federal, state, and local requirement for Personal Protective Equipment (PPE) while also providing resources and connection to programs like the Paycheck Protection Program (PPP) (See Attached - **Navigating Covid Business Relief Program List**). MEDP also held outreach engagements and surveys to collect data regarding the impact of Covid on our Business Community. (See Attached – **MEDP Business Retention Covid 19 Impact Survey Report**) . *(Both attachments are available in the full proposal.)*

While Stable Table partners maintained organizational specific business contact lists, the lack of a comprehensive McMinnville business registry limited the reach of communication. The result was a labor-intensive process of phone calls, social media, and e-newsletter platforms to communicate critical connections to **resources**. The pandemic emphasized a fundamental gap: a comprehensive and equitable system to reach the business community.

In response to the ongoing pandemic impacts, Representative Ron Noble (HD-24) secured \$750,000 in HB 5006 for the McMinnville Business Recovery and Resiliency Plan(“Plan”) during the 2021 Oregon Legislative session. The Plan funded investments in priority projects identified to support recovery for McMinnville businesses from the ongoing effects of the COVID-19 pandemic and develop resiliency to future economic impacts.

The Plan focuses on:

1. Recruiting and Retaining Workforce
2. Trained Workforce
3. Business Resiliency

This proposal addresses coordination of sustainable, localized workforce programs for McMinnville’s business sector, including tourism-oriented businesses, retail, and advanced manufacturing. Implementation of this proposal will formalize a methodical, accessible database of businesses, workforce resources, and training programming to help business and industry address the lack of skilled workforce due to the impacts of the pandemic. MEDP will provide the city and its partners an intentional workforce development system that provides sustainable data-informed workforce solutions for McMinnville’s business community.

Outcomes (City/DAS) COMPLIANCE: Addresses negative economic impacts	Approach	Action Plan (How – High Level)	Anticipated Implementation Partners
Implementation of a data-informed and equitable action plan.	Assess Build	<ul style="list-style-type: none"> Hire Workforce Development Coordinator (FTE) to develop and implement the workforce action plan. Develop a comprehensive business database to identify workforce needs/trends and inform the action plan and support data collection. Analyze data, identify gaps in service, and track workforce outcomes. 	City of McMinnville MWP – Equity Chamber, MDA, Visit Mac, MEDP Unidos Community Justice
Development of programs that increase access to a trained workforce.	Build Integrate	<ul style="list-style-type: none"> Develop a directory of current workforce programming. Implement a data-informed action plan to assess current workforce programming to increase access to a trained workforce and connects underserved populations with workforce opportunities. Analyze and develop programs (if needed) for reemployment, training, and support services to populations most in need. GOOW** by connecting businesses with an emerging, underemployed, underrepresented, disengaged workforce. 	Unidos MEDP Chemeketa WWP MSD – Rural SD Linfield MWP
Marketed programs to employers and the community at large.	Engage Inform	<ul style="list-style-type: none"> Create bilingual and culturally appropriate marketing materials to communicate with our business community. Engage partners in an approach to equitable involvement in developing the workforce database. 	City of McMinnville MWP Unidos Grand Ronde Tribe Chamber, MDA, Visit Mac, MEDP
Development of an apprenticeship program with the proposed partner, Chemeketa Community College.	Build	<ul style="list-style-type: none"> Utilize data to inform the development of apprenticeship programs to meet business needs and data trends. Build industry-recognized certification programs if data indicates the need. 	Chemeketa MSD – Rural SD MEDP, Businesses
Documented outreach to (the city provided) 1800+ McMinnville businesses and the community, including underserved and underrepresented businesses and residents most impacted by the COVID-19 pandemic.	Integrate Inform	<ul style="list-style-type: none"> Report progress based on the grant reporting schedule to the city. Communicate reporting results and outcomes to partners/stakeholders. Document communication and outreach to demonstrate access to workforce programming, participation rates, and community engagement. 	City Program Manager City Council MEVLC Chamber, MDA, Visit Mac, MEDP
Ensure project sustainability	All Stages	<ul style="list-style-type: none"> Analyze workforce data to ensure diversity, equity, and inclusion of businesses and workforce. (Assess) Utilize data to enhance existing programs and create innovative workforce programming for data-identified gaps (Build). Use the proposed methodology (Project Approach) to monitor engagement and communication and develop continuity of service processes and systems (Integrate). Evaluate current and proposed workforce programming and processes (Inform) 	City of McMinnville MWP & sub-groups Chemeketa Chamber, MDA, Visit Mac, MEDP Unidos Community Justice

**Grow Our Own Workforce

Exhibit 2: Budget

Grant Name	City of McMinnville Business Recovery and Resiliency Coordination of Sustainable, Localized Workforce Program	
Organization	McMinnville Economic Development Partnership	
Budget Category		Amount
Personnel: Workforce Coordinator (FTE, 24-month contract)		\$150,000.00
Operations, Supplies & Materials		\$5,500.00
Workforce Database Platform (Customer Relationship Management - Salesforce)		\$25,000.00
Inclusive and Equitable Outreach and Marketing		\$40,000.00
Total Project Costs		\$220,500.00
Administrative Costs		\$24,500.00
		10%
TOTAL BUDGET		\$245,000.00

Exhibit 3: Reporting Requirements

The Consultant will submit quarterly, annual, and final reports. These reports will be used to document progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

The City will provide a reporting document for use by the consultant.

Quarterly Reporting Requirements

The Consultant will provide **written electronic quarterly reports** submitted to the City's Project Manager.

Report Format: City reporting document.

Reports Due: Starting from the point of the contract on or before:

- March 31, 2023
- June 30, 2023
- September 30, 2023
- December 31, 2023
- March 31, 2024
- June 30, 2024

These reports will include:

- 1) Expenditure Report
 - a. Quarterly Obligation Amount
 - b. Quarterly Expenditure Amount
 - c. Projects
 - d. Primary Location of Project Performance
 - e. Detailed Expenditures
- 2) Project Status Update
 - a. Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b. Progress since last report including project outputs and achieved outcomes.
 - c. Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risk to the overall project goals.
 - d. Document community outreach/engagement and/or other positive local news stories.

Annual Reporting Requirements

The Consultant will provide **annual written electronic project update reports** submitted to the City's Project Manager.

Report Format: City reporting document.

Reports Due: Starting from the point of the contract on or before:

- June 30, 2023 (could be combined with Quarterly Report)
- June 30, 2024 (could be combined with Quarterly Report)
- December 31, 2025

This report will include:

- a. Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
- b. Progress since last report including project outputs and achieved outcomes.
- c. Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risk to the overall project goals.
- d. Document how the project is promoting equitable outcomes.
- e. Document how the project is engaging with the community.
- f. Document community outreach/engagement and/or other positive local news stories.

Final Reporting Requirement

The Consultant will provide the **final written electronic report** submitted to the City's Project Manager. This report should include final statements on the work completed.

Format: City reporting document.

Due: On or before December 31, 2026.

This report will include:

- a. Status of project: completed.
- b. Final project outputs and achieved outcomes.
- c. Document how the project is promoting equitable outcomes.
- d. Document how project is engaging with the community.
- e. Document community outreach/engagement and/or other positive local news stories.

Exhibit 4: City of McMinnville – American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of McMinnville by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of McMinnville, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contractor hereby agrees to comply with the following, when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor hereby verifies that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of McMinnville. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government

may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

I. *Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum*

4. Access to Records. (A) The Contractor agrees to provide the City of McMinnville, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

2. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she

is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. McMinnville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **Clean Air Act & Federal Water Pollution Control Act** (applies to purchases of more than **\$150,000.**)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of McMinnville and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in w8. Federal Water Pollution Control Act

(E) (1) The contractor agrees to comply with all applicable standards, orders, or regulations

issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(F) (2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(G) (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

(H) Federal Water Pollution Control Act

(I) (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(J) (2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards

including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Termination

(a) Termination by the City For Convenience. The City for its convenience, in its sole and absolute discretion, may terminate this Contract:

- (i) if the Contractor has breached any provision of this Contract (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
- (ii) if any representation or warranty made by the Contractor in any Application, this Contract, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

(b) Notice of Termination For Cause. The City shall provide the Contractor with written notice of termination of this Contract, setting forth the reason(s) for termination. The termination of this Contract or any one or more Grants shall be effective as of the date such notice of termination is sent by the City.

(c) Effect of Termination. Upon termination of this Contract, the Contractor shall reimburse the City for all non-accrued and unearned costs and disbursements of the Contract terminated on a schedule to be negotiated in good faith between the City and the Contractor, but in no event more than 60 days from the date of such termination.