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Community Diversity Engagement Committee Meeting Agenda Monday, July 11, 2022, 6:00 PM ~ Council Chambers

MISSION STATEMENT: *'Exists to foster justice, diversity, equity and inclusion and to strengthen our community through active listening in order to strengthen and encourage civic engagement, understanding and empowerment and to advise the City Council on issues that are critical to connecting our community.'*

1. Call to Order
2. Approval of Minutes – May Regular Session and June Work Session
3. Appearance of Interested Citizens
4. Work Session Follow-up Actions:
 - CDE@keizer.org email address has been created and is posted on the City's website – to date no correspondence has been received
 - Listing of community groups/events (See sign-up sheet in packet)
 - Information Booth at Keizerfest
 - Guest speakers and Education Opportunities
5. Flag Programs from other cities
6. Public Meetings in Public Places – Laura Reid
7. Review of other City's diversity programs
 - July 21, 2021 Staff Report
 - City of Wilsonville Documents
 - City of Beaverton 2021 DEI Annual Report
8. Other Business
9. Staff Liaison Report
10. Adjourn

Next Meeting: August 2, 2022

EQUITY AGREEMENTS: Stay Engaged | Listen to Understand | Speak Truth Responsibly | Expect and Accept Non-disclosure | Be Willing to do Things Differently and Experience Discomfort | Practice Confidentiality | Be Committed To Hold People In Positive Regard | Recognize Intent vs. Impact.



CITY OF KEIZER
COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE MINUTES
May 3, 2022, 6:00 p.m.

Staff called the meeting to order at 6:00 p.m. Attendance was noted as follows:

Present:

Markey Toomes
Nevaeh Music
Laura Reid
Shaney Starr
Kacey McCallister
Carrie Brown

Absent:

Anthony Rosilez, Chair
Kim Freeman
Dr. R. W. Taylor

Staff:

Tim Wood, Finance Director
Debbie Lockhart, Deputy City Recorder
Adam Brown, City Manager

ELECTION OF VICE CHAIR: Laura Reid was elected Vice Chair by unanimous consent.

APPROVAL OF MINUTES: Shaney Starr moved for approval of the March and April Minutes. Markey Toomes seconded. Motion passed as follows: Toomes, Music, Reid, Starr, and McCallister in favor with Brown abstaining and Rosilez, Freeman and Taylor absent.

APPEARANCE OF INTERESTED CITIZENS:

Vice Chair Reid summarized a letter from Tammy Kunz regarding supporting the needs of neighbors.

ADOPTION OF MISSION STATEMENT: *The committee exists to foster justice, equity diversity and inclusion and to strengthen our community through active listening in order to strengthen and encourage civic engagement, understanding and empowerment and to advise the city council on issues that are critical to connecting our community.* Vice Chair Reid noted that this is a place to begin and can be adjusted as needed.

Markey Toomes moved to adopt the Mission Statement. Kacey McCallister seconded. Motion passed as follows: Toomes, Music, Reid, Starr, Brown and McCallister in favor with Rosilez, Freeman and Taylor absent.

ADOPTION OF 2022 GOALS:

- **Annual Report Matrix** – Minor edit made. This will be used to track actions of the committee for reporting purposes.
- **ADDED: Get clear data to help understanding the community.** Data to include: age groups, race ethnicity, income level, neighborhoods, top crimes in neighborhoods, reading levels at each elementary school, education results of

elementary schools, neighborhood opinions, two parent working households, child care needs.

- **Listening Sessions** – Postponed pending receipt of demographic information. Need who, what and where logistics (framework, places to go, technology and public meeting laws).
- **Proclamations/Presentations** – changed to ‘Presentations and Recommendations for Monthly Celebrations’
- ~~Recommendations for monthly celebrations~~
- **Land Acknowledgement**
- **Cultural engagement with students**

Finance Director Tim Wood indicated that he would send committee members the demographic information requested before the next meeting and develop a ‘Data Dictionary’ for use at all the meetings.

Discussion took place regarding Council response to testimony about the recent event at Volcano stadium, the role of the committee, appointment process to this committee and possible discussion topics for the June 13 work session.

REVIEW CITY EQUITY STATEMENT (on City website): Postponed.

COMMITTEE PRESENTATION ASSIGNMENTS: No assignments made pending June 13 Council Work Session.

STAFF LIAISON REPORT: None.

ADJOURN Meeting adjourned at 7:31 p.m.

Next meetings:

Tuesday, June 7, 2022

Monday, June 13, 2022 Work Session

Approved: _____



CITY OF KEIZER
COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE/CITY COUNCIL
JOINT WORK SESSION MINUTES
June 13, 2022, 6:00 p.m.

CALL TO ORDER: Mayor Clark and Community Diversity Engagement Committee (CDE) Vice Chair Laura Reid called the work session to order at 6:03 p.m. Attendance was taken as follows:

PRESENT:

Council:

Cathy Clark, Mayor
Dan Kohler, Councilor
Kyle Juran, Councilor
Roland Herrera, Councilor
(6:14)
Shaney Starr
Laura Reid, Councilor
Elizabeth Smith, Councilor

CDE Committee:

R.W. Taylor
Markey Toomes
Carrie Brown
Kim Freeman
Laura Reid
Shaney Starr

ABSENT:

Anthony Rosilez
Kacey McCallister
Nevaeh Music

Staff Present:

Adam Brown, City Manager
Tim Wood, Finance Director
Shannon Johnson, City Attorney
Debbie Lockhart, Deputy City Recorder

DISCUSSION: Update and Discussion of Community Diversity Engagement Committee Work

Mayor Clark opened the meeting noting that the CDE Committee had been together since January and so far they have finalized a Mission Statement.

Finance Director Tim Wood explained that the Committee has met four times and the last meeting was cancelled due to a lack of a quorum. At the first meetings, committee members discussed what they wanted to accomplish over the next year such as listening sessions, maximizing opportunities and developing a matrix. Demographic information has been compiled to give the group a better understanding of the makeup of the community and national observances have been discussed.

Each committee member then shared their goals for the committee including meeting outside the confines of City Hall in order to better connect with the community, helping the City Council become more aware of the diverse needs of the community, and encouraging everyone to work together to bring about change and help others feel they are part of the community.

Council members suggested that the committee model themselves after cities who have already established their own similar committees such as Beaverton, Albany and Wilsonville and perhaps to access what is available from the National League of Cities as well. They suggested that a way for committee members to reach out to the

community would be to attend meetings of neighborhood associations, area schools, other city committees, clubs, fraternal organizations and sports organizations, and perhaps have a booth at Keizerfest and at the Summer Series Concerts, and then share with Council what they learn from those interactions and make recommendations. They could also consider working with the food bank and emergency shelters, organizing an event in which area businesses participate to share what they have to offer and developing a survey to find out what challenges people are facing to distribute at meetings/events.

Councilor Herrera volunteered to invite the Assistant City Manager of Wilsonville come to a committee meeting and share how the Wilsonville similar committee is working and details of what it is doing.

Discussion also took place regarding public meetings laws and holding meetings in venues other than City Hall. Mayor Clark noted that meetings held outside City Hall in the past had actually been less well attended and less accessible for outreach and attendance. However, she expressed support for reaching out to the community at community events.

Mayor Clark asked that research be done into other cities with 'flag' programs so that one could be developed for Keizer. Committee members were urged to visit the Beaverton website and review the Diversity, Equity and Inclusion documents found there. Mayor Clark indicated that another joint work session could be scheduled in six months.

ADJOURN Meeting adjourned at 7:51 p.m.

Next meeting: August 2, 2021 (due to July 5 conflict with Council)

Approved: _____

Organizations/Groups Operating in Keizer – Sign-up Sheet

	GROUP	VOLUNTEER
1	City of Keizer	
	a. City Council	
	b. Audit Committee	
	c. Budget Committee/Long-Range Planning TF	
	d. Community Diversity Engagement Committee	
	e. Parks Advisory Board	
	f. Personnel Policy Committee	
	g. Planning Commission	
	h. Public Art Commission	
	i. Stormwater (SWAC)	
	j. Traffic Safety Bikeways Pedestrian Committee	
	k. Volunteer Coordinating Committee	
	l. Keizer Peer Court	
2	Government	
	a. Marion County	
	b. City of Salem	
	c. Cherriots Bus Service	
	d. Keizer Fire District	
	e. Marion County Fire District	
	f. Confederated Tribes of Siletz Indians	
	g. Claggett Creek Watershed Council	
3	Salem Keizer School District	
	a. McNary High School	
	b. Claggett Creek Middle School	
	c. Whiteaker Middle School	
	d. Forest Ridge Elementary	
	e. Clear Lake Elementary	
	f. Gubser Elementary	
	g. Keizer Elementary	
	h. Kennedy Elementary	
	i. Cummings Elementary	
	j. Haysville Elementary	
	k. Weddle Elementary	
	l. Optimum Learning Environment	
	m. Chemawa Indian School	
4	Business/Non-Profits	
	a. Keizer Chamber of Commerce	
	b. Keizer Business Alliance	
	c. Latino Business Alliance	
	d. Keizer United	
	e. CASA of Marion County	
	f. Keizer Network of Women	
	g. Keizer Men of Action	
	h. Latino Action Committee	
	i. Brothers of Valor, Inc. – The REC	
	j. Boys & Girls Club Keizer Branch	
	k. Mid-Willamette Valley Community Action Agency	

	l. Simonka House	
	m. Keizer Community Foundation	
	n. Keizer Cultural Center Board	
	o. Keizer Community Library	
	p. Keizer Homegrown Theater	
	q. Keizer Art Association	
	r. Keizer Heritage Museum	
11	Neighborhood Associations	
	a. Greater Gubser Neighborhood Association	
	b. Northwest Keizer Neighborhood Association	
	c. Northeast Keizer Neighborhood Association	
	d. Southeast Keizer Neighborhood Association	
	e. West Keizer Neighborhood Association	
12	Churches	
	a. Countryside Christian Church	
	b. Keizer Community Church	
	c. Keizer Church of Christ	
	d. Church of the Nazarene	
	e. Lakepoint Community Church	
	f. Keizer Christian Church	
	g. Faith Lutheran Church ELCA	
	h. Vivid Adventist Church	
	i. John Knox Presbyterian Church	
	j. Dayspring Fellowship	
	k. Saint Edward Catholic Church	
	l. Luz Del Valle	
	m. Salem Mennonite Church	
	n. The Church of Jesus Christ of Latter-day Saints	
	o. Keizer Clear Lake United Methodist Church	
13	Fraternal Organizations	
	a. Keizer Elks Lodge	
	b. Keizer Rotary	
	c. American Legion Post 17 – Lions Club	
	d. Keizer Community Food Bank	
	e. Fraternal Order of Eagles	
14	Youth Sports	
	a. Mid Valley Soccer Club	
	b. McNary Youth Baseball	
	c. Keizer Baseball and Softball	
15	Swim Clubs	
	a. Northwood Park Swim Club	
	b. Northview Terrace Swim Club	
	c. Holiday Swim Club	
16	Social Media	
	a. Keizer Community Bulletin Board	
	b. Keizer, OR	



MEMORANDUM

DATE: July 6, 2022

TO: Community Diversity Engagement Committee

FROM: E. Shannon Johnson
City Attorney

SUBJECT: Flying Certain Flags on City Flagpoles

An issue was raised on whether the City could fly a flag such as a Pride Flag on City-owned flagpoles. This issue raises free-speech rights under both the federal and state codes.

Generally speaking, a governmental entity cannot make a public forum available for free speech, and then pick and choose between different types of speech. For example, some years ago as part of the Adopt-a-Road program in Marion County, an extreme right-wing group applied to volunteer for the program. Ultimately, the county had to allow that volunteer effort and put the group's name on signs along the road. In similar fashion, there was concern that a program that allowed a party to fly a flag on a City flagpole would mean that the City would have to allow all manner of flags, no matter how distasteful the content.

However, there is a method by which the City could provide a flag to be flown on a City flagpole and not be trapped having to allow all flags. In the same manner as an individual or group has free-speech rights, there is such a thing as "governmental speech". Government speech is a situation where the forum is not open to all; instead, the government controls the speech. In this fashion, if the government does not open the door to allow everyone to apply, the government can control speech as long as it does not create a public forum that is open to all.

In that manner, the City of Coos Bay has adopted a policy that allows the City Council to determine if a particular flag will be flown. However, the key part of this program is that there is no “application” to fly a flag. Two councilors must initiate the matter and is totally within the purview of the City Council. I have attached a copy of the City of Coos Bay policy for your review.

Though I have not had an opportunity to review the Coos Bay document, I do agree with the legal premise that a method could be provided similar to what Coos Bay did.

The Community Diversity Engagement Committee may wish to review this matter and make a recommendation to the Council on how to proceed. I will attend your meeting on July 11, 2022 and be available for questions. In the meantime, please do not hesitate to contact me at JohnsonS@Keizer.org. Thank you.

CITY OF COOS BAY POLICY FOR THE DISPLAY OF FLAGS AT CITY FACILITIES

Section 1: PURPOSE

The purpose of this policy is to establish clear guidelines regarding the display of flags at City facilities.

Section 2: POLICY

2.1 Conformance with Federal and State Regulations. Flags shall be displayed in accordance with federal and state regulations, including, but not limited to Title 4, Chapter 1 of the United States Code, and Oregon Revised Statute section 186.110.

2.2 City Manager Authority. The City Manager is authorized to order the City flag(s) to be lowered to half-staff as listed below. The flag will be lowered as soon as practicable following notification of the death, and will remain lowered until internment or up to two weeks, whichever is shorter.

2.2.1 A City employee killed in the line of duty.

2.2.2 Death of a current or former City Council Member or Mayor.

2.3 Ceremonial or Commemorative Flags.

2.3.1 Non-Public Forum. The City's flagpoles are not intended to be a forum for free expression by the public. Ceremonial or commemorative flags shall be displayed as an expression of the City's official sentiments. A request to display a commemorative or ceremonial flag must be supported by two members of the City Council in order to be placed on a City Council meeting's agenda for consideration by the Council. All requests to display commemorative flags must be listed as a "Regular Item" on the Council agenda. Council must present requests to display a commemorative or ceremonial flag at least sixty (60) days prior to the date requested for display of the flag. A Council resolution authorizing the display of a commemorative or ceremonial flag must be approved by a supermajority vote (five-sevenths) of the City Council.

2.3.2 Commemorative or ceremonial flags may only be displayed for seven days if displayed during the normal City workweek. If the day of commemoration occurs on a weekend or City holiday, the flag will be posted on the last working day before the weekend or holiday, and removed seven days thereafter. The Council may extend the period a commemorative or ceremonial flag may be displayed for up to a total time of one month (maximum of 31 days), by resolution.

2.3.4 The City will not display a commemorative or ceremonial flag based upon the request of a third party, nor will the City use its flagpoles to sponsor the expression of a third party.

2.3.5 Any commemorative or ceremonial flag displayed on a City flagpole, shall be displayed in the last position of honor, in the event that such flag pole is also displaying the flag(s) of the United States, the State or Oregon, and/or the City of Coos Bay.

2.3.6 If the Council Members requesting the display of the commemorative or ceremonial flag also wish a flag ceremony, the latter request must be made at the time of the former request, in accordance with Section 2.3.1. Any such flag ceremony shall consist of (1) publicity on the

City's website and social media accounts, a press release, and audio support (podium with speaker and microphone).

2.4 Implementation of Policy. The Public Works Director, or his designee, is authorized to develop standard operating procedures to implement this Policy.

TO: Community Diversity Engagement Committee
FROM: Tim Wood, Finance Director
SUBJECT: Staff Liaison Report

City Wide Update:

- On June 1, 2022, the City of Keizer began recognizing LGBTQ Pride Month on the reader board outside of City Hall in addition to having a scrolling banner announcement on the City’s website and social media pages.
- On June 6, 2022, the Mayor made a formal proclamation at the regular City Council meeting recognizing LGBTQIA2+ Pride Month.
- On June 6, 2022, the Mayor made a formal proclamation recognizing Juneteenth.
- City Hall was closed on June 20, 2022 for Juneteenth

City of Keizer Demographic Information (2020 US Census Bureau Information)

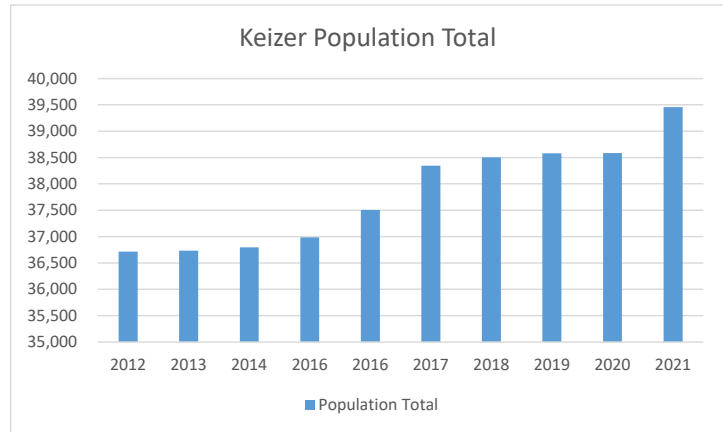
Population

- 2020 – 39,376
- 2010 – 36,478

Households

- 2020 – 14,569 (average household size 2.71)
- 2010 – 13,703 (average household size 2.63)

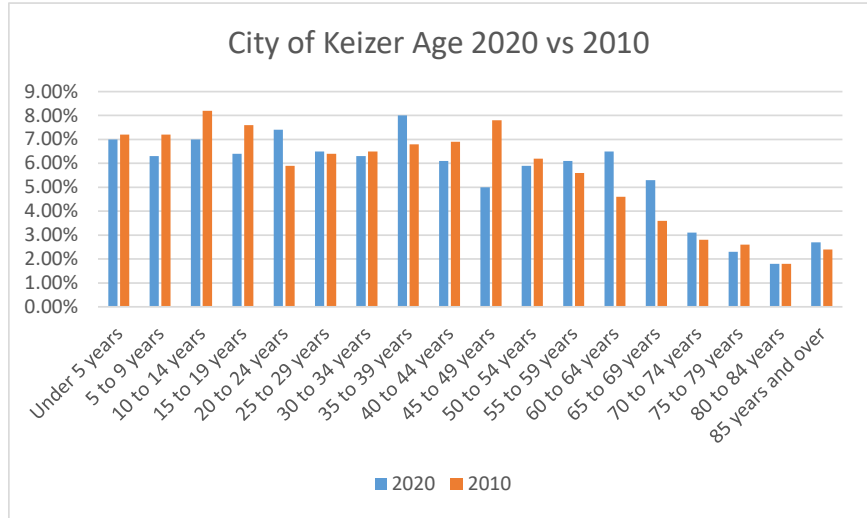
Race/Ethnicity



Race/Ethnicity	2010	2020
White	81.2%	71.7%
Hispanic	22.0%	22.8%
Asian	1.6%	2.0%
Native	1.4%	1.7%
Black	0.8%	1.1%
Islander	0.6%	1.1%
Other	9.5%	9.5%
Multi	4.2%	12.4%
English Speaking	83.5%	84.2%
Spanish Speaking	14.2%	11.2%
Other Language	1.1%	2.2

Age (2020 American Community Survey Estimates)

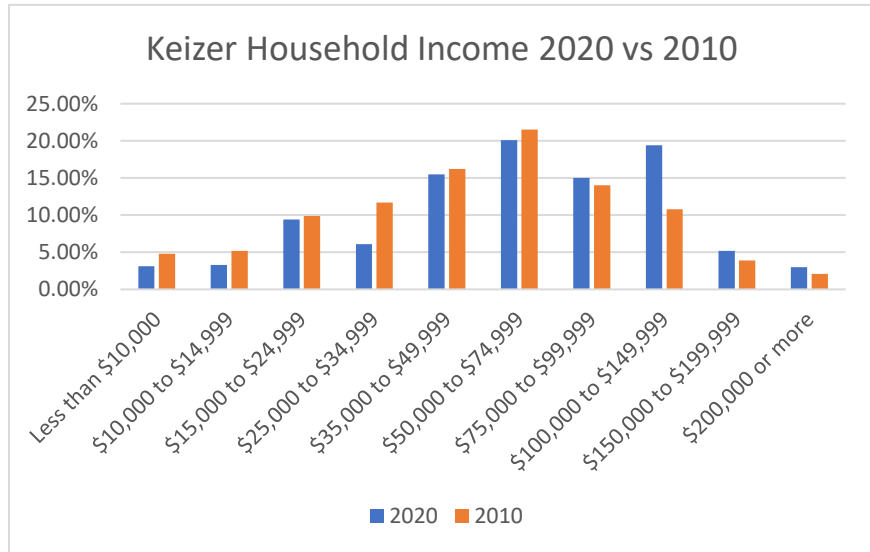
The City of Keizer has seen a drop, as a percentage of the total population residents nineteen and younger. This may be the result of a combination of limited supply of housing available and a rise in the average price of available housing preventing households with young children from finding a “starter” type home.



The drop in young children is in contrast to the increase as a percentage of the population of those 55 to 74 years of age.

Income (2020 American Community Survey Estimates)

Keizer appears to be trending towards an upper middle-class community as the percentage of households earning more than \$75,000 has increased. The largest increase is in the \$100,000 to \$149,999 category.



DIVERSITY, EQUITY & INCLUSION PROGRAMS

WILSONVILLE

BEAVERTON

The 2020 Annual report was printed and given to CDE members at the first meeting. To view an electronic copy of the 2021 Annual Report go to:

<https://content.civicplus.com/api/assets/d6826f20-7be2-4130-9e99-9771cdb1b701>

To view the 2019 DEI Plan go to: <https://content.civicplus.com/api/assets/8447080b-849a-4365-86d5-5bcff04633bb>

City of Wilsonville Diversity, Equity and Inclusion Committee Charter

April 2021

The Diversity, Equity and Inclusion Committee is hereby created as a deliberative and recommending body of the City Manager's Office, subject to the following:

Section 1. Name of Committee: Diversity, Equity and Inclusion Committee ("Committee").

Section 2. Purpose: To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

A. Advising the Wilsonville City Council ("Council") on policy decisions related to diversity, equitable outcomes, and inclusion;

B. Making recommendations to the Council on public engagement strategies and methods by which all Wilsonville residents have the opportunity to better participate in the decision-making process;

C. Advising the City on culturally responsive service delivery, programming, and communication strategies;

D. Creating, updating and overseeing progress on the City's Diversity, Equity and Inclusion Plan;

E. Identifying local community leaders and building more leadership capacity in Wilsonville's diverse communities.

Section 3. Appointment: The Mayor appoints and the City Council confirms Committee members, who serve at the pleasure of the Council.

Section 4. Membership:

A. *Number of Members.* The Diversity, Equity and Inclusion Committee shall be composed of eleven (11) to thirteen (13) members.

B. *Residency.* Members must reside, own a business, or attend school within the City of Wilsonville city limits. A majority of members appointed must reside within the City limits. The

Council can appoint a member or members to the Diversity, Equity and Inclusion Committee who does not meet any of these residency criteria if it is determined that the member brings significant value to the Committee.

C. Appointments. The Council will appoint the committee members. The Council will strive to appoint members to the Diversity, Equity and Inclusion Committee who bring their lived experiences regardless of their immutable traits including but not limited to race, ethnicity, LGBTQ+, gender, socio-economic status/history, differently abled, age amongst other identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Wilsonville.

D. Terms. Except as otherwise provided below, Committee Terms are for three years, commencing with January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity and Inclusion Committee after a one-year hiatus from the Committee.

E. Removal. A Committee member may be removed by the Council for misconduct, nonperformance of duty, or three successive unexcused absences from regular meetings. Committee members may, by motion, request that a member be removed by the Council.

F. Youth Members. The Council will appoint up to two (2) Wilsonville-area high school student(s) to serve up to (2) two one (1) year term on the Committee. The youth member(s) will be a voting member(s).

Section 5. Term of Voting-Member Appointments: To begin, members will be appointed for staggered three-year terms based on the fiscal year, scheduled so that four (4) or five (5) members are appointed or reappointed each year. A vacancy in a position may be appointed to fulfill the remainder of any term. Terms of appointment for less than three (3) years shall not count towards the maximum time of service, including partial term appointments to fill vacancies and the initial appointment of Positions 1 – 9.

At the outset of the Committee, voting positions will be staggered as follows: five (5) positions are one-year or slightly less in duration and four (4) positions are a two-year duration or slightly

less in duration, and four (4) positions are full three-year appointments or slightly less in duration; assuming appointment by June 1, 2021:

Position #1 – 1-year term: 6/1/21 – 12/31/22 next term: 1/1/22-12/31/25

Position #2 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #3 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #4 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #5 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25

Position #6 – 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #7– 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #8– 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #9– 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26

Position #10 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Position #11 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Position #12 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Position #13 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Section 6. Organization: At the first meeting of each fiscal year, the Committee will elect a chair and vice-chair from the voting members.

The Chair (Vice Chair in the absence of the Chair) will preside over all meetings.

An appointed City staff person or outside contractor will serve as secretary to keep notes of each public meeting and assist with administrative tasks.

The Committee will meet on an agreed-upon schedule at least four (4) times per year. The Chair may also call a special meeting with one week's advance notice. Such meeting notice may be given by email or regular mail.

A meeting may be held without a quorum; however, to vote on a matter the committee must have a quorum present which will consist of a simple majority of appointed voting members.

Committee members may participate in a meeting by telephone or videoconference.

Unless falling under an exemption to public meetings laws, all meetings will otherwise be public meetings, announced and conducted in accordance with public meeting requirements.

Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition (“Roberts Rules”) shall govern each committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

Section 7. Voting: All members are entitled to vote in person (including by telephone or video conference) at a meeting. Proxies are not allowed. A majority vote of the members voting on the question will be required to carry any matters submitted. A member who abstains from a vote shall be counted as present for purposes of the quorum but not counted as having voted on the question.

Section 8. Amendments: Recommendations to amend this Charter may be made at a regular or special board meeting and approved by a vote of at least two-thirds of the entire Committee. Such recommendations shall be reviewed by the City Attorney for legal compliance and conformance to City Code, and thereafter be presented to City Council for approval.

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Diversity, Equity and Inclusion Facilitation Project (“Project”) is made and entered into on this 26th day of JUNE 2021 (“Effective Date”) by and between the City of Wilsonville, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and de la Cruz Solutions LLC, an Oregon limited liability company (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, pursuant to WCC 2.315(8), Consultant was determined to be the only contractor with localized expertise to provide the services herein as a change in consultant to perform follow-up work and services would clearly result in increased costs and/or time;

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 diversity, equity and inclusion facilitation services according to the requirements and timelines identified in the Scope of Work for the Project, attached hereto as **Exhibit A** 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 June 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

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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 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 THIRTY-FIVE THOUSAND DOLLARS (\$35,000), 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.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in Exhibit B. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in Subsection 4.1, requires a written Addendum executed in compliance with the provisions of Section 16.

4.3. Payment will be made within thirty (30) days of completion of the Services. The Services shall be deemed completed when accepted by the City, in writing.

4.4. 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, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

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.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 14.

Section 6. City's Project Manager

The City's Project Manager is Zoe Monahan. 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 Bill de la Cruz. 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

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. Subcontractors and Assignments

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

Section 10. Consultant Is Independent Contractor

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

Section 11. Consultant Responsibilities

11.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the

City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

11.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 12. Indemnity

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

the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers.

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

Section 13. Insurance

13.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

13.1.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$5,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$1,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of the Agreement.

13.1.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all

owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$1,000,000**.

13.1.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

13.1.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

13.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

13.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and

the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 16. Modification/Addendum

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

Section 17. Access to Records

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

Section 18. Property of the City

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

Section 19. Notices

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

To City: City of Wilsonville
 Attn: Zoe Monahan, Assistant to City Attorney
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: de la Cruz Solutions, LLC
Attn: Bill de la Cruz
14425 Holly Springs Road
Lake Oswego, OR 97035

Section 20. Miscellaneous Provisions

20.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

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

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

20.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

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

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

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

20.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

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

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

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

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

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

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

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

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

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

20.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

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

CONSULTANT:

DE LA CRUZ SOLUTIONS, LLC

By: Bill de la Cruz

Print Name: Bill de la Cruz

As Its: OWNER / President

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: Bryan Cosgrove

Print Name: Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

Ryan Adams
Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Exhibit A

DEI Committee Facilitation & DEI Advisor

July 1, 2021 – June 30, 2022

July

- **Monthly Committee Meeting**
 - Meet and greet, set expectations
 - Relationship Building – task force and facilitator
 - Establish ground rules/expectations for meetings & work
- **Monthly Staff Internal Meeting**
- **Advise City as needed**

August

- **Monthly Committee Meeting**
 - Continue to build a foundation with trust and relationship building
 - Equity training to include appropriate ways to address individuals within diverse populations
 - Discussion among Task Force members about leveraging community connections for future focus group participants
- **Monthly Staff Internal Meeting**
- **Advise City as needed**

September

- **Monthly Committee Meeting**
 - Overview of local government functions.
 - Upcoming work
 - Early wins
- **Monthly Staff Internal Meeting**
- **Advise City as needed**

October

- **Monthly Committee Meeting**
 - Methods of outreach (e.g. snowball method—participation by word of mouth)
 - Strategies for advertising events
 - Best practices for focus groups, considering location, duration, food, possibly childcare (based on Task Force's experience and community discussion).
 - Finalize dates of outreach, marketing materials and outreach strategies (where surveys/focus groups will be advertised). Task Force and facilitator decide key topics for survey and focus groups to help align survey/focus group questions with charge of the Task Force.

Committee Assignment #1: Given the Committee's charge, what are some questions to ask underrepresented communities about barriers to civic participation on Boards and Commissions and diverse applicant pools for City recruitments? What information is needed to begin this work? Be sure to allow space for Intersectionality (e.g. an individual who is a member of the LGBTQ and POC communities).

Committee to send draft questions to facilitator before the next meeting.

Committee Assignment #2: Additional discussion between Committee and communities about intentional outreach to determine preferred methods to foster trust between underrepresented populations and local government within the focus group/survey setting.

Facilitator Assignment: Produces finalized survey and focus group questions based on meeting discussion. Materials include preface for survey regarding the purpose of questions and how data will be stored and used to foster trust among participants. Establish focus group protocol to promote consistency in data collection.

City Assignment: Create and finalize outreach materials.

- Monthly Staff Internal Meeting
- Advise City as needed

Nov

- Monthly Committee Meeting
 - Begins survey and focus group work.
 - Discuss possible strategies and work the committee should work to accomplish
- Monthly Staff Internal Meeting
- Advise City as needed

City and Committee Assignment: Advertise survey and focus groups.

Dec

- Monthly Committee Meeting
 - Continue/conclude survey and focus group work.
 - Continue to discuss possible strategies and work the committee should work to accomplish
- Monthly Staff Internal Meeting
- Advise City as needed

Jan & Feb

- Monthly Committee Meeting
 - Compile and analyze outreach results; draft preliminary report.
 - Committee to send draft of outreach results to participants for feedback.
 - Committee and facilitator revise and finalize report based on participant comments.
- Facilitator and a Committee representative present to City Council.
- Monthly Staff Internal Meeting
- Advise City as needed

March

- Monthly Committee Meeting
 - Draft Committee mission & DEI strategy based on report findings
- Monthly Staff Internal Meeting
- Advise City as needed

April

- Monthly Committee Meeting
 - Finalize mission
 - Continue DEI strategy
- Monthly Staff Internal Meeting
- Advise City as needed

May & June

- Monthly Committee Meeting
 - Finalize Strategy
 - Make a recommendation to City Council (Mission & Strategy)
- Monthly Staff Internal Meeting
- Advise City as needed

Data Integrity Considerations:

- Create an interview guide that provides protocol for focus group events. Key components include:
 - Introduction – informed consent and confidentiality measures;
 - Interview questions and probing questions (“Can you elaborate on your answer?”); and
 - Conclusion – Ask for participants’ contact information for follow up, provide contact information to participants.
- Record focus groups to capture all comments.
- When Task Force formulates questions, consider:
 - Identifying key topics
 - Order of the questions
 - Avoid leading questions
 - Ask questions that allow participants to describe their experiences before giving their opinions.
- Task Force members/facilitator to be aware of their own identities when interacting with community and analyzing data.

I. OBJECTIVES

Data Integrity Considerations*:

- Create an interview guide that provides protocol for focus group events. Key components Include
 - Introduction — informed consent and confidentiality measures;
 - Interview questions and probing questions (“Can you elaborate on your answer?”); and Conclusion — Ask for participants’ contact information for follow up, provide contact information to participants.
 - Record focus groups to capture all comments.

When questions are formulated consider:

- Identifying key topics
- Order of the questions
- Avoid leading and yes/no questions
- Ask questions that allow participants to describe their experiences before giving their opinions

Understand unique perspectives of communities in Wilsonville. Bias experienced, barriers to boards, services, employment at the City. Develop mission and bylaws for a DEI committee in Wilsonville.

II. PROJECT IMPLEMENTATION AND MANAGEMENT PLAN

A. Expected project results

Short- and long-term objectives and changes in practices, processes or protocols to institute systemic cultural change within the city of Wilsonville. People who have been marginalized in Wilsonville city boards, commissions and employment will feel heard and engaged by city leaders.

B. Project activities and work plan

Described above in month to month activities and outcomes.

C. Project Beneficiaries

This section describes who and how many people are expected to benefit from the project, both directly and indirectly. It should also discuss how intended beneficiaries have been involved in project design, and their expected role in project implementation and evaluation.

D. Implementing agent management of project

Responsible parties to deliver on the outcomes for the task force are:

Bill de la Cruz as the agent of De La Cruz Solutions
Bryan Cosgrove city manager and his designees

Collaboration with the City Manager's office and DLC Solutions will be built into the project plan.

III. PROJECT MONITORING AND EVALUATION

Debrief with DLC Solutions and City Manager's office at least twice a month to make sure that we are on task for each month's outcomes. Facilitator will prepare monthly reports of progress for City Manager.

Exhibit B

BUDGET

Facilitate 10 -14 monthly meetings of the task force. 2 hours of meeting and 2 hours of pre and post prep and writing monthly report (\$600 per meeting, prep, post meeting)- \$6000.00 - \$8,400

Meet with City Manager’s office once a month to debrief task force goals and timeline -\$150 per meeting. (\$1500 - \$2,100)

Design process and facilitate 6-8 2- hour focus group meetings with constituents. \$3600.00
Focus group write up of results 1 hour per meeting - \$1200.00

Write monthly reports for distribution to City manager and City Council designee - \$900.00
Final report and findings presented to City Council - \$1000.00

Advise staff and City Council as needed - \$150 per hour varies monthly

Total amount for task force project - \$ Varies – up to \$19,000, not to exceed \$35,000

PAYMENT

A. **Amount and Manner of Payment.** Payment below shall be for all goods, materials, expenses, and services. Payment will be made as follows, subject to *Taxpayer Identification Report / Date and Method of Payment* below, and acceptance of work by Public Contracting Officer.

If additional work is need, either in scope of work or in amount of hours, the City may issue a written amendment of the Contract and Contractor’s rate shall be \$150.00 an hour, up to a total of an additional \$5,000.00 for the amendment. If the additional work exceeds \$5,000, the parties agree that the hourly rate shall be subject to renegotiation.

B.

Method of Payment	Amount	When Paid
Fixed Fee - monthly	Monthly varies	Submit monthly invoice until work complete
	Not to Exceed: \$35,000	

DIVERSITY, EQUITY and INCLUSION COMMITTEE APPLICATION



Name: Date:
Last First Middle

Address:

City/ State/Zip:

Telephone No.:
Home Work Cell/Mobile

E-Mail Address:

Present Occupation:

Wilsonville Resident: ? No Yes – since year:

1. Personal, professional, and volunteer background or perspective you would bring to the committee:

2. How do you describe diversity and equity?

3. Please provide an example of a time you worked with someone with a different background or viewpoint.

4. What do you envision for Wilsonville in the future related to diversity, equity, and inclusion?

5. What specific accomplishments do you hope to make? How will you go about it?

Signature:

Date:

For office use only:

Please return this form to:

Date Received:	City Recorder
Date Considered:	29799 SW Town Center Loop E.
Action by Council:	Wilsonville, OR 97070
Term Expires:	503-570-1506
	503-682-1015 (FAX)
	cityrecorder@ci.wilsonville.or.us

Application Scoring Rubric

**Wilsonville Application Questions & Scoring Rubric
For DEI Committee**

Name: _____

Selected Position: DEI Committee

Interviewer's Name: _____ Date: _____

Numeric Scoring Guide:

1 = Does not meet expectations

2 = Satisfactory response that meets essential expectations

3 = Outstanding, thoughtful response that exceeds expectations

The numeric score should take into consideration the applicant's excitement and passion for the DEI work. Responses should be appropriate within the context of the committee work and should highlight personal strengths and qualities for the DEI committee.

Interviewer Comments Guide: Please use the space provided to give specific feedback to council. For example, "Demonstrated confidence but did not provide an appropriate example of a DEI situation in which he/she worked through an emotional conversation."

PART 1: Interview Questions

1. Please provide personal, professional, and volunteer background or perspective you would bring to the committee: Did applicant provide examples of each item in the question? Circle Numeric Score: 1 2 3 Interviewer Comments

2. Bias/inclusion work can be highly emotional. How do you manage yours and other people's emotions? Circle Numeric Score: 1 2 3 Interviewer Comments (Did applicant give an appropriate example and discuss ways to manage emotional work?):

3. How do you define diversity and equity? Circle Numeric Score: 1 2 3 Interviewer Comments (Did applicant provide relevant definitions and examples?):

4. What do you envision for Wilsonville in the future related to diversity, equity, and inclusion?

Circle Numeric Score: 1 2 3 Interviewer Comments (Did the applicant demonstrate inclusion and have a vision for a more inclusive Wilsonville?)

5. What specific accomplishments do you hope the DEI Committee will make? How will you go about it? Circle Numeric Score: 1 2 3 Interviewer Comments

Score: _____/15

Part 2: Personal and Professional Attributes: Place check marks to indicate which qualities the applicant effectively displayed in the way they wrote their application:

Displayed enthusiasm and optimism (hope regarding future outcomes)

Showed passion for the DEI work (sense of engagement/ commitment, belief that this work needs to be done)

Skills:

Demonstrated knowledge and understanding of DEI role and requirements

Shared information about personal skills/experience to demonstrate qualification for committee

Demonstrated through stories self-awareness of personal experiences

PART 3: Interviewer Comments Please write additional feedback that you believe will help the council in their decision making. For example, if you had a recommendation as to why you rated them as you did.

Thank you for sharing your time and expertise!

In Person Interview Scoring Rubric

City of Wilsonville: DEI Committee In person Interviews

Each selected DEI topic (Bias, Inclusion, Equity) has an associated evaluating question with sample responses that demonstrates examples of

- **Cultural Humility** (the ability to maintain a perspective oriented outside of one’s cultural identity)
- **Cultural Responsiveness** (the ability to learn from that outside perspective)

Each domain of cultural awareness is 1 point. Therefore, a candidate can receive a maximum score of 2

- **Score of 0 - Blindness** (Unconscious Incompetence): No cultural humility or responsiveness
- **Score of 1 - Sensitive** (Conscious Incompetence): Cultural humility with lack of responsiveness
- **Score of 2 - Competent** (Conscious Competence): Cultural humility with cultural responsiveness

TOPICS	QUESTIONS	AWARENESS DOMAINS		AWARENESS SCORE
		HUMILITY	RESPONSIVENESS (ACTION)	
Implicit Bias	Implicit Bias are unconscious factors that can affect thoughts and emotions How do you take your own bias into consideration when making decisions?	[-] I don't have ANY bias [-] I treat EVERYONE the same [+] Everyone has biases	[-] Trust your instincts [+] Seek diverse perspectives [+] Speak with people from different backgrounds	0 – BLINDNESS 1 – SENSITIVE 2 – COMPETENT
Inclusion	Inclusion can be a challenge within the work environment How do you help to create brave space for others?	[-] I'm ALWAYS inclusive [+] Others may not feel safe	[-] That's not my job [+] Bring others into conversations	0 – BLINDNESS 1 – SENSITIVE 2 – COMPETENT
Equity	Inequity is the lack of fairness and justice. Have you ever encountered inequity in your workplace? - If so, how did you resolve it?	[-] I've NEVER encountered inequity [-] I treat EVERYONE the same (equality is not equity) [+] Yes, with example provided	[-] Did not attempt to resolve inequity [+] Spoke up [+] Collaborate/Spoke with others	0 – BLINDNESS 1 – SENSITIVE 2 – COMPETENT