



**GLADSTONE CITY COUNCIL WORK SESSION AGENDA  
CIVIC CENTER COUNCIL CHAMBERS  
June 27, 2023 - 5:30 PM**

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**5:30 p.m.**  
CALL TO ORDER  
ROLL CALL  
FLAG SALUTE

The City of Gladstone is abiding by guidelines set forth in House Bill 2560, which requires the governing body of the public body, to extent reasonably possible, to make all meetings accessible remotely through technological means and provide opportunity for members of general public to remotely submit oral and written testimony during meetings to extent in-person oral and written testimony is allowed. Therefore, this meeting will be open to the public both in person and virtually using the Zoom platform.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85882975500?pwd=RTh5dWdXb0JCRmkyMGRRSC9VQIUzQT09>

Passcode: 162438

Or One tap mobile :

+12532050468,,85882975500#,,,,\*162438# US; +12532158782,,85882975500#,,,,\*162438# US (Tacoma)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 253 205 0468 US; +1 253 215 8782 US (Tacoma)

Webinar ID: 858 8297 5500

Passcode: 162438

The public is welcome to attend the Work Session in person, or on-line however, no public comment will be allowed.

**WORK SESSION**

- 1. DISCUSSION OF THE GLADSTONE POLICE AND FIRE LEVY RENEWALS PRIOR TO BEING REFERRED TO THE NOVEMBER 2023 ELECTION.**
- 2. EMERGENCY PREPAREDNESS UPDATE AND REVIEW OF STRANDED WORKER INTERGOVERNMENTAL AGREEMENT ESTABLISHING A PROCESS FOR THE LENDING OF PUBLIC EMPLOYEES WITHIN CLACKAMAS COUNTY DURING AN EMERGENCY.**
- 3. UPDATE ON AMERICAN RESCUE PLAN ACT (ARPA) FUNDS.**
- 4. AGENDA PLANNING FOR FUTURE CITY COUNCIL MEETINGS**

**ADJOURN**

**Upcoming Meeting Dates:**

- July 11, 2023 – Regular City Council Meeting- 6:30 p.m.
- July 25, 2023 – City Council Work Session - 5:30 p.m.

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**MEETING ACCESSIBILITY SERVICES AND AMERICANS WITH DISABILITIES ACT (ADA) NOTICE**

The Civic Center is ADA accessible. Hearing devices may be requested from the City Recorder at least 48 hours prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder at [bannick@ci.gladstone.or.us](mailto:bannick@ci.gladstone.or.us). Staff will do their best to respond in a timely manner and to accommodate requests.

**WORK  
SESSION  
#1**



# City of Gladstone Staff Report

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Report Date: June 20, 2023  
Meeting Date: June 27, 2023  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Discussion on the Gladstone Police & Fire Levy Renewals prior to being referred to the November 2023 election.

## BACKGROUND

The Police and Fire Levies will expire in 2024 and at the July 11, 2023, City Council meeting, staff will be asking the Council to refer the levies to the voters for the November 2023 election.

## HISTORY

The Police & Communications Levy was originally approved by the voters in November, 1998. Since then, it has been renewed every five years, with the most recent approval in 2018. The existing and current levy rate until 2024, is \$0.68 per \$1,000, and funds approximately 18.2% of the total Gladstone Police Department 2023-2025 Biennial Budget.

The levy funds the Code Enforcement Officer (to administer code violations), School Resource Officer, the K9 Officer program and the Executive Assistant position. In addition, other services and equipment needs are covered to maintain police service levels.

The Fire and Emergency Services Levy was originally approved by the voters in November 1998. Since then, it has been renewed every five years, with the most recent approval in 2018. The existing and current levy rate until 2024 is \$.031 per \$1,000, and funds approximately 18.0% of the total Fire and Emergency Services 2023-2025 Biennial Budget.

The levy fund contributes toward paying for the current fire services contract with Clackamas Fire District, budgeted under the General Fund. Because the levy is maintained within a dedicated fund it is separate from the General Fund.

The levy helps fund the following services;

- 24/7 Staffing at the Gladstone Fire Station with three firefighters, including at least one paramedic.
- Chief Officer coverage for command and control of emergencies and other duties
- Emergency medical services
- Fire inspections and plan review
- Public education and risk reduction services

- Fire investigation
- Rescue services to include hazardous materials, water rescue, and technical rescue
- Emergency management collaboration.

If the levy does not pass, the City will renegotiate its agreement with Clackamas Fire District to reduce service or terminate the contract early.

**PROPOSAL**

The Work Session will have the following objectives:

1. Review the current Gladstone Police and Fire Levies
2. Highlight how service levels will be reduced if the levies are not renewed
3. Review the Gladstone Police and Fire Levy Renewals 2023 Communication Calendar which includes deliverables of the public education campaign
4. Review draft flyers
5. Discuss proposed quotes from elected officials for the Animoto video.

**STAFF RECOMMENDATION**

No decisions will be made at the work session. Staff will bring back a recommendation to the City Council at the July 11, 2023 City Council meeting.

Department Head  
Signature  
Date

Date

*Jacque M Betz*  
City Administrator  
Signature  
6/21/2023



## Gladstone Police & Fire Levy Renewals 2023 Communications Calendar (Rev. 6/15/2023)

Month	Key Dates	Public Education Campaign
June	<p><b>June 20:</b> City Council Packet</p> <p><b>June 27:</b> City Council Work Session</p>	
June-July	Draft Ballot Title and Explanatory Statement	
June-August	<p>Create Public Education Materials</p> <ul style="list-style-type: none"> <li>• Information sheets</li> <li>• Social media content</li> <li>• Website content</li> <li>• Two Animoto videos</li> <li>• Postcards</li> </ul>	
	<b>July 11:</b> City Council Approves Ballot Measures and refers them to the November ballot	<ul style="list-style-type: none"> <li>• News release: Council Action (July 12)</li> <li>• Animoto video for the website and social media</li> <li>• Update website</li> <li>• August newsletter deadline (July 18)</li> </ul>
August	<p><b>August 8:</b> City Council Approves Ballot Measures and refers them to the November ballot (<i>save if needed</i>)</p> <p><b>August 18:</b> Filing Deadline to Refer Ballot Title/Publication Notice</p>	<ul style="list-style-type: none"> <li>• Social media posts</li> <li>• September newsletter deadline (August 18)</li> </ul>
September	<p><b>September 7:</b> Filing Deadline for Ballot Measure and Explanatory Statement (Form SEL 8020)</p> <p><b>September 11:</b> Deadline for Voters Pamphlet Submissions/Arguments</p>	<ul style="list-style-type: none"> <li>• Social media posts</li> <li>• October newsletter deadline (September 18)</li> </ul>
October	<p><b>October 17:</b> Last Day to Register to Vote</p> <p><b>October 18-24*:</b> Ballots Mailed</p>	<ul style="list-style-type: none"> <li>• Social media posts</li> <li>• November newsletter deadline (October 18)</li> <li>• Postcard #1 mailed (October 18)</li> <li>• Postcard #2 mailed (October 31)</li> </ul>
November	<p><b>November 7:</b> Election Day (Last day for voters to return ballot. Ballots that are mailed must be postmarked by election day. Ballots deposited in an official drop box must be received by 8 pm on election day.)</p> <p><b>November 14:</b> Last day to receive valid postmarked ballots by mail.</p>	

*\*September 23-October 9: Ballots Mailed to Out of State Voters*

# BALLOT MEASURE #####

## PROPOSED RENEWAL OF OPERATING LEVY FOR POLICE SERVICES

AUGUST 2023

### What is Gladstone's Police Services Levy?

The City of Gladstone provides police services to respond to calls for assistance in the community. If the measure passes, the City would continue to have enough funding to maintain police services at their existing levels. The levy would continue the current level of service and staffing to serve the Gladstone community.

### If the measure passes, would the Police Services Levy cost taxpayers?

The levy would continue the current rate of \$0.68 per \$1,000 of assessed value, unchanged from today. The cost per household for a home with an assessed value of \$242,000 (different from market value) would be, on average, about \$165 per year.

If the measure does not pass, services that are currently paid from the Police Services Levy would have to be taken out of the existing budget, requiring service and staffing reductions. The City could no longer support consistent,

continuous police services 24/7, operating from the police station in downtown Gladstone.

The following specific services would not be supported: Community Service and School Resource officers; K9 officer program; Gladstone's share of costs for the regional County dispatch center (CCOM) that handles 911 priority calls; crime prevention program; other services and equipment purchases.

### What is the City's history with the Police Services Levy?

The Police Services Operating Levy was first authorized by voters in November, 1998. In 2003, 2008, 2012 and 2016 voters re-authorized the Police Services Operating Levy. In 2019, voters again approved (74% Yes) the current tax which expires in 2024. This proposed levy would maintain the current rate of \$0.68 per \$1,000 of assessed value for five years starting July 2024 through June 2029. ***The proposed levy is a renewal request, not a new tax.***

### QUICK FACTS

If this measure passes, it would renew the current Police Operating Levy that expires in June 2024. The City Council placed this measure on the ballot for voters' consideration. If passed, the levy would maintain existing police services:

- Consistent, continuous police services 24/7
- Police station operations in downtown Gladstone
- Community Service Officer
- School Resource Officer
- K9 officer program
- Regional County dispatch center (CCOM) handles 911 priority calls – Gladstone's share
- Crime prevention
- Other services/equipment





# BALLOT MEASURE #####

## PROPOSED RENEWAL OF OPERATING LEVY FOR FIRE SERVICES

AUGUST 2023

### What is Gladstone's Fire and Medical Services Levy?

The Fire and Medical Services Levy, if passed, would continue Gladstone's existing level of fire and medical services—and current staffing.

In April 2022, the City entered into an intergovernmental agreement with Clackamas Fire District to operate Gladstone's fire station at 555 Portland Avenue and to provide fire protection and emergency services to all of Gladstone's residents and businesses.

Clackamas Fire District protects 220,000 residents over 228 square miles from 22 community fire stations (one in Gladstone).

### If the measure passes, would the Fire Services Levy cost taxpayers?

The levy renewal would continue the rate of \$0.31 per \$1,000 of assessed value, unchanged from today. The cost per household for a home with an assessed value

of \$242,000 (different than market value) would be, on average, about \$75.

If the levy does not pass, beginning July 2024 the City will be unable to pay Clackamas Fire District for its current level of service, which includes staffing the Gladstone fire station 24/7 with 3 firefighters, including at least one paramedic. Then, the City of Gladstone and Clackamas Fire District will renegotiate to reduce the level of services provided or terminate the agreement.

### What is the City's history with the Fire and Medical Services Levy?

This tax levy was first authorized by voters in November of 1998. In 2003, 2008, 2012, and 2016 voters re-authorized a levy. In 2019, voters again approved (80% Yes) the Fire and Medical Services Levy that expires in 2024. If this levy passes, it would maintain the current rate of \$0.31 per \$1,000 of assessed value for five years starting July 2024 through June 2029. **The proposed levy is a renewal request, not a new tax measure.**

### QUICK FACTS

If the measure passes, it would enable Gladstone to maintain current fire and emergency medical services:

- Current staffing levels (3 firefighters at Gladstone station) and current response time for 911 calls, 24/7/365
- Includes paramedic on duty 24/7
- Chief officer coverage for command and control of emergencies and other duties
- Fire protection services; response to structure and wildland fires
- Response to medical emergencies, vehicle crashes
- Training and equipping firefighters and paramedics
- Mutual assistance with Portland, Tualatin Valley Fire & Rescue and other surrounding fire departments
- Purchasing capital equipment: fire engines, resource vehicles, protective equipment





**WORK  
SESSION  
#2**



# City of Gladstone Staff Report

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Report Date: June 20, 2023  
Meeting Date: June 27, 2023  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Emergency Preparedness Update

## BACKGROUND

Police Chief Schmerber and Community Services Manager Kirkpatrick will provide the City Council and overview of the City's Emergency Preparedness Plan.

There are no attachments for the packet.

Department Head  
Signature

Date

  
City Administrator  
Signature

6/21/2023  
Date

# City of Gladstone Staff Report

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Report Date: June 20, 2023  
Meeting Date: June 27, 2023  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Work Session on a proposed Stranded Worker Inter-Governmental Agreement (IGA) establishing a process for the lending of public employees within Clackamas County during an emergency.

## BACKGROUND

The Clackamas County Managers Group has been working on an IGA to strengthen and coordinate disaster preparedness, response, and recovery capabilities. This type of agreement will enhance public agency disaster resilience throughout Clackamas County. There is recognition that employees may be stranded far from their home agency during an emergency but still may be available to assist with emergency management activities in another public agency's Emergency Operation Center. By adopting this IGA the City of Gladstone will agree to an established process for public agencies in Clackamas County to share employees during an emergency.

Although the city enjoys a mild climate, it is subject to periodic winter storms and is in an area likely to be significantly affected by the Cascadia Subduction Zone earthquake. These and other hazards are expected to disrupt transportation in the area. Many city employees live far enough from Gladstone that they would not be able to reach the city in case of major disruption.

Because employees of surrounding jurisdictions may live in or near Gladstone, they may be similarly unable to reach their places of employment under such emergency conditions, it is mutually beneficial for Gladstone and neighboring jurisdictions to clarify and standardize the appropriate treatment of employees working on a temporary basis at jurisdictions hosting them closer to their homes.

## PROPOSAL

Key components of the IGA are as follows:

All cities and special districts within Clackamas County are eligible to sign the IGA, and participation is voluntary. The following public agencies have already adopted the IGA:

- Clackamas County
- City of Estacada
- City of Happy Valley
- City of Lake Oswego
- City of Milwaukie
- City of Tualatin
- City of Molalla
- City of Wilsonville
- Oak Grove Sanitation District

- The IGA outlines the facilitation and establishment of conditions and provisions for lending and borrowing of personnel during emergencies among the parties that sign the IGA, including payment for emergency assistance, record keeping, workers compensation, and indemnification and limitation of liability.
- Clackamas County Disaster Management is the administrator of the IGA, and each entity that signs the IGA must identify a representative for administration and implementation.

IGA' s of this nature are very common among public safety personnel, and The Gladstone Police Department has a similar agreement currently in place. Participation in this IGA will help provide parity for non-public safety personnel which will strengthen the City's ability to respond and recover from emergencies.

**STAFF RECOMMENDATION**

Staff recommends that the City Council provide staff direction to prepare a resolution that, authorizes the City Administrator to enter into at Stranded Worker Inter-Governmental Agreement (IGA) establishing a process for the lending of public employees within Clackamas County during an emergency, and bring it back to the July 11, 2023 City Council meeting for adoption.

Department Head  
Signature

Date

*Jacqueline M. Betz*  
City Administrator  
Signature      6/21/2023 Date

**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN  
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION**

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 , by and among Clackamas County and those cities, and special districts within Clackamas County who have signed this Agreement (herein collectively known as “Parties”).

**RECITALS**

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Parties have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the Parties’ Personnel (defined below), when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

**TERMS AND CONDITIONS**

**I. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for sharing Personnel amongst the Parties during emergencies when transportation routes are disrupted and Personnel are unable to report to their normal work locations. Other Personnel otherwise covered by a separate lending IGA or mutual aid agreement are excluded from this Agreement.



## II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency that accepts Emergency Assistance in the form of Personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, wildfire, or ice storm, which prevents Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Personnel may be full-time, part-time, or other qualified employees from the Party agency.
- G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Personnel to another Party agency, pursuant to the terms of this Agreement.
- H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

### III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

### IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. The county and all cities, inter-local agencies, regional governments, and special districts within Clackamas County are eligible to be a Party to this Agreement.

### V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Party agency Emergency Program Managers, or designees, together, shall:
  - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.
  - ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.
  - iii. Develop and implement a means to maintain and disseminate accurate rosters of Party agency approved Personnel.
- C. Each Party agency Emergency Program Manager, or designee, shall:
  - i. Participate in any meetings convened to address administration and implementation of this Agreement.

- ii. Develop and maintain procedures necessary to implement this Agreement, including but not limited to, communicating with approved Personnel the nature of this IGA.
- iii. Develop, maintain, and publish a current roster of approved Personnel. Personnel listed on the roster must meet the definition in Part II.F of this Agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.
- iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- v. Notify all Parties if their agency terminates its participation in this Agreement.

## VI. PERSONNEL

- A. Personnel must meet at least the minimum qualification standards established by the Party agency and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Personnel from reporting to their normal work locations. Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed to a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Personnel.
- E. Personnel acting under this Agreement are employees of the Lender who provided the Personnel, and shall remain subject to their respective employers' personnel and operations policies, and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

## VII. NO EMPLOYMENT RELATIONSHIP

- A. Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be

employees of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Each Lender who provides Personnel is and will remain solely responsible for all employment and human resource functions for the Personnel including, but not limited to, FMLA/OFLA administration, worker's compensation, paid sick leave, EEO complaints, and similar employment-related or human resource issues and concerns. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Personnel under this Agreement. The costs associated with borrowed Personnel are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.

- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervisor and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Personnel may decline to perform any assigned task for any reason, including but not limited to if they judge such task to be unsafe or if they are not qualified to perform the assigned task. A Lender may recall its employees if they are needed to provide support or services within the Lender's jurisdiction. If the Borrower requests Lender's Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability.
- D. In the event of any dispute between Personnel and the Borrower about the performance of services under this Agreement, Personnel shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Lender.

## VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.
- B. The Borrower is responsible for ensuring Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency.
- C. Unless otherwise agreed to with the Lender, the Borrower shall release Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Personnel are released.
- D. If Personnel does not meet the needs or is otherwise not satisfactory to the Borrower, the Borrower shall be authorized to decline the assistance of the individual. The Borrower shall provide a written explanation to the Lender upon request or no later than the conclusion of the Emergency.

## IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total costs of providing loaned employees including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or collective bargaining agreements as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

## X. TERMINATION

Any Party may terminate its participation in this Agreement by written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any

Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

## XI. RECORD KEEPING

- A. Time sheets and/or daily logs showing hours worked by Personnel responding under this Agreement will be recorded on a shift-by-shift basis and provided to the Borrower upon request. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.
- B. All records generated or received by Lender's Personnel while assisting Borrower during an Emergency that relate to the Emergency are considered Borrower's records for public records retention purposes. Once Personnel are no longer assisting Borrower, Personnel will provide Borrower with any and all applicable public records in Personnel's possession to Borrower for retention.

## XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Except as provided in Paragraph B below, and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Borrower shall indemnify, hold harmless, and defend each Lender (including its officers, employees, volunteers, and agents) that provides Personnel to the Borrower from and against any and all third party claims, losses, harms, liability, damage, cost, or expense, including costs of defense, judgments, or awards of damages arising out of or based upon Borrower's acts or omissions in performing under this Agreement including, but not limited to, using Lender's Personnel.
- B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith, performing activities beyond the scope of their employment, or in the case of malfeasance in office or willful or wanton neglect of duty.
- C. LIABILITY FOR PARTICIPATION. In the event of any third-party liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each

signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

A. All Lender Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

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







**WORK  
SESSION  
#3**



# City of Gladstone Staff Report

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Report Date : June 20, 2023  
Meeting Date : June 27, 2023  
To : Gladstone City Council  
From : Jacque Betz, City Administrator and Cathy Brucker, Finance Consultant

## AGENDA ITEM

Update on use of American Recovery Plan Act (ARPA) Funds

### History/Background

The U.S. Department of Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide financial relief in emergency funding for eligible governments. The City of Gladstone received \$2,737,344.

Eligible uses of the funds include the following:

- Revenue recovery due to COVID-19 impacts
- Support of public health expenditure recovery
- Economic recovery for Gladstone (such as small business assistance and utility and rental assistance)
- Recognition pay or premium pay for essential employees
- Infrastructure investment for water, sewer, and broadband

Restricted Uses:

- Cannot provide property (or levy) tax reductions
- No pension fund deposits
- No debt service payments

Staff will update the City Council on the use of the ARPA Funds at the work session.

### Recommended Staff Action:

Staff is not proposing any action. This item is for informational purposes only.

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Department Head Signature

Date

 6/21/2023

City Administrator Signature

Date

## AMERICAN RESCUE PLAN FUND

The City of Gladstone received \$2,737,344 in funding from the American Rescue Plan Act issued by the Federal government – United States Treasury. These funds are accounted for within this Reserve Fund, but considered part of the General Fund from a reporting standpoint. Funds were received in two separate tranches of \$1,368,672 spanning fiscal years 2021-22 and 2022-23. The funds are recognized in Grant Revenue when actually spent, and are budgeted to be expended within the 2023-2025 Biennium. The City will roll over any unspent funds as of June 30, 2025 but must commit by December 31, 2024 and expend in full by December 31, 2026.

<b>AMERICAN RESCUE PLAN FUNDS - 105</b>			
<b>Resources</b>			
<b>Account Code</b>	<b>Description</b>	<b>Biennium 2021-2023 Final Budget</b>	<b>2023-2025 Adopted Biennium</b>
309999	FUND BALANCE	\$ -	
315080	OTHER GRANTS	2,737,344	2,367,344
<b>Total Resources</b>		<b>\$ 2,737,344</b>	<b>\$ 2,367,344</b>
<b>Requirements - 150</b>			
<b>Account Code</b>	<b>Description</b>	<b>Biennium 2021-2023 Final Budget</b>	<b>2023-2025 Adopted Biennium</b>
<b>Personnel Services</b>			
450900	RECOGNITION AWARD	\$ 142,500	
470000	ASSOCIATED PAYROLL COSTS	43,050	
<b>Total Personnel Services</b>		<b>\$ 185,550</b>	<b>\$ -</b>
<b>Materials &amp; Services</b>			
500110	CONTRACTUAL & PROFESSIONAL	\$ 200,000	\$ 115,300
530200	EMERGENCY MANAGEMENT	50,000	17,600
530210	ARPA FUNDING (to be determined)	1,091,794	280,944
<b>Total Materials &amp; Services</b>		<b>\$ 1,341,794</b>	<b>\$ 413,844</b>
<b>Capital Outlay</b>			
	PLAYGROUND EQUIPMENT	\$ -	\$ 100,000
<b>Transfers out</b>			
899100	TRANSFERS OUT TO GENERAL FUND	\$ -	\$ 653,500
899730	TRANSFERS OUT TO SEWER FUND	1,210,000	840,000
899750	TRANSFERS OUT TO STORM WATER FUND	-	360,000
<b>Total Requirements</b>		<b>\$ 2,737,344</b>	<b>\$ 2,367,344</b>

**2023-2025 Biennium  
ARPA Funds**

<b>Account /Program</b>	<b>Budget</b>	<b>Activity through 6/30/2023</b>	<b>Budget Balance</b>	<b>Adopted 2023-2025 Biennium</b>
<b>Personnel:</b>				
Recognition Awards per Collective Bargaining Agreements	\$ 185,550	\$ 185,550	\$ -	\$ -
<b>Contractual &amp; Professional:</b>				
GCAP/COVID Impact Assistance	100,000	50,000	50,000	30,570
Business Relief Assistance	55,000	-	55,000	55,000
Grant Writing Services	45,000	25,270	19,730	19,730
Gladstone Food Pantry	-	-	-	10,000
	<u>\$ 200,000</u>	<u>\$ 75,270</u>	<u>\$ 124,730</u>	<u>\$ 115,300</u>
<b>Emergency Management:</b>				
Body Worn Cameras Program	25,000	23,753	1,247	-
Council Chamber Meeting Tech. Upgrades	15,000	14,078	922	-
Senior Center Appliance Upgrades	5,000	3,756	1,244	-
Defibrillators (4)	5,000	4,846	154	-
	<u>\$ 50,000</u>	<u>\$ 46,433</u>	<u>\$ 3,567</u>	<u>\$ 17,600</u> *
<b>Capital Outlay:</b>				
Playground Equipment at Meldrum Bar Park	\$ -	\$ -	\$ -	\$ 100,000
<b>Transfers Out:</b>				
General Fund - Revenue Recovery	-	-	-	653,500
Sewer Fund - I & I Infrastructure Project	1,210,000	-	1,210,000	840,000
Storm Water - I & I Infrastructure Project	-	-	-	360,000
	<u>\$ 1,210,000</u>	<u>\$ -</u>	<u>\$ 1,210,000</u>	<u>\$ 1,853,500</u>
<b>Funding Balance to be Allocated</b>	<b>\$ 1,091,794</b>		<b>\$ 1,091,794</b>	<b>\$ 280,944</b>
	<u>\$ 2,737,344</u>	<u>\$ 307,253</u>	<u>\$ 2,430,091</u>	<u>\$ 2,367,344</u> *

\* any unspent funds to be added when FY 21/22 closed and balance finalized.





**WORK  
SESSION  
#4**



**July 11, 2023  
City Council Regular Meeting  
6:30 PM**

<b>Consent</b>	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (June 2023)</li> <li>• Consider approval of a personnel services agreement between the City of Gladstone and Amy Lindgren for Municipal Judge Services</li> <li>• IGA for lending personnel within Clackamas County when personnel are unable to get to their normal reporting location</li> </ul>	
<b>Report</b>	Clackamas Fire District	Fire Chief Browne/Asst. Chief Stewart
<b>Presentation</b>	Clackamas River Basin Council	
<b>Public Hearing</b>	Consider approval of an ordinance to amend the GMC Multi-Residential Zoning District to be “allowed outright” and reviewed under the existing clear and objective standards applicable to duplexes and multi-family.	PC Austin/CA Betz
	Consider approval of a resolution updating the Master Fee Schedule (Gladstone Community Center Rentals, Utility Rates, Planning Fees, PRR police body camera footage,)	CR Bannick/CSM Kirkpatrick/PC Schmerber/FC Brucker/PWD Caniparoli
	Consider approval of an intergovernmental agreement between Oak Lodge Water Services and the City of Gladstone relating to the provision of domestic water, wastewater, and stormwater services.	CA Driscoll/CA Betz/PWD Caniparoli/FC Brucker
	Consider referring a renewal of the police services levy and the fire services levy for the November 2023 election	CA Betz/CR Bannick/PC Schmerber
	Consider approving an IGA between the Clackamas County Juvenile Department and City of Gladstone Police Department	PC Schmerber

**July 25, 2023  
City Council Work Session  
5:30 PM**

	Presentation from Clackamas Community College and Bond Celebration Project	President Tim Cook/Director Wade Hathhorn
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Gladstone City Council Preliminary Agendas

	Update on City Council Goals and guidance/discussion on new advisory boards or ad-hoc committees to align with the Council goals	
	Unilateral Flushing Maintenance Program	PWD Caniparoli/CA Betz
<b>August 8, 2023</b> <b>City Council Regular Meeting</b> <b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (July 2023)</li> </ul>	
<b>Report</b>	Clackamas Fire District	
<b>Presentation</b>	Rinearson Natural Area Project	
<b>Public Hearing</b>	Consider approval of increasing rates for Gladstone Disposal	CA Betz
	Consider awarding a contract on unilateral flushing maintenance program	PWD Caniparoli
	Consider awarding a contract to complete the work on the Infill and Infiltration Reduction Program	PWD Caniparoli/CA Betz
	Consider approval of an ordinance to amend Gladstone Municipal Code Chapter 6.08 Animals, to exclude roosters in the city limits	Chief Schmerber
<b>August 22, 2023</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
	Break for summer	
<b>September 12, 2023</b> <b>City Council Regular Meeting</b> <b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> </ul>	

Gladstone City Council Preliminary Agendas

	<ul style="list-style-type: none"> <li>Department Head Monthly Reports (August 2023)</li> </ul>	
<b>Report</b>	Clackamas Fire District	
	Consider approval of a resolution to adopt a Pavement Condition Index (PCI) of 71 for the City of Gladstone Pavement Management Plan	PWD Caniparoli/CA Betz
<b>Public Hearing</b>	Consider text amendments to the City’s development code related to annexation/utility extensions. Gladstone Municipal Code Chapter 17.81	CA Betz/CA Doughman/PC Austin
<b>September 26, 2023</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
	Oregon City Youth Council	OC Mayor McGriff/Commissioner Adam Marl
	Policy Guidance on the Climate Friendly & Equitable Communities Related to Oregon Administrative Rule (OAR) 660-012-0012	PC Austin/CA Betz
<b>October 10, 2023</b> <b>City Council Regular Meeting</b> <b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>Financials</li> <li>Legal costs on projects</li> <li>Minutes from previous Council meetings</li> <li>Department Head Monthly Reports (September 2023)</li> </ul>	
<b>Report</b>	Clackamas Fire District #1	
<b>Presentation</b>	Metro Councilor Christine Lewis	
<b>October 24, 2023</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
	Proposed Amendments to Chapter 17.78 Home Occupations	CR Bannick/EA Kratz/CA Betz

Gladstone City Council Preliminary Agendas

<b>November 14, 2023</b>		
<b>City Council Regular Meeting</b>		
<b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (October 2023)</li> </ul>	
<b>Report</b>	Clackamas Fire District	
<b>November 28, 2023</b>		
<b>City Council Work Session</b>		
<b>5:30 PM</b>		
<b>December 12, 2023</b>		
<b>City Council Regular Meeting</b>		
<b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (November 2023)</li> </ul>	
<b>Report</b>	Clackamas Fire District	
<b>December 26, 2023</b>		
	No Work Session- Holiday week	
<b>To Be Set</b>		
	Continue Review of City Council Rules	CA Betz/CA Jacobs
	Consider an agreement with Clackamas County Public Health Division for use of Gladstone’s opioid settlement funds	CA Betz/CA Jacobs
	Consider approval of an updated Right of Way Ordinance	FC Brucker/Nancy Werner, CA Betz
	Award Contract for the Evergreen Stormline Replacement Project	PWD Caniparoli

Gladstone City Council Preliminary Agendas

	Consider approval of an IGA between ODOT/Clackamas County/Gladstone to complete engineering and design of Trolley Trail Bridge	CA Betz
	Consider approval of a resolution to update the Gladstone Natural Hazard Mitigation Plan	CA Betz
	Consider approval of a resolution to update the Gladstone City Council Rules to conform to the new City Charter	CA Jacobs/CA Betz
	Acceptance of Oregon Parks and Recreation Committee Grant for the paved loop trail at the Gladstone Nature Park	CA Betz/PWD Caniparoli
	Consider awarding a contract to complete pavement projects	PWD Caniparoli
	Consider approving an ordinance amending the franchise agreement with Gladstone Disposal	CA Betz
	RFQ/Q for Auditing Services (2024)	FC Brucker