

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
OCTOBER 20, 2020
6:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY MANAGER REPORT**

5. **NEW BUSINESS**

- 5.a [Resolution No. 17-2021 A resolution authorizing the Mayor to sign Community Development Block Grant Contract No P20003 with the State of Oregon by and through its Oregon Infrastructure Authority of the Oregon Business Development Department to complete the Power City/Brownell Water Service Final Design Project](#) *Suggested Action: Motion to approve Resolution No. 17-2021*
- 5.b [City Manager Stockdale's Annual Performance Evaluation](#) *Suggested Action: Motion to Approve Evaluation.*

6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.

7. **DISCUSSION ITEMS**

- 7.a [Discussion of City Deferred Compensation Plan Structure](#) *Suggested Action: Discussion Only*
- 7.b [Review of City Park names for future adoption.](#) *Suggested Action: Discussion item to adopt suggested park names recommended by the Parks and Recreation Committee for the November 3rd, 2020 meeting.*
- 7.c [Mutual Aid Agreement](#) *Suggested Action: Discussion*
- 7.d [SB 111](#) *Suggested Action: Discussion*

8. **ADJOURN**

This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. Special accommodations to attend or participate in a city meeting or other function can be provided by contacting City Hall at (541) 922-3226 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 17-2021 A resolution authorizing the Mayor to sign Community Development Block Grant Contract No P20003 with the State of Oregon by and through its Oregon Infrastructure Authority of the Oregon Business Development Department to complete the Power City/Brownell Water Service Final Design Project	Meeting Date: 2020-10-20
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: \$601,000 Amount Budgeted: \$601,000	Fund(s) Name and Number(s): Water - 02
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Reviewed by Finance Department: Yes	Previously Presented: 10/06/2020
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Attachments to Agenda Packet Item:

[RES 17-2021.docx](#)

[1 P20003 Umatilla Contract.pdf](#)

Summary Statement: Motion to approve Resolution No. 17-2021

Consistent with Council Goals: Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.

RESOLUTION NO. 17-2021

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO P20003 WITH THE STATE OF OREGON BY AND THROUGH ITS OREGON INFRASTRUCTURE FINANCE AUTHORITY OF THE OREGON BUSINESS DEVELOPMENT DEPARTMENT TO COMPLETE THE POWER CITY/BROWNELL WATER SERVICE FINAL DESIGN PROJECT

WHEREAS, The City of Umatilla has been awarded a Community Development Block Grant for the final design of water utility extension to the Power City and Brownell areas; and

WHEREAS, the grant will fund \$593,500 of the \$601,000 total project cost; and

WHEREAS, this project was included in the 2020-21 fiscal year budget;

NOW, THEREFORE, the City does hereby authorize the Mayor to sign Community Development Block Grant Contract No. P20003, and any future amendments, with the State of Oregon by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department.

PASSED by the City Council and signed by the Mayor this 20th day of October, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“Power City / Brownell Water Service”

This Contract, number P20003, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Umatilla, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1 - CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. This Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by OBDD (the “Project”), attached as Exhibit D;
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit E, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 30 Apr 2020 (“Application”); and
- F. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit F.

SECTION 2 - GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, OBDD agrees to provide Recipient funds in the amount of **\$593,500** (“Grant Funds”), the use of which is expressly limited to the Project and the activities described in Exhibit D. The use of these funds is also limited to the approved Project budget in Exhibit E and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including, but not limited to, the Pre-Expenditure Authorization required under Section 3 below, OBDD shall disburse the Grant Funds to Recipient on an expense-reimbursement basis after OBDD’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by OBDD.

SECTION 3 - PRE-EXPENDITURE AUTHORIZATION

Before Recipient makes any expenditure or incurs any obligation for the Project on account of which it intends to seek reimbursement under Section 2, Recipient must first obtain OBDD’s written authorization to make the expenditure or incur the obligation (“Pre-Expenditure Authorization”).

SECTION 4 - EFFECTIVE DATE; PROJECT COMPLETION DEADLINE

- A. This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law. The approved Project activities **must be completed within 24 months** after the Effective Date (“Project Completion Deadline”).
- B. By the Project Completion Deadline, all Project activities must be completed (except for the submission of the Project completion report on a form provided by OBDD), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project shall be submitted to OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.

SECTION 5 - RECIPIENT’S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following, as they may be amended from time to time:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5322 (1994) (the “Act”) and with all related applicable laws, rules and regulations, including but not limited to Sections 104, 109 and 110 of the Act.
 - (2) 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). For Section 3 covered construction projects receiving more than \$200,000 under this Contract, Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3704-3708 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996).
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.80-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2020 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers, including Recipient, that employ subject workers in the State of Oregon must comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Recipient shall insure that each of its contractors and subgrantees complies with these requirements.

- C. Federal audit requirements. The grant is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “14.228 Community Development Block Grant.” Recipient is a subrecipient.

(1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 6 - OTHER COVENANTS OF RECIPIENT

- A. The Recipient’s activities funded by this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the Grant Funds will meet the following national objective (check one):
- (1) Activities primarily benefitting low- and moderate-income persons;
(24 C.F.R. 570.483(b))
 - (2) Activities which aid in the prevention or elimination of slums and blight;
(24 C.F.R. 570.483(c))
 - (3) Activities designed to meet community development needs having a particular urgency;
(24 C.F.R. 570.483(d))
- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of Grant Funds acknowledging the participation of federal and state CDBG funding.
- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. This grant and the activities funded by the Grant Funds shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act as they may be amended from time to time, and Recipient will affirmatively further fair housing.

- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law including their amendments that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58.1 et seq. (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003) as they may be amended from time to time.
- I. All non-exempt Project activities must be reviewed for compliance with the following laws as they may be amended from time to time: 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties), Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to OBDD documentation of Recipient’s efforts and results in meeting the performance measures contained in OBDD’s applicable Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by OBDD when awarding future grants.
- N. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, costs, expenses, attorneys fees and cost awards resulting from, arising out of or related to any actual or alleged act or omission by Recipient, or its officers, employees, agents, contractors or subrecipients; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 7 - DETERMINATION

OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §200.330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8 - TERMINATION

- A. OBDD reserves the right to terminate this Contract immediately upon notice to Recipient:
- (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if OBDD or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either this grant or the disbursement of Grant Funds are prohibited.
- B. OBDD may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, OBDD may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9 - MISCELLANEOUS

- A. OBDD's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that OBDD may reasonably require.
- B. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth on the signature page of this Contract, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OBDD to enforce any provision of this Contract shall not constitute a waiver by OBDD of that or any other provision.

SIGNATURE PAGE FOLLOWS

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department

CITY OF UMATILLA

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-798-5076

PO Box 130
Umatilla OR 97882-0130
Phone 541-922-3226

By: _____
Chris Cummings, Interim Director

By: _____
The Honorable Mary Dedrick
Mayor of Umatilla

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

 /s/ Wendy Johnson per email dated 6 October 2020
Wendy Johnson, Senior Assistant Attorney General

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Description
- Exhibit E: Project Budget
- Exhibit F: Information Required by 2 CFR § 200.331(a)(1)

**EXHIBIT A - SPECIAL CONDITIONS OF AWARD
PUBLIC WORKS FINAL DESIGN GRANT**

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. The availability of funds under this Agreement is subject to OBDD's receipt and approval of a detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, and a detailed project management plan.
2. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, OBDD will not disburse CDBG funds until Recipient provides OBDD with evidence that all Project matching funds have been received by Recipient.
3. All Project-related contracts must be received by OBDD ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by OBDD at least ten (10) days before they are advertised.
4. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to OBDD:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
 - c. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.
5. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by OBDD.
6. Recipient must obtain review of design plans by the appropriate regulatory agency (e.g., State Health Division, Department of Environmental Quality, Environmental Protection Agency, et cetera.). Any comments resulting from the regulatory agency's review must be sent to OBDD prior to the approval of final plans by Recipient.
7. Recipient shall cause individual service meters to be installed on those portions of a drinking water Project assisted with CDBG funds.
8. For a sewer line Project, Recipient shall adopt a mandatory sewer hook-up ordinance or resolution prior to any drawdown of CDBG funds.
9. Where the Project is for construction of water or sewer facilities in a community with an unmetered water system, Recipient and the owner of the water system shall meet with the State Water Resources Department and develop a mutually agreeable plan for metering the entire community water system.

**EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 69 §5301 et seq (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD or as to grants already made substantial changes from Recipient's application to OBDD to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. §42.325 (1997) as it may be amended from time to time. Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, as they may be amended from time to time, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003) as they may be amended from time to time; and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

City of Umatilla

Signed _____

Title _____

Date _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Umatilla

Signed _____

Title _____

Date _____

EXHIBIT D - PROJECT DESCRIPTION

The Recipient shall, with the assistance of an Oregon-licensed engineer, design improvements for the extension of its water distribution system to the Power City and Brownell neighborhoods. This design shall include all water service mains, laterals, hydrants, water meters, a new intertie booster station, and piping from the Recipient's reservoir to said booster station. This design shall be in the form of plans and specifications, approved by Oregon Health Authority, and be ready to bid. Recipient shall prepare an environmental assessment as described in the CDBG grant management handbook, up to (but not past) the point of final publication. Recipient shall, with the assistance of legal counsel, complete and finalize service agreements, as described in Recipient's Application, for Recipient's takeover of the water services currently provided by Sand Bur Water Association and Power City Water Co-Op, and said agreements must be executed prior to project completion.

EXHIBIT E - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$309,000	\$0
Environmental Review	15,000	2,500
Grant Administration	19,000	2,000
Topographic / Boundary / Utility Surveys	86,000	0
Audit	0	3,000
CDBG Construction Application	7,500	0
Legal, Procurement / Contract Review, Translation, Easement Support	30,000	0
Wetland / Cultural Assessments, Draft Joint Permit App	120,000	0
Land Acquisition	7,000	0
Total	\$593,500	\$7,500

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Umatilla, City Of
- (ii) Subrecipient's DUNS number: 62-385-2683
- (iii) Federal Award Identification Number (FAIN): B-20-DC-41-0001
- (iv) Federal Award Date: 31 Aug 2020
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$593,500
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$593,500
- (viii) Total Amount of Federal Award to the pass-through entity: \$13,623,873
- (ix) Federal award project description: The FFY 2020 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$593,500
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: City Manager Stockdale's Annual Performance Evaluation	Meeting Date: 2020-10-20
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Department: City Administration	Director: David Stockdale	Contact Person: Mayor Mary Dedrick	Phone Number:
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Cost of Proposal: n/a	Fund(s) Name and Number(s): N/A
Amount Budgeted: n/a	

Reviewed by Finance Department: Yes	Previously Presented: n/a
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Attachments to Agenda Packet Item:

[Stockdale Annual Performance Evaluation 2020.pdf](#)

Summary Statement: Motion to Approve Evaluation.
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Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.



CITY of UMATILLA

700 6TH STREET
UMATILLA, OREGON 97882
(541) 922 - 3226
FAX (541) 922 - 5758

**City of Umatilla
City Manager Annual Performance Evaluation**

Date of Evaluation: October 2020 Review Period: 10/16/19 – 10/15/20

Rating Criteria:

For each performance criteria, please use the following rating scale:

- 1 Poor / Does Not Meet Expectations / Needs Significant Improvement
- 2 Fair / Somewhat Meets Expectations / Needs Improvement
- 3 Good / Meets Expectations
- 4 Great / Above Expectations
- 5 Excellent / Exceeds Expectations

Part 1: Communication Skills

- 5 Verbal Communication Skills – Good command of oral expression; expresses ideas clearly and concisely; easily comprehends ideas expressed by others; able to explain and understand difficult and complex subjects.
- 5 Written Communication Skills – Good command of written expression; expresses ideas clearly and concisely; easily comprehends ideas expressed by others; able to explain and understand difficult and complex subjects through written media.
- 4.3 Presentation Skills – Is able to prepare and present quality presentations using a variety of tools and media; presentations are effective.
- 4.3 Does well in providing regular communications in various formats
- 4.75 When appropriate, coordinates well the efforts with the City to the community and/or media.
- 4.75 Communication with me addresses any concerns individually and makes presentations to myself and/or my organization
- 4.75 Open to requests for assistance, ideas, concerns, responds in a timely manner
- 5 Keeps Council well-informed

Comments/Examples of Performance: *Dave does a great job of communicating with council and community. I truly appreciate his willingness to be available for any questions any time. There is so much going on in the city and he keeps the council well informed. He's always there to answer additional questions, thoughts, concerns I have.*

Part 2: Interpersonal Skills/Relationships

- 4.75 Ability to relate well to others; makes people feel at ease, even in difficult situations
- 5 Ability to gain trust and confidence; fosters contact and cooperation
- 4.75 Understands and embraces the concept of inter-local cooperation when appropriate; strives to develop partnerships with local entities and agencies
- 4.75 Fosters cooperative communication and working relationships
- 4.75 Has shown the ability to utilize appropriate media for communication – TV, radio, newspaper, group interaction, individual meetings
- 4.75 Skilled in negotiation techniques in a variety of scenarios –public, private, interagency, etc.
- 4.3 Demonstrates sensitivity to individuals/groups as appropriate
- 4.75 Is forthright and honest in all relationships
- 4.3 Promotes a dynamic environment; willing to explore new ideas while also protecting good existing ones.
- 4.3 Works well with other agencies and citizens while looking after the interests of Umatilla
- 4.3 Builds positive relationships and works to reach positive resolutions with other entities

Comments/Examples of Performance:

What I have seen so far one of David's main focus was to rebuild relationships with many entities and Agencies. He has succeeded in doing, which is a tremendous asset to the future direction of the city.

Part 3: Leadership

- _ 4.3 _____ Creates a positive work environment
- _ 4.75 _____ Maintains a high standard of respect
- _ 4.3 _____ Effectively directs utilization of City resources
- _ 4.3 _____ Seems to encourage initiative and individual decision-making
- _ 4.3 _____ Promotes efficiency in operations
- _ 4.3 _____ Demonstrates a high regard for personal ethics
- _ 4.5 _____ Uses sound judgment in decision making
- _ 4.3 _____ Seeks out all relevant and necessary information/data while also making timely decisions
- _ 4.3 _____ Supports and manages in accordance with identified City Mission, Values, and Policies
- _ 5 _____ Attends and actively participates in City Council meetings
- _ 4.75 _____ Skillfully assists Councilmembers with deliberations and decision-making
- _ 4.75 _____ Appears to stay current on management practices and techniques; participates in professional organizations
- _ 4.3 _____ Actively pursues ways to increase his contributions to the City
- _ 4.3 _____ Works well with other agencies and citizens while looking after the interests of Umatilla
- _ 4.5 _____ Reliable, meets commitments, and implements Council directives
- _ 4.3 _____ Exhibits excitement, desire, creativity, and willingness to do whatever is necessary and required of the City Manager position

Comments/Examples of Performance: *Some of these I don't have enough experience to evaluate well on. Effectively directs utilization of city resources is difficult to evaluate. I truly appreciate how knowledgeable David is*

Part 4: Management, Planning, & Work Quality

- _4.75_____ Participates and mediates Council and Staff goal setting
- _4.75_____ Provides appropriate updates and reports
- _4.75_____ Exhibits a forward-thinking approach, both in the short term and long term
- _4.75_____ Completes assignments from the Council in a timely manner
- _4.75_____ Produces high quality in satisfactory quantities
- _4.75_____ Effectively manages and monitors fiscal activities
- ___4.75_____ Able to delegate authority, granting proper authority at the proper times; exhibits good judgment when not to delegate authority
- ___4.75_____ Seeks feedback from staff, Councilors, and the public and appropriately incorporates such feedback
- ___4.25_____ Addresses employee issues promptly and effectively
- ___4_____ Encourages and rewards initiative
- ___4.3_____ Promotes a cohesive team working environment
- ___4.3_____ Demonstrates thorough knowledge of the position
- ___4.3_____ Anticipates and analyzes problems well
- ___5_____ Works well with Councilors and Mayor; willing to meet with them individually
- ___4.25_____ Works well with community members and properly addresses any complaints

Comments/Examples of Performance: *Overall, given surgeries, family losses, pandemic, and the list goes on. David has managed to address his schedule when needed and making sure the city staff are well equipped and ready. There was some broken communication at the beginning of the pandemic, however, that was the common issue everywhere. Overall, he's handled things with a positive attitude and helped direct anyone back to that path. Thank you for all that you do.*

Part 5: General Comments & Listed Accomplishments

Dave had to come in and go! He's done exactly that. We are doing so much right now and David handles everything in stride. Dave is doing a great job for Umatilla and it's citizens.

I appreciate all of David's efforts with the county and working to resolve issues there. I appreciate how he doesn't back down and represents the city extremely well. I am very proud of our city and all that has happened since he came on staff.

David never makes me feel like I have asked a stupid question. He responds to texts, and emails far more quickly than I expect.

He also does a great job at explaining information in terms that I can understand. I truly appreciate that.

Part 6: Goals

Not ready to set more goals until we get some of the boxes checked off in front of us right now. But we could definitely talk about it. Projects that take less money and time.....

VERIFICATION OF REVIEW: By signing this form, you confirm that you have discussed this review in detail. Signing this form does not necessarily indicate that you agree with this evaluation. Any response to this evaluation may be attached and will be maintained in the City Manager's Personnel File

Employee Signature: _____

Date: _____

Mayor Signature: _____

Date: _____

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Discussion of City Deferred Compensation Plan Structure

Meeting Date:

2020-10-20

Department:

Finance & Administrative Services

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

Cost of Proposal:

FY20-21 maximum \$80,000

Amount Budgeted:

\$0

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

N/A

Attachments to Agenda Packet Item:

Summary Statement:

Discussion Only

Consistent with Council Goals:

N/A

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Review of City Park names for future adoption.	Meeting Date: 2020-10-20
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Department: Community Development	Director: Brandon Seitz	Contact Person: Esmeralda Horn	Phone Number: (541) 922-3226
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: N/A
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Attachments to Agenda Packet Item:

[Park Name Adoption.pdf](#)

Summary Statement: Discussion item to adopt suggested park names recommended by the Parks and Recreation Committee for the November 3rd, 2020 meeting.
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Consistent with Council Goals: Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.



City of Umatilla

700 6th Street, PO Box 130, Umatilla, OR 97882
City Hall (541) 922-3226 Fax (541) 922-5758

PARKS & RECREATION COMMITTEE RECOMMENDATION:

ADOPTION OF PARK NAMES

3RD Street Soccer Field – remain *3rd Street Soccer Field*

Bus Stop Park – recommendation for *Easton Park*

Hash Park – recommendation for *Mayor Hash Park*

Kiwanis Park – remain *Kiwanis Park*

Lewis Street Park – recommendation for *Lewis Street Greenway*

Marina Park & RV – remain *Marina Park & RV*

McNary Tennis Courts – remain *McNary Tennis Courts*

Nugent Park – remain *Nugent Park*

Old Town Site – not City owned

River Park – remain *River Park*

Sunset Basketball Park – remain *Sunset Basketball Park*

Umatilla Landing Park – remain *Umatilla Landing Park*

Village Square Park – remain *Village Square Park*

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Mutual Aid Agreement

Meeting Date:

2020-10-20

Department:

Police

Director:

Darla Huxel

Contact Person:

Darla Huxel

Phone Number:

5419223789

Cost of Proposal:

NA

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

NA

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

[Major Crime Agreement Addendum](#)

[Mutual Aid Intergovernmental Agreement 2020](#)

Summary Statement:

Discussion

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.

IGA for Mutual Aid - Addendum A
UMATILLA/MORROW COUNTY MAJOR CRIME TEAM AGREEMENT

MISSION STATEMENT

The Umatilla/Morrow Major Crime Team is committed to the relentless pursuit of truth through a concerted effort by participating members to achieve justice for the populations served.

PURPOSE STATEMENT

The Umatilla/Morrow County Major Crime Team exists to provide collaborative investigative resources to partner agencies within Umatilla and Morrow Counties in the event a criminal investigation occurs, which exceeds the training, expertise or resources of the agency of jurisdiction.

COMPOSITION AND FUNCTION

- The Major Crime Team may include personnel employed by the Umatilla County Sheriff's Office (UCSO), Morrow County Sheriff's Office (MCSO), Oregon State Police (OSP), Hermiston Police Department (HPD), Pendleton Police Department (PPD), Umatilla Police Department (UPD), Stanfield Police Department (SPD), Milton-Freewater Police Department (MFPD), Umatilla Tribal Police Department (UTPD), Boardman Police Department (BPD), Pilot Rock Police Department (PRPD), District Attorney's Office(s) and Blue Mountain Enforcement Narcotics Team (B.E.N.T.). Other individuals may participate on an invitational basis, or when the need arises.
- Member Selection:
 - The Major Crime Team will consist of personnel selected by the Chief, Sheriff, District Attorney or ranking Oregon State Police Representative of each law enforcement entity within Umatilla and Morrow Counties.
- The Major Crime Team's Responsibilities include, but are not limited to:
 - Scene integrity and security;
 - Collection/preservation of evidence;
 - Drafting of affidavits and search warrants;
 - Interviewing victim(s) and witnesses;
 - Interrogation of suspects;
 - Arrest/apprehension of offenders;
 - Compilation of investigative reports;
 - Control/dissemination of information;
 - Prosecution/testimony;
 - Maintaining individual competencies in the area(s) of case law, search and seizure, investigative techniques, interview/ interrogation and legislative action.
- Major Crime Team Activation:
 - Each participating agency will provide the Umatilla and Morrow County dispatch centers with contact information of person(s) authorized to approve call out(s) and overtime for purpose of efficiency.

- Team members will maintain resource lists identifying decision maker, detectives, law enforcement personnel with special skills/certification(s) (i.e. Reconstructionist(s), Criminalists, Negotiators, etc.), judges, hospitals and mortuaries.
 - Request(s) to activate the Major Crime Team shall be limited to the Chief, Sheriff, District Attorney or ranking Oregon State Police Representative with jurisdictional responsibility. In the event the aforementioned person(s) are unavailable, the next highest-ranking law enforcement official within the jurisdiction of responsibility shall make the request.
 - Upon activation of the Major Crime Team, the investigation shall be led by the agency of jurisdiction unless the agency defers the leadership role to another agency and/or the District Attorney. In either instance, the identity of the Incident Commander shall be clearly communicated to all parties involved in the investigation within the first hour of activating the team.
- Command and Control:
 - The designated Incident Commander will immediately assume responsibility for establishing a command center, duty assignments, briefing(s) and resource notification. He/she will remain free of any direct investigative duties in order to appropriately oversee and support the investigation.
 - Individual Major Crime Team members are accountable to their respective employing agencies concerning conduct, updates, liability, documentation and compensation.
 - It is agreed that when agency resources are loaned to another agency for the purpose of investigation, the participating member is to follow all lawful orders and directives given by the Incident Commander. If/when, performance issues arise, the Incident Commander shall immediately contact the employing agency for disposition.
 - All persons supporting the Major Crime Team's mission through investigative activity shall complete a written report memorializing their action(s).
- Evidence:
 - The agency of jurisdiction will be responsible for:
 - Maintaining the chain of custody for all evidence collected;
 - Submitting evidence for forensic analysis;
 - Receiving, storing and complying with all laws governing evidence retention.
- Documentation:
 - Copies of all reports, photographs, diagrams, logs, CD's, etc., shall be submitted to the Incident Commander within ten days of investigative activity.
 - The Incident Commander will compile and collate all investigative material into a three-ring binder, flash drive or other storage media before submitting the case book(s) to the District Attorney or Tribal Prosecutor for prosecutorial consideration. This shall be done within fourteen days of the investigative activity.
 - The District Attorney or Tribal Prosecutor is the only person who may grant extensions to the ten-day rule. His/her decision should be based on extenuating circumstances and/or volume of work completed by the requesting team member.
 - If/when an exception is granted, the District Attorney's Office or the Tribal Prosecutor will communicate a new submission deadline to the team member and his/her agency supervisor.
 - Failure of a team member to submit reports in a timely manner will result in his/her being

prohibited from participating in additional callout(s)/investigations until all pending reports are received by the District Attorney or Tribal Prosecutor.

- Press Releases:
 - The dissemination of information to the media and/or public will be single source.
 - All information released in conjunction with a Major Crime Team investigation will be handled by or vetted through the District Attorney or the Public Information Officer for the Confederated Tribes of the Umatilla Indian Reservation if applicable.
- Post Action:
 - Investigative briefings will be held at the discretion of the Incident Commander and District Attorney or the Tribal Prosecutor if applicable.
 - All Major Crime Team call out(s)/investigations will be debriefed within three-days of arrest and/or when it is determined that the Major Crime Team is no longer needed.
 - The Incident Commander of an MCT activation will debrief with the LEAA at the next scheduled meeting or as soon as practical.

DRAFT

Intergovernmental Agreement for Mutual Aid and Interagency Cooperation among Law Enforcement Agencies Located in Umatilla County & Morrow County, Oregon

This Intergovernmental Agreement is made and entered into by and among the undersigned units of local government located in Umatilla County & Morrow County, Oregon and additional surrounding Oregon law enforcement agencies that would like to participate in the Agreement.

Under authority of Chapter 190, Oregon Revised Statutes, the parties agree as follows:

- 1. Definitions:** The following definitions shall be used in construing the following terms used in this Agreement.

Agency: A public body as defined in ORS 174.109.

Mutual Aid: The provision of additional personnel, equipment or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to a situation and the personnel responding act under the direction and control of the requesting agency.

The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation and/or the enforcement of narcotics laws, as provided in any memorandum of understanding agreed to by the undersigned participating agencies, so long as the terms of the memorandum of understanding are consistent with the terms of this Agreement.

Mutual Assistance: The provision of additional personnel, equipment or expertise on an occasional basis such as assisting another agency with routine calls for service or to provide a cover car. Mutual Assistance includes, but is not necessarily limited to, those situations where one agency requests a second agency handle a call for service in an adjoining jurisdiction due to a shortage of personnel in that jurisdiction, or a request to provide a cover officer. An officer providing Mutual Assistance shall remain under the supervision and control of his or her own agency, and shall not be under the direction or control of the agency, which the Mutual Assistance is provided.

Requesting Agency: The agency requesting Mutual Aid.

Police Officer, Peace Officer, General Authority Oregon Police Officer:

A full-time, fully compensated police officer commissioned by the State of Oregon or any full-time, fully compensated police officer commissioned by a police agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended.

2. Mutual Aid – Authority to Request, Grant, Refuse or Terminate Aid

Every police officer of every law enforcement agency with supervisory or administrative authority participating in this Agreement has the ability to request mutual aid, to grant or refuse a request for mutual aid, and to terminate the provision of mutual aid once granted.

An agency may have procedures that control the exercise of the authority granted by this section so long as the procedures do not unduly hinder the ability of an agency to make or respond to a request for mutual aid.

Pursuant to ORS 133.235, peace officers have statutory authority to act anywhere within the State of Oregon, regardless of whether the offense occurs within their primary jurisdiction.

3. Mutual Aid – Procedure to Request, Grant, Refuse, or Terminate

A police officer of the requesting agency who has authority to request mutual aid must make the request for mutual aid to a police officer of the responding agency who has the authority to grant a request for mutual aid.

The responding agency may grant or deny, in whole or in part, the request to supply aid to the requesting agency.

A supervising police officer of the requesting agency may relieve all or part of the personnel or equipment of the responding agency from mutual aid duty if, in the opinion of the officer of the requesting agency, the personnel or equipment is no longer needed in the requesting agency's jurisdiction.

The Umatilla/Morrow County Major Crime Team exists to provide collaborative investigative resources to partner agencies in the event an investigation exceeds the training, expertise or resources of the agency of jurisdiction. Because this is a specialized team, Addendum A covers the specifics of activation and responsibilities associated with this agreement.

4. Mutual Aid – Control and Direction of Personnel and Equipment

Once the responding agency decides to supply aid to a requesting agency, and then the requesting agency becomes fully responsible for the direction and control of the aid provided. This responsibility shall continue until the requesting agency terminates its

request for aid, the responding agency recalls the aid or withdraws from providing further aid to the responding agency.

The requesting agency shall designate an incident commander who shall be in command of the scene. The personnel and equipment of the responding agency shall be under the direction and control of the requesting agency until the requesting agency relieves the responding agency or the responding agency withdraws assistance. The incident supervisor shall designate radio channels. All agencies will follow the radio procedures of the dispatch center responsible for the communications of the requesting agency. "Plain Language" will be used in lieu of codes to communicate during all emergencies requiring a multiple agency response.

If the request for mutual aid involves an Interagency Team, the Team leader will report to the incident commander for directions as to where and when the team should be deployed, and any rules of engagement. The Incident Commander and Team Leader shall confer regarding the team's mission and its objectives. After agreeing upon the mission, the Team Leader shall deploy the team to accomplish the mission. Notwithstanding any other provision of this Agreement, the Team Leader shall retain supervision of his/her team at all times. The team Leader shall make decisions regarding tactical deployment of the team; however, the overall control and direction for the incident remains with the requesting agency. If the Incident Commander and Team Leader cannot agree upon the deployment of the team, either party may terminate the provision(s) of mutual aid, and withdraw aid.

If the request for mutual aid involves the request for a special tactics team or special skills team all members of the team are to be considered agents of the requesting agency for purposes of the Oregon Tort Claims Act, except as otherwise set forth in this document. The purpose of this provision is to require the requesting agency to defend and indemnify any such team in the event civil litigation arises from the actions of the team consistent with Section 5 of this Agreement.

The supervising officer of the responding agency or the Team Leader of an Interagency Team may recall all or part of the allocated personnel or equipment as needed. The supervising officer of the responding agency or the Team Leader of an Interagency Team shall withdraw from an incident if so directed by the incident commander.

5. Mutual Aid- Liability and Indemnity

A responding agency's refusal to provide mutual aid to a requesting agency, or a responding agency's recall of mutual aid already provided to a requesting agency, shall not be a basis upon which the requesting agency may impose liability for damages upon the responding agency.

The responding agency's employees shall be considered agents of the requesting agency for the purposes of the Oregon Tort Claims Act, during such times the responding agency's employees are providing mutual aid under this Agreement. Subject to the limits

of the Oregon Constitution and the Oregon Tort Claims Act, the requesting agency agrees to defend, hold harmless and indemnify the responding agency, its' respective administrators, directors, councilors, officers and employees from all liability, claims, causes of actions, demands, losses, or damages brought by a third party and arising from the provisions of mutual aid under this Agreement.

6. Mutual Aid – Workers Compensation

Each agency shall remain solely responsible for worker's compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the requesting agency.

Each agency will maintain worker's compensation coverage or self-insurance coverage on its personnel while they are providing assistance pursuant to this Agreement. Each agency agrees not to bring any claim, action, suit or proceeding against any agency involved in requesting or providing mutual aid to recover the cost of worker's compensation benefits paid to employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other agency, its officers, employees or volunteers.

7. Mutual Aid – Finance, Costs, and Accounting

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime, workers' compensation and death benefits, as if those employees were on-duty working directly for the agency by which he or she is employed.

Each responding agency shall pay for the ordinary wear, tear or routine maintenance of department owned equipment. Additionally, each responding agency shall pay for the repair or replacement of department owned property, if the property is damaged by the sole fault of an employee of the responding agency.

Expenses incurred such as travel, meals, lodging and other expenses not otherwise specifically mentioned herein shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

If a requesting agency needs mutual aid for an emergency event, such as flood, earthquake or other natural disaster, the requesting agency shall reimburse the responding agency for costs associated with providing the mutual aid. This clause includes wages, benefits, and overtime, if the responding agency provides mutual aid for more than twenty-four hours on any incident unless otherwise agreed to in advance.

8. Mutual Assistance – Liability

Notwithstanding any other provision of this Agreement, providing Mutual Assistance shall not be a basis for one agency imposing liability upon another agency. Each agency shall retain supervision and control of its officers at all times during the requesting, receiving or providing of Mutual Assistance. No agency requesting, receiving or providing Mutual Assistance shall be liable for the acts and omissions of any other agency as a result of requesting, receiving or providing Mutual Assistance.

9. Commencement and Duration of Agreement

This Agreement shall take effect when it has been signed by more than one of the parties to it. The Agreement shall be reviewed in January of every odd year.

10. Additional Parties

Any Oregon law enforcement agency not a party to this Agreement may become a party by signing the Agreement after being authorized to do so by its governing body. Upon signing the Agreement, the Agreement shall become binding.

11. Termination, Suspension, or Withdrawal from Agreement

Upon mutual consent of all parties, this Agreement may be amended or terminated at any time. Any party may withdraw from this Agreement upon giving a 30-day written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving mutual aid from any other participating agency.

12. Waiver

The failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision.

13. Captions

Captions and heading used in this Agreement are inserted for reference only, and are not intended to affect the interpretation or construction of the Agreement.

14. Partial Invalidity

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provisions of this Agreement are adjudged invalid, such adjudication shall not affect the remainder of the provision or the other provisions of this Agreement. If the remainder of the questionable provision

continues to conform to the terms and requirements of applicable law, and the intent of this Agreement it shall remain valid.

15. Amendments

Only a written instrument, executed by all of the parties to it may amend this Agreement.

16. Resolution of Disputes

Resolution of any dispute or disagreement concerning application of any provision of this Agreement shall be resolved according to the provisions of ORS Chapter 190.

17. Signatories' Authority to Enter into Agreement

Every person signing this Agreement hereby represents to all of the others that they are duly authorized by their respective unit of local government to enter into this Agreement.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF the parties, by the signatures of their authorized representatives, have executed this Agreement effective on the date shown below each signature.

City of Pendleton

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Hermiston

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Milton-Freewater

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Umatilla

By: _____
Printed Name: _____
Title: _____
Date: _____

*Confederated Tribes of the Umatilla Indian
Reservation*

By: _____
Printed Name: _____
Title: _____
Date: _____

Oregon State Police

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Stanfield

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Pilot Rock

By: _____
Printed Name: _____
Title: _____
Date: _____

City of Boardman

By: _____

Printed Name: _____

Title: _____

Date: _____

Umatilla County District Attorney

By: _____

Printed Name: _____

Title: _____

Date: _____

Morrow County District Attorney

By: _____

Printed Name: _____

Title: _____

Date: _____

Umatilla County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

Date: _____

Morrow County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

Date: _____

END SIGNATURE PAGES

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

SB 111

Meeting Date:

2020-10-20

Department:

Police

Director:

Darla Huxel

Contact Person:

Darla Huxel

Phone Number:

5419223789

Cost of Proposal:

NA

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

NA

Reviewed by Finance Department:

No

Previously Presented:

NA

Attachments to Agenda Packet Item:

[SB 111 Deadly Physical Force Plan 2020 - DRAFT](#)

[Draft Resolution Deadly Force Plan 2020.docx](#)

Summary Statement:

Discussion

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.

Umatilla County Deadly Physical Force Plan

Updated November 2020

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Members of the Planning Authority

Umatilla County District Attorney Daniel Primus, co-chair

Umatilla County Sheriff Terry Rowan, co-chair

Police Chief Jason Edmiston, Hermiston Police Department

Lieutenant Karl Farber, Oregon State Police

Officer ???, Pendleton Police Department

Umatilla County Citizen Susan McHenry

On ??/??/2020, this plan was approved by the Planning Authority and submitted for approval to governing bodies for the following jurisdictions:

Umatilla County

City of Hermiston

City of Milton-Freewater

City of Pendleton

City of Pilot Rock

City of Stanfield

City of Umatilla

Oregon State Police

PREAMBLE

The use of deadly physical force by law enforcement personnel is a matter of critical concern both to the public and to the law enforcement community. The purpose of this Plan is not to set the standards for the use of force, or to be a substitute for agency policy regarding use of force, but rather to provide a framework for a consistent response to an officer's use of deadly physical force that treats the law enforcement officer fairly, and promotes public confidence in the criminal justice system.

SECTION 1: ADMINISTRATION

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be six voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.
- (4) Any meeting of a quorum of the voting members of the Planning Authority is subject to Oregon's open meeting law(s).

SECTION 2: APPLICABILITY OF THE PLAN

- (1) This plan shall be applicable, as set forth herein, to any use of deadly physical force, by a police officer acting in the course of and in furtherance of his/her official duties, occurring within Umatilla County.

SECTION 3: DEFINITIONS

- Employing Agency -** Means the law enforcement organization or organizations employing the involved officer or officers.
- Plan -** Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies, and approved by the Attorney General. Any approved revisions shall become part of the Plan.
- Deadly Physical Force -** Means physical force that under the circumstances in which it is used, is readily capable of causing death or serious physical injury.
- Physical Injury -** Means impairment of physical condition or substantial pain that does not amount to "serious physical injury."
- Involved Officer –** Means the person whose official conduct, or official order, was the cause in fact of the death of a person. "Involved Officer" also means an officer/deputy whose conduct was not the cause in fact of the death, but who was involved in the incident before or during the use of deadly physical force, and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.

LEA of Primary Responsibility -

Means the agency with jurisdictional authority over the involved officer(s). The Law Enforcement Agency (LEA) of Primary Responsibility may relinquish the investigative role upon consultation with the District Attorney, and agreement from another agency to assume the investigative role.

Incident Commander -

Is the person responsible for directing and/or controlling resources by virtue of explicit legal, agency, or delegated authority.

SECTION 4: IMMEDIATE AFTERMATH

- (1) When an officer uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety of the officer and any member of the public.
 - a. After taking such steps, the officer shall immediately notify his or her agency of the use of deadly physical force.
 - b. Thereafter, the officer, if able, shall take such steps as are reasonably necessary preserve the integrity of the scene and to preserve evidence.
 - c. Upon request, the officer shall provide information regarding the circumstances as necessary to protect persons and property, preserve any evidence, and to provide a framework for the investigation.

SECTION 5: INVESTIGATION PROTOCOLS

- (1) There will be two investigations regarding officer(s) involved in a deadly force incident that occurs in Umatilla County. A criminal investigation will be conducted by a Law Enforcement Agency (LEA) of Primary Responsibility to determine if any criminal conduct occurred during the use of deadly physical force. The Employing Agency of the involved officer(s) will conduct a secondary administrative investigation regarding the policies of the parent agency.

If a deadly force incident involves one or more members of the multi-jurisdictional Blue Mountain Enforcement Narcotics Team (BENT), the Employing Agency of the involved officer(s) will be responsible for the administrative investigation. The agency of Primary Responsibility will be determined post incident by a minimum of two BENT Board members in consultation with the District Attorney.

If a deadly force incident involves one or more members of the Umatilla/Morrow County Major Crime Team, the Employing Agency of the involved officer(s) will be responsible for the administrative investigation. The agency of Primary Responsibility will be determined

post incident by an administrator of the Employing Agency in consultation with the District Attorney.

- (2) The LEA of Primary Responsibility will designate an Incident Commander. All the criminal investigative activities shall be directed and coordinated by the Incident Commander. The primary responsibility of the Incident Commander is direction and coordination of the entire investigation. The Incident Commander may request personnel from the LEA of Primary Responsibility or other partner agencies to his/her command.
- (3) The Incident Commander shall ensure that at least one officer not employed by the Employing Agency of the involved officer(s) is assigned as an active investigative participant until the conclusion of the criminal investigation.
- (4) The Incident Commander may activate and enlist the assistance of all or part of the Major Crime Team to assist in the investigation. The Incident Commander may enlist other specialized investigators such as, but not limited to, the Oregon State Police Crime Laboratory, scale diagram specialists, polygraph examiners, medical personnel, the Medical Examiner, the State Medical Examiner's Office, firearm experts, use of force experts, and other officers experienced in the criminal investigation of critical incidents to assist in the investigation.
- (5) The Incident Commander shall ensure that the investigation, at a minimum, consists of:
 - a. Eyewitness interviews.
 - b. Evidence collection.
 - c. Background interviews.
 - d. Involved Officer(s) interview(s).
- (6) The Incident Commander shall ensure that the investigation is documented in written reports, and that the reports are filed with the LEA of Primary Responsibility, the Employing Agency and the District Attorney.

SECTION 6: CRIMINAL INVESTIGATION

When an officer uses deadly physical force, in addition to the requirements of Section 4 (1) of this Plan, and notwithstanding agency policy, the following provisions apply:

- (1) Upon arrival of additional officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4 (1) of the Plan, and the duties shall be re-assigned to uninvolved police personnel.

(2) As soon as practicable, each Involved Officer shall leave the scene, as directed by his or her supervisor, and be offered the opportunity for medical treatment as necessary. If the officer is not in need of medical treatment, the officer shall be taken to a local police or sheriff's office. If requested by the Involved Officer, the officer's union representative shall be notified.

(3) The Involved Officer(s) duty weapon(s) will be collected at an appropriate time and place. If possible, the weapon(s) will be collected away from the scene and at a time when the weapon(s) can be replaced. The weapon(s) should be collected holstered, in order to maintain evidentiary value, condition of the weapon(s) and trace evidence. The Employing Agency will be responsible for the replacement of the Involved Officer's duty weapon. When other officers are present during the use of deadly physical force, their duty weapon(s) should be checked to determine if they had been "fired" or not.

(4) Interview of an "Involved Officer":

As used in this section, "interview" refers to the formal interview of the involved officer by assigned investigative personnel that occurs no sooner than 24 hours after the incident. An involved officer should seek counsel before providing their statement.

a. The waiting period does not preclude an initial on-scene conversation with the involved officer(s) to assess and make an initial evaluation of the incident. Questions of the officer(s) should be limited to public safety, security issues, tactical issues, outstanding suspects and weapons, injured people, identity of those involved and physical evidence urgency.

b. The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies, separate the involved officer(s) and assign someone to stay with the involved officers until investigative personnel can obtain a preliminary statement. The purpose in obtaining this statement will be to determine public safety information (e.g. outstanding subjects, location of evidence, direction of travel, etc.).

c. The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation as determined by the Incident Commander shall be permitted access to the scene. When it is determined that no evidence will be contaminated or destroyed, the officer(s) involved in the incident may be asked to participate in a "walk through" to assist in the investigation.

(5) For at least 72 hours immediately following an incident in which deadly physical force was used by a police officer, the Employing Agency shall not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force.

- a. Officer(s) involved in discharging his or her firearm, as a result of a deadly force situation, shall immediately be placed on administrative leave until such time as sufficient information exists to determine the justification in the use of deadly physical force, and/or the officer(s) have been provided the opportunity to attend mental health counseling or have been evaluated to determine the officer's fitness for duty.
- (6) After consultation with the involved officer, the Employing Agency or officer shall notify the officer's family according to departmental policy regarding such notification.
- (7) In the 6 months following a use of deadly physical force incident, the Employing Agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling by a licensed mental health counselor, of the officer's choice.
 - a. At agency expense, the involved officer(s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
 - b. The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (8) As soon as practicable after the arrival of a supervisor, notification shall be made to the District Attorney as provided in Section 7 (1) of this Plan.
 - a. This provision does not prevent the Employing Agency from requiring additional notification requirements within their respective agency policies.
- (9) The assignment of outside investigative personnel does not preclude the Employing Agency involved from conducting a concurrent investigation for administrative purposes as established by that agency. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (10) In order to preserve the integrity of the investigation and prosecution, if one occurs, the Incident Commander or his/her designee shall ask all involved officers to refrain from making public statements about the investigation, until such time as the investigation has concluded, and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.
- (11) The Employing Agency, cooperation with the District Attorney, shall designate a representative to make an initial public statement about the incident. Such statement shall include:
 - a. The time and place of the incident.
 - b. The condition of any suspect.
 - c. The nature of the use of deadly physical force.

- (12) Prior to a final determination being made by the District Attorney, the District Attorney and the LEA of Primary Responsibility shall consult with each other before releasing any additional information concerning the investigation.

SECTION 7: DISTRICT ATTORNEY

- (1) When an incident of the use of deadly physical force by an officer occurs, the Employing Agency shall, as soon as practicable, notify the District Attorney's Office.
- a. Notification shall be made to the District Attorney, or senior member of the District Attorney's staff as determined by the District Attorney.
- (2) When a use of deadly physical force by an officer occurs, the District Attorney, and/or designee of his/her staff, will consult with the Employing Agency regarding the investigation and implementation of the other elements of this plan.
- (3) The District Attorney has the sole statutory and constitutional duty to make the decision on whether to present a matter to a Grand Jury.
- a. Preliminary Hearings will not be used as a method of reviewing an officer's use of deadly force.
 - b. The District Attorney will consult with the investigating agency and make the decision on whether to present the case to a Grand Jury.
 - i. The timing of the decision will be made by the District Attorney at such time as he has determined that sufficient information is available to competently make the decision.
 - c. If the District Attorney decides to present a case to the Grand Jury, the District Attorney shall promptly notify the investigating agency, the involved officer's agency, and the involved officer's representative.
 - d. If the District Attorney decides that the investigation reveals that the officer's use of deadly physical force was justified under Oregon Law, and that Grand Jury review is unnecessary, the District Attorney shall so notify the Employing Agency of the officer, the involved officer's representative and the public.

SECTION 8: DEBRIEFING

The use of deadly physical force by an officer has the potential to create strong emotional reactions, which have the potential to interfere with an officer's ability to perform his/her duties. These reactions may be manifested immediately, or over time. Further, these reactions may occur not only in officer(s) directly involved in an incident, but also in other officers.

The requirements of this section provide a minimum framework, and are not intended to take the place of the Employing Agency's policies, rules and regulations. Agencies are encouraged to develop formal procedures to deal with an officer's stress in response to a deadly force incident.

- (1) At the conclusion of the investigation the Incident Commander shall ensure that adequate time is allotted for a full critique of the operational effectiveness of the investigation and the plan. The critique shall be held in private and shall be attended by investigators or other personnel who were actively involved in the investigation.
- (2) The Incident Commander shall submit an after-action report to the LEA of Primary Responsibility and the Umatilla County Deadly Force Planning Authority after every deadly force incident.
- (3) The Incident Commander shall assure that the appropriate information is collected and provided to the District Attorney. The District Attorney will then submit the report to the Attorney General's Office. The report will include the date, time and location of the incident, the name, gender, race, ethnicity and age of the decedent, and a brief description of the circumstances surrounding the incident.

SECTION 9: EDUCATION, TRAINING, OUTREACH

- (1) The Department of Public Safety Standards and Training requires 8 hours per year, 24 hours over a 3-year period of training in "firearms" and "use of force" disciplines. Each agency subject to this Plan shall require a minimum of 4 hours per year, 12 hours over a 3-year period, of training dedicated to use of force. The training must include education on the agency's use of force policy and the Deadly Physical Force Plan. This training may also include, but is not limited to:
 - a. Defensive Tactics
 - b. Tactical Shooting
 - c. SWAT training
 - d. Use of Force in making an arrest
 - e. Use of non-lethal force
 - f. Range 3000
 - g. In-service and Briefing Training
 - h. Confrontational Simulation
- (2) Upon adoption of this Plan, partner agencies shall take steps to publicize the Plan to their respective communities.

- (3) At least once per calendar year the District Attorney’s Office shall provide their Attorneys training on the use of force by law enforcement officers, the investigation of such incidents and the Deadly Physical Force Plan.
- (4) At least once per calendar year, the Planning Authority shall conduct outreach intended to educate the media, government bodies and members of the Umatilla County community in the use of force by law enforcement officers and the investigation of such incidents.
- (5) Prior to the adoption of this Plan, the Planning Authority shall take steps to engage the Umatilla County community in a discussion regarding the purpose of this Plan, and the elements contained therein. Such steps shall include, but are not limited to general public release of the draft, discussion with the media, providing the draft to agency employees, union representatives, elected officials, and members of relevant boards or commissions.

SECTION 10: FISCAL IMPACT

- (1) At the conclusion of each fiscal year following the adoption of the Plan, each agency shall submit to the administrator of the Plan, a report outlining the fiscal impact each element of the Plan as described in sections (a) to (e) of Section 2 (4) of Senate Bill 111, Oregon Laws 2007.

SECTION 11: PLAN REVIEW

- (1) The Planning Authority will meet annually to review and discuss the operation of the Plan.
- (2) If a revision of the Plan becomes advisable, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by statute.

County of Umatilla District Attorney

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Pendleton

Signature: _____

County of Umatilla Sheriff

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Hermiston

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Milton-Freewater

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Stanfield

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Oregon State Police

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

City of Umatilla

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Pilot Rock

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. PD-2021

**A RESOLUTION ADOPTING THE UMATILLA COUNTY PLANNING AUTHORITY'S
USE OF DEADLY PHYSICAL FORCE PLAN IN ACCORDANCE WITH SENATE
BILL 111**

WHEREAS, Senate Bill 111, passed by the 2007 Oregon Legislature and approved by the Governor requires every law enforcement agency in the state to adopt a policy dealing with the use of deadly force by its police officers; and

WHEREAS, Senate Bill 111 appoints Sheriff's and District Attorneys as co-chairs of a county law enforcement Planning Authority that must complete and submit to the governing bodies of each law enforcement agency a proposed plan about the use of deadly physical force on or before July 1, 2008; and

WHEREAS, under Senate Bill 111, the governing body of each law enforcement agency shall approve or disapprove the plan, but may not amend the plan within sixty (60) days after receiving the plan; and

WHEREAS, the Umatilla City Council is the governing body for the City of Umatilla Police Department; and

WHEREAS, in accordance with Senate Bill 111, the Umatilla County law enforcement Planning Authority has submitted an updated use of deadly physical force plan to the Umatilla City Council for approval or disapproval.

THE CITY COUNCIL DOES RESOLVE AS FOLLOWS;

That the Umatilla County Planning Authority's use of deadly physical force plan attached hereto is hereby approved.

ADOPTED by the City Council on 3rd day of November, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder