

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
MAY 18, 2021
6:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY MANAGER REPORT**

4.a [Public Works Quarterly Report](#) *Suggested Action: Discussion & Report Only*

Online version can be viewed [HERE](#).

4.b [Introduction of Local Business Grant Program and update on Facade Grant Program](#)
Suggested Action: None

5. **CONSENT AGENDA**

5.a [Resolution 52-2021](#). A Resolution authorizing the City Manager to sign a five year license renewal with the United States Army Corps of Engineers for License No. DACW57-3-21-0009 for land that the City commonly refers to as 3rd St. Park. *Suggested Action: Motion to Approve*

6. **NEW BUSINESS**

6.a [Resolution No. 50-2021](#) - A resolution authorizing the City Manager to sign a Grant Agreement between the State of Oregon through Oregon Tourism Commission and the City of Umatilla for the replacement of the Nugent Park restroom. *Suggested Action: Motion to approve resolution 50-2021.*

The City applied for and was awarded a grant in the amount of \$100,000 for a total project cost of \$224,989 to replace the Nugent Park restroom. This project, with corresponding funds are in the proposed budget that has been unanimously recommended by the Budget Committee for adoption for next fiscal year. The project will be completed no later than November 30, 2021.

6.b [Resolution No. 51-2021](#) - A resolution authorizing the Finance & Administrative Services Director to sign a Memorandum of Understanding between the State Library of Oregon and the Umatilla Public Library *Suggested Action: Motion to approve Resolution No. 51-2021.*

6.c [Resolution 53 - 2021](#). A Resolution to enter into an Intergovernmental Agreement (IGA) with the City of Hermiston, City of Stanfield, City of Echo, and Umatilla County for Government Affairs and Lobbying Services. *Suggested Action: Motion to Approve.*

In an effort to work together for the improvement of the Cities and County in West Umatilla County, the four cities and Umatilla County will enter into this IGA to more closely work together in seeking projects and legislative priorities that we collectively hope to strengthen the West County area.

- 6.d [First Reading of Ordinance No. 844 - An Ordinance Revising the Library Board's Duties and Responsibilities by Amending Title 2, Chapter 3 of the City of Umatilla Municipal Code](#) *Suggested Action: First Reading & Discussion.*
- 6.e [Ordinance No. 844 - An Ordinance Revising the Library Board's Duties and Responsibilities by Amending Title 2, Chapter 3 of the City of Umatilla Municipal Code](#) *Suggested Action: Motion to adopt Ordinance No. 844.*

7. **DISCUSSION ITEMS**

- 7.a [Transient Room Tax, Tourism Promotion Assessment, EOTEC, and Other Tourism Promotion Options](#) *Suggested Action: Discussion Only.*
- 7.b [RESOLUTION XX-2021. A Resolution entering into a new Employment Agreement with David Stockdale for City Manager Services.](#) *Suggested Action: Discussion Only. This proposal was reviewed by the Personnel Committee on April 14, 2021 with Unanimous Approval to bring it before City Council for consideration.*

The City and David Stockdale entered into an Employment Agreement effective October 16, 2018 for City Manager Services. That agreement is scheduled for review no later than October 1, 2021. As part of the annual budget process, all City staff positions were reviewed to consider market analysis and overall compensation. As part of that budget process the Police Union entered into a new Collective Bargaining Agreement, a market rate adjustment of approximately 16% was provided to Grade Level M, and a 2% COLA was also provided for all other employees Grade Level A through L with all new compensation levels effective July 1, 2021.

A similar market analysis was performed (attached) on City Manager Compensation for Oregon cities with populations between approximately 5,000 - 20,000 with an annual budget of at least \$20 million. The result of this analysis showed that although Umatilla has the 6th largest budget for FY22, it ranks 12th in total FTE and 14th in City Manager compensation (among other compensation factors).

In addition to the market analysis, Mr. Stockdale has consistently received significant "Exceeds Expectations" performance evaluations since joining the City. When considering Mr. Stockdale's Performance Evaluations and the City Manager Compensation Analysis, this new agreement proposes a Salary and Benefits compensation package that more closely aligns with the market and his job performance, while also providing significant assurances to the City of continuity in leadership by committing Mr. Stockdale to a five (5) year agreement with a two (2) year automatic renewal option.

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

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|---|------------------------------------|
| Agenda Title: Public Works Quarterly Report | Meeting Date: 2021-05-18 |
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|------------------------------------|-----------------------------------|---|----------------------|
| Department: Public Works | Director: Scott Coleman | Contact Person: Scott Coleman | Phone Number: |
|------------------------------------|-----------------------------------|---|----------------------|

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|---------------------------------|---|
| Cost of Proposal: n/a | Fund(s) Name and Number(s): N/A |
| Amount Budgeted: n/a | |

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|--|-------------------------------------|
| Reviewed by Finance Department: No | Previously Presented: n/a |
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Attachments to Agenda Packet Item:

[Public Works 3rd Quarter 2021.pdf](#)

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| Summary Statement: Discussion & Report Only Online version can be viewed HERE . |
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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. |
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CITY OF UMATILLA

PUBLIC WORKS DEPARTMENT QUARTERLY REPORT

Second and Third Quarter Fiscal Year 2020-2021

Quarter Ended December 31,2020 and March 31,2021

A lot has happened since my last report. We stayed busy through the winter with cleanup of wind storms and were fortunate that the snow and freezing rain stayed away for the most part. We did have a few days of applying deicer to the city streets but nothing like years past. We have added a lot of work to our schedule as we have purchased Big River Golf Course and taken over operation and maintenance of the Umatilla Marina and RV Park along with all of the normal work that we have always had. Fortunately for the us we have found some exceptional employees to our already hard-working staff. With all of the additional responsibilities and the windy spring we are behind as with a normal spring. We are gaining on the list and hope to have the city looking sharp.

Sincerely,

Scott Coleman
Public Works Director



Water Dept. Updates

Duane, Jason and Casey have been really busy. We had our sanitary inspection from Oregon Health Authority (OHA) a couple of weeks ago and we haven't received our final report but the inspector was very complimentary of our facilities especially with the age of the infrastructure and how well the team maintains it. Along with the normal day to day operations the crew has been installing new meters and updating old ones. We have been working with our engineers at JUB to develop of Water Master Plan for modeling and future development. As you can imagine this takes a lot of time away from a normal day.



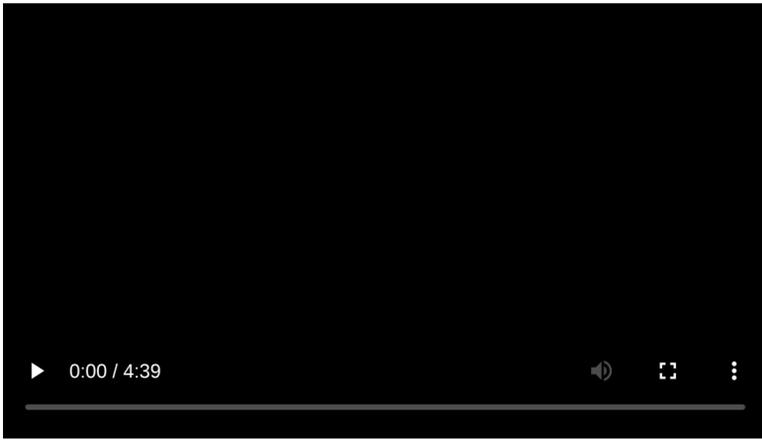
Sewer Department Updates

Lupe and Matt have been training and showing our new employee Hazael Mejia our system at the WWTP. Hazael brings a lot of experience from other waste water facilities and has already been a great help to the crew. We are really excited to start the waste water feasibility study with JUB to design and build the new upgrades to the WWTP. Although this will be a little while down the road we will be bringing some new cutting-edge technology and operations to the region

Parks Department Updates

Parks Dept. has also added some new faces to the team. Nate Bighill has been working mainly with the parks crew but will be floating around between parks, water, and streets. The team has been busy with updates to Nugent Park ball field and the surrounding area. This upcoming summer, we will remove the existing restroom and replace it with an all-new 4-stall family style ADA compliant restroom that will also have a small updated surrounding sidewalk and basic landscapes. We will also be completing the dugouts and replacing the concession/broadcast building within the next six months. I could not be more proud of the job that Leon did in leading the crew to get this park ready for the Home Run Derby. Chris, Derek, and Raul spent countless hours making it really shine. A lot of really nice compliments came from the residents of Umatilla as well as the surrounding communities.





6th Street Project

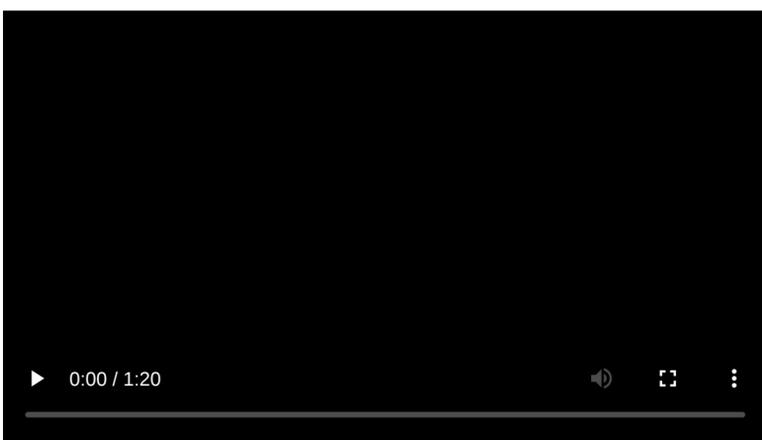
The 6th Street Project is nearly complete. We have a few light poles and trees left to plant but all-in-all it appears to be an overwhelming success. Construction is never easy and as many times as I can remind people that it will be slow and messy there are still a few who seem perhaps too happy to share their frustrations. Hopefully by the end of this summer it will all be a distant memory. We appreciate all of your support as I know you heard from a lot of residents. *(This video was taken prior to the improvements made between L and Switzler)*



Street Department Update

The Street Dept. continues to be a challenge. Funding for large projects is still not available and although we are working toward getting to those very needed large projects, the 6th St. Project did significantly set our overall budget back. On the bright side, we have been able to purchase some new equipment that is already making very positive impacts to our operations and we continue to set money aside for other important equipment to be used for streets. We have started some pothole patching and crack sealing, but we have a lot to get to.

We have hired Mike Pomeroy in Streets and with the help of some other crew members we will be working on the streets all summer.



Cemetery Update

We are continuing to work on our cemeteries. The spring gives us its own challenges but they will be in top notch condition and ready for Memorial Day.



Big River Golf Course

I am pleased to announce that Gunnar Olsen has agreed to stay on as Greens Keeper and Superintendent of Operations and Maintenance at Big River Golf Course. Gunnar is a hard worker and with his knowledge and expertise I know we can make that course one of the nicest in the area. We have added a fulltime employee, Trevor Hammermiester, as well. Trevor has great experience in Parks maintenance and is a valuable asset. Saul Solorzano is our new fulltime seasonal employee at the course and has a background in lawn and turf maintenance. With the additional budget and equipment, we know this course is going to be awesome.



Umatilla Marina and RV Park

With our newest addition to the city inventory of Operation and Maintenance the Umatilla Marina and RV Park is the gem of our city. We are excited about the improvements, both small and large, that are in store there, along with getting the park into Destination Location condition. We have recently hired Chet Horman to head up the Operation and Maintenance of the park and look forward to his work ethic and know-how to get things really popping there. Trevor TenEyck was hired as his fulltime seasonal employee and along with our other dedicated parks staff we certainly anticipate this park to be the talk of the town in no time.



PUBLIC WORKS QUARTERLY REPORT

www.umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

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|--|------------------------------------|
| Agenda Title: Introduction of Local Business Grant Program and update on Facade Grant Program | Meeting Date: 2021-05-18 |
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|---|-------------------------------------|--|----------------------|
| Department: City Administration | Director: David Stockdale | Contact Person: Dave Stockdale | Phone Number: |
|---|-------------------------------------|--|----------------------|

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| Cost of Proposal: \$225,000 in FY21/22 | Fund(s) Name and Number(s): General Fund - 01 |
| Amount Budgeted: \$225,000 | |

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|---|---|
| Reviewed by Finance Department: Yes | Previously Presented: 03/16/21 and 04/20/21 |
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Attachments to Agenda Packet Item:

[Local Business Grant Application.docx](#)

[DRG App Rev 4-27-21.docx](#)

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|-----------------------------------|
| Summary Statement: None |
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| Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth. |
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City of Umatilla

Local Business Grant



Program Details

- Target projects are those that will add considerable new assessed value
- \$225,000 total grant funds available in Fiscal Year 2021-2022 {July 1- June 30}
- Maximum grant: \$27,500 // Minimum Project Cost: \$5,000
 - Additional application/projects per property may be considered, but in a competitive scenario, preferences will be given to properties that have not already received grant funding in the same fiscal year.
- Local Business Grant reimburses up to 75% of the eligible project costs.
- Grant awards are recommended by the Community Development Department and are awarded by the City Council, at their sole discretion. Funds will be provided on a reimbursement basis.
- Grant applications are accepted year-round and are recommended for award to City Council quarterly on the first Tuesday of March/June/Sept/Dec. Applications received after the 15th of Feb/May/Aug/Nov, will be considered in the next quarter. Notice of Recommendation of Award will be provided at least one week prior to going before City Council.
- Approved projects must be completed within one year of formal approval, unless otherwise agreed to in writing.

Property/Applicant Eligibility

Grants may be awarded to a property owner or business tenant provided there is a signed lease agreement or letter of intent to lease in place between owner and tenant, which must be submitted together with the application, with a duration of at least one year. Additionally, the following criteria must be met:

- Property must be located inside in City limits
- All for-profit and nonprofit organizations are eligible to apply.
 - Priority funding given to for-profit organizations.
 - Priority funding is also given to local and regional businesses over national chains/franchises.

Eligible Projects

- Acquisition of real property as determined by County Assessor's Real Market Value or bona fide appraisal completed within the previous 12 months. Application must be accompanied by a viable development plan and timeline.
- Design Services (site planning, architectural, etc.)
- Site Prep {environmental, cultural, demolition/excavation/grading, etc.}
- System Development Charge Reduction or Waiver
- Interior Improvements (paint, flooring, fixtures, walls/ceilings,) (*does not include energy improvements*).
- Commercial Equipment (refrigeration, kitchen equipment, office furniture, etc.)
- Façade Improvements (street facing elevations)
- Other improvements as approved by staff/Council as aligned with program goals

Process

1. A pre-application consultation with the Community Development Department (CDD) is recommended, but not required.
2. Identify scope of work and obtain bids as needed.
3. CDD requires at least one bid at the time of application. CDD reserves the right to require additional competitive bids prior to the commencement of any approved work.
4. Complete and return Application with supporting documents.
5. Council determines grant award. If approved, CDD will issue a Notice of Award, which may include funding conditions, with a defined award amount.
6. Obtain additional bids, regulatory approvals, and permits as needed.
7. Contract for approved scope of work.
 - Applicants may complete some onsite work themselves, with CDD approval. However, components of projects requiring building permits must be completed by a licensed and insured contractor. Labor performed by applicant will be considered in-kind match toward the total project cost according to the Federal Independent Sector Volunteer Rate (currently \$28.54/hour).
8. Complete final inspection and close permits. Completed work is reviewed by CDD, as necessary.
9. Funds are disbursed to applicant on a reimbursement basis after all funding conditions have been met and paid invoices are submitted and reviewed by CDD.
 - CDD will hold 10% of all project awarded funds until project completion.
 - No more than 3 reimbursement requests per project.

Goals

Projects should accomplish one or more of the goals listed below. Projects that do not have a clear or direct connection of these goals may be funded at a lower level or not at all.

- Grow taxable/assessed values, especially through new development projects {not required}
- Add pedestrian oriented amenities
- Visually enhance the building and business district
- Convert/create upper-level resident space for occupancy
- Fill commercial space vacancies
- Attract/accommodate new businesses that encourage walkability connections between businesses, especially retail and businesses open after 5:00pm
- Create jobs
- Enhancement or Preservation of existing architectural features

Local Business Grant Application

Date Received: _____



BUILDING/BUSINESS NAME: _____

ADDRESS: _____

Please include the following items to complete your application:

- Application with Owner Authorization {if the Applicant is not the property owner}
- Lease Agreement or Letter of Intent to Lease between property owner and tenant
- "Before" photographs of the property
- Any architectural drawings, plans, elevations, or sketches related to this project {for construction projects}
- Proof of funds needed to complete proposed project
- Applicants W-9

Applicant Information

| | | | |
|------------------|--|-------------------|--|
| Name: | | Property Address: | |
| Mailing Address: | | | |
| Phone: | | Email: | |

Property Owner Information (If different from Applicant)

| | | | |
|------------------|--|-------------------|--|
| Name: | | Property Address: | |
| Mailing Address: | | | |
| Phone: | | Email: | |

Business Information

Describe the business that occupies or will occupy the improved space. Please include hours of operation and the anticipated hours with the most customers/traffic:

About the Proposed Project

Describe the proposed project:

How does your proposed project help the City accomplish its goals and objectives?

Number of New Jobs Created: _____

What other relevant information would you like to share regarding your project and why it should be funded?

Public Information Notice

All information submitted by Applicants shall be public records and subject to disclosure pursuant to the Oregon Public Records Act {ORS 192.410 et seq.}, except such portions for which Applicant requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the Applicant claims constitutes a “trade secret” or is “confidential” must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it “CONFIDENTIAL,” and provide separate notice in writing of the status of this material to the official contact.

Owner Authorization (Only required if Applicant is not the property owner)

I, _____, am the owner of the property located at _____ in Umatilla, Oregon. I hereby give authorization for _____, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences.

Name of Owner: _____

Signature of Owner: _____ // Date: _____

Statement of Understanding and Certification by Applicant

I, _____, {The Applicant} certify that I am authorized to sign on behalf of the Applicant entity. I understand that the City Council must approve the proposed project, with Notice of Award issued in writing, in order to be eligible for reimbursement. Certain changes or modifications may be required by CDD prior to final approval. A Notice of Award will not be issued before the CDD has received the necessary bids for the approved work. Any work started before the Notice of Award is issued may not be eligible for reimbursement. Furthermore, changes to the scope of work must be approved by CDD prior to initiating the work in order for that work to be eligible for reimbursement.

If approved, the applicant hereby authorizes the CDD, and those acting within the City’s authority, to use before and after photographed images of this project, both in print and online.

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant’s knowledge. Verification of any of the information contained in this application may be obtained by staff.

Projects including funds for acquisition of real property must maintain ownership of said property for a term of five years from the Notice of Award. If transfer or sale of property occurs within five years applicant shall repay in full all funds used for acquisition of property to the City.

Name of Applicant: _____

Signature of Applicant: _____ // Date: _____





City of

Downtown Revitalization Grant Program

Program Details

Welcome to the City of Umatilla Downtown Revitalization Grant Program. This program is available to commercial and mixed-use building in the Downtown District. The City has set aside funds to provide up to \$26,500 annual match for eligible improvements.

- Funds are limited to the annual budget process
- Minimum grant match is 25%
- Applications accepted twice a year
 - May 15th – May 31st
 - October 15th – October 31st
- Projects must be completed within 6 months of formal approval
- In order to encourage multiple businesses to apply and to disperse the distribution across several business, no applicant may
 - Receive more than three awards over the past four years, and
 - Receive more than \$52,500 in total awards over the past four years, and
 - Receive more than two awards per round (applicant may apply for more than one grant per round if they can clearly demonstrate that they have two unique improvement projects)

Property/Applicant Eligibility

Grants may be awarded to a property owner or business tenant provided there is a signed lease agreement or letter of intent to lease in place between owner and tenant, which must be submitted together with the application, with a duration of at least one year. Additionally, the following criteria must be met:

- Property must be in the Downtown Zone
- All for-profit and nonprofit organizations are eligible to apply.
 - Priority funding given to for-profit organizations.
 - Priority funding is also given to local and regional businesses over national chains/franchises.

Eligible Projects

- Façade Improvements {street facing elevations} that contribute to pedestrian comfort, visual appeal of downtown buildings, and ultimately will attract more customers to the downtown core.
- Other improvements as approved by staff/council as aligned with program

Process

1. Contact CDD (Community Development Department) to determine eligibility and discuss potential project scope of project.
2. Identify scope of work and obtain bids as needed.
 - CDD requires at least one bid at the time of application. 2-3 competitive bids may be required before approved work may commence. This will be determined at staff's full discretion and communicated in a Notice of Award at the time of decision. Projects exceeding \$10,000 will automatically require at least 2 competitive bids before approved work may commence.
3. Complete and return Application with supporting documents.

4. Council will make award decision. If approved, CDD issues a Notice of Award, which may include funding conditions, with a defined award amount.
5. Obtain additional bids, regulatory approvals, and permits as needed.
6. Contract for approved scope of work.
 - Applicants may complete some onsite work themselves, with CDD approval. However, components of projects requiring building permits must be completed by a licensed and insured contractor. Labor performed by applicant will be considered in-kind match toward the total project cost according to the Federal Independent Sector Volunteer Rate (currently \$28.54/hr).
7. Complete final inspection and close permits. Completed work is inspected by CDD as necessary.
8. Funds are disbursed to applicant on a reimbursement basis after all funding conditions have been met and paid invoices are submitted and reviewed by CDD.
 - CDD will hold 10% of all project awarded funds until project completion.
 - No more than 3 reimbursement request per project.

Goals

Projects should accomplish one or more of the goals listed below. Projects that do not have a clear or direct connection of these goals may be funded at a lower level or not at all.

- Grow taxable/assessed values, especially through new development projects {not required}
- Add pedestrian oriented amenities
- Visually enhance the building and business district
- Convert/create upper-floor space for occupancy
- Enhancement or Preservation of existing architectural features

Downtown revitalization application

Date Received: _____



BUILDING/BUSINESS NAME: _____

ADDRESS: _____

Please include the following items to complete your application:

- Application with Owner Authorization {if the Applicant is not the property owner}
- Lease Agreement or Letter of Intent to Lease between property owner and tenant
- "Before" photographs of the property
- Any architectural drawings, plans, elevations, or sketches related to this project {for construction projects}
- Proof of funds needed to complete proposed project
- Applicants W-9

Applicant Information

| | | | |
|------------------|--|-------------------|--|
| Name: | | Property Address: | |
| Mailing Address: | | | |
| Phone: | | Email: | |

Property Owner Information (If different from Applicant)

| | | | |
|------------------|--|-------------------|--|
| Name: | | Property Address: | |
| Mailing Address: | | | |
| Phone: | | Email: | |

Project Information

Project Name: _____

Project Start Date: _____ Anticipated Completion Date: _____

Project Cost: _____

Please provide a general description of the overall project scope.

Public Information Notice

All information submitted by Applicants shall be public records and subject to disclosure pursuant to the Oregon Public Records Act {ORS 192.410 et seq.}, except such portions for which Applicant requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the Applicant claims constitutes a “trade secret” or is “confidential” must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it “CONFIDENTIAL,” and provide separate notice in writing of the status of this material to the official contact.

Owner Authorization (Only required if Applicant is not the property owner)

I, _____, am the owner of the property located at _____ in Umatilla, Oregon. I hereby give authorization for _____, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences.

Name of Owner: _____

Signature of Owner: _____ // Date: _____

Statement of Understanding and Certification by Applicant

I, _____, {The Applicant} certify that I am authorized to sign on behalf of the Applicant entity. I understand that the City Council must approve the proposed project in writing in order to be eligible for reimbursement. Certain changes or modifications may be required by staff prior to final approval. A Notice of Award will not be issued before CDD has received the necessary bids for the approved work. Any work started before a Notice of Award is issued may not be eligible for reimbursement. Furthermore, changes to the scope of work must be approved by CDD prior to initiating the work in order for that work to be eligible for reimbursement.

If approved, the applicant hereby authorizes CDD, and those acting within the City’s authority, to use before and after photographed images of this project, both in print and online.

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant’s knowledge. Verification of any of the information contained in this application may be obtained by staff.

Name of Applicant: _____

Signature of Applicant: _____ // Date: _____



CITY OF UMATILLA, OREGON

AGENDA BILL

| | |
|--|------------------------------------|
| Agenda Title: Resolution 52-2021. A Resolution authorizing the City Manager to sign a five year license renewal with the United States Army Corps of Engineers for License No. DACW57-3-21-0009 for land that the City commonly refers to as 3rd St. Park. | Meeting Date: 2021-05-18 |
|--|------------------------------------|

| | | | |
|---|-------------------------------------|---|----------------------|
| Department: City Administration | Director: David Stockdale | Contact Person: David Stockdale | Phone Number: |
|---|-------------------------------------|---|----------------------|

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|---------------------------------|---|
| Cost of Proposal: n/a | Fund(s) Name and Number(s): General Fund - 01 |
| Amount Budgeted: n/a | |

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|--|-------------------------------------|
| Reviewed by Finance Department: No | Previously Presented: n/a |
|--|-------------------------------------|

Attachments to Agenda Packet Item:

[RES_52-2021_Corps_License_Renewal.docx](#)

[3rd St. License Agreement.pdf](#)

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| Summary Statement: Motion to Approve |
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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. |
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RESOLUTION NO. 52 – 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A FIVE YEAR LICENSE RENEWAL WITH THE US ARMY CORPS OF ENGINEERS FOR LICENSE NO. DACW57-3-21-0009 FOR LAND THAT THE CITY COMMONLY REFERS TO AS 3RD ST. PARK

WHEREAS, The City of Umatilla currently operates and maintains 3rd St. Park in accordance with the terms provided by a five (5) year license with the United States Army Corps of Engineers (USACE),

WHEREAS, the current license expired on March 31, 2021 and the City desires to renew this license for an additional five year term to expire March 31, 2026,

WHEREAS, this license shall be for the construction, operation, and maintenance of the premises for the benefit of the general public in accordance to the terms and conditions as set forth in the license agreement.

NOW THEREFORE, BE IT RESOLVED BY THE UMATILLA CITY COUNCIL:

1. The City Manager is authorized to sign a five (5) year license renewal for License NO. DACW57-3-21-0009 with the United States Army Corps of Engineers, and
2. This approval is ratified to an effective date of April 1, 2021.

PASSED by the City Council and **SIGNED** by the Mayor this 18th day of May, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

DEPARTMENT OF THE ARMY LICENSE

JOHN DAY LOCK AND DAM PROJECT

UMATILLA COUNTY, OREGON

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of the general administrative authority of the Secretary, hereby grants to the **City of Umatilla**, duly organized and existing under and by virtue of the laws of the State of Oregon, with its principal office at 700 Sixth Street, Umatilla, Oregon 97882, hereinafter referred to as the grantee, a license for the public recreation over, across, in and upon lands of the United States, as identified and described on **EXHIBIT "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of **five (5) years**, beginning **April 1, 2021** and ending **March 31, 2026**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the grantee to: The City of Umatilla, Post Office Box 130, Umatilla, OR 97882 and if to the United States, to the District Engineer, Attention: Chief of Real Estate, Portland District, PO Box 2946, Portland, Oregon 97208-2946; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives. Any reference to "Operations Manager" shall be interpreted to be the Corps of Engineers

Operations Manager, John Day Lock and Dam Project, Oregon, and include his/her duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupancy of the premises shall be subject to the general supervision and approval of the District Engineer, Portland District, hereinafter referred to as said officer, and subject to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY - DELETED

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. EXECUTIVE ORDER 13658

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Licensee and any reference to "contract" shall refer to the License.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding.

The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/Contractor Debarment.

In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

h. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h) (1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees.

(1) In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

- (i) The employer must inform the tipped employee in advance of the use of the tip credit;
- (ii) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (iii) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (iv) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

I. Anti-retaliation.

It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice.

The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

18. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made,

contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

19. EXECUTIVE ORDER 13706

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Licensee and any reference to "contract" shall refer to the License. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding.

The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation;

other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment.

In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave.

Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or;

(iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver.

Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

I. Notice.

The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards.

Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

20. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

21. SPECIAL CONDITIONS

a. In the event this license is renewed by a similar instrument, then Condition No. 12 hereof, will not be applicable.

b. This license replaces DACW57-3-16-0015 which was granted to the City of Umatilla for a five (5) year term beginning April 1, 2016 and ending March 31, 2021.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2021.

AMANDA J. DETHMAN
Chief of Real Estate
Real Estate Contracting Officer

THIS LICENSE is also executed by the grantee this _____ day of _____, 2021.

THE CITY OF UMATILLA

DAVID STOCKDALE
City Manager

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____ of
(Name) (Title)

The City of Umatilla, that David Stockdale who signed the foregoing instrument on behalf of the grantee was then City Manager of The City of Umatilla. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the grantee in executing said instrument.

CITY OF UMATILLA

Date: _____

Clerk or Appropriate Official

CITY OF UMATILLA, OREGON

AGENDA BILL

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|--|------------------------------------|
| Agenda Title: Resolution No. 50-2021 - A resolution authorizing the City Manager to sign a Grant Agreement between the State of Oregon through Oregon Tourism Commission and the City of Umatilla for the replacement of the Nugent Park restroom. | Meeting Date: 2021-05-18 |
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|---|-----------------------------------|--|----------------------|
| Department: Community Development | Director: Brandon Seitz | Contact Person: Esmeralda Horn | Phone Number: |
|---|-----------------------------------|--|----------------------|

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| Cost of Proposal: \$224,989.00 | Fund(s) Name and Number(s): Capital Reserve - 05 |
| Amount Budgeted: \$124,989.00 | |

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|---|-------------------------------------|
| Reviewed by Finance Department: Yes | Previously Presented: n/a |
|---|-------------------------------------|

Attachments to Agenda Packet Item:

[Resolution_50-2021 Nugent Park Restroom Grant.docx](#)

[Signed Agreement.pdf](#)

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| Summary Statement: Motion to approve resolution 50-2021. The City applied for and was awarded a grant in the amount of \$100,000 for a total project cost of \$224,989 to replace the Nugent Park restroom. This project, with corresponding funds are in the proposed budget that has been unanimously recommended by the Budget Committee for adoption for next fiscal year. The project will be completed no later than November 30, 2021. |
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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. |
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RESOLUTION NO. 50 – 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A GRANT AGREEMENT BETWEEN THE STATE OF OREGON ACTING BY THE OREGON TOURISM COMMISSION AND THE CITY OF UMATILLA FOR THE REPLACEMENT OF THE NUGENT PARK RESTROOM

WHEREAS, the City of Umatilla's DRAFT Parks Master Plan identifies safe, clean, and accessible restrooms as a high priority for park patrons; and

WHEREAS, the Nugent Park restroom has been identified as a park restroom facility that has exhausted its useful life and is in dire need of replacement; and

WHEREAS, the Oregon Tourism Commission, dba Travel Oregon, solicited grant applications as part of the Competitive & Recovery Grant Program to meet one of their goals to improve infrastructure that is needed to enhance and expand the user and visitor experience; and

WHEREAS, the City submitted an application to the Competitive & Recovery Grant Program and has received Notification of Award, indicating that Travel Oregon confirms that the Nugent Park Restroom Replacement Project provides these enhancements that will help in the economic recovery efforts; and

WHEREAS, the construction of the new restroom will provide year-round access, clean and safe family style stalls that will also be ADA Compliant, and new ADA pathways to the restrooms; and

WHEREAS, the grant award is in the amount of \$100,000 and requires that the project be completed no later than November 30, 2021; and

WHEREAS, the City has budgeted the funds required to complete this project utilizing these awarded grant funds and General Fund match funds.

NOW THEREFORE, BE IT RESOLVED BY THE UMATILLA CITY COUNCIL:

1. The City Manager is authorized to sign a Memorandum of Understanding between the State of Oregon, through Oregon Tourism Commission and the City of Umatilla to accept a Competitive & Recovery Grant in the amount of \$100,000; and
2. This approval is ratified to an effective date of May 11, 2021.

PASSED by the City Council and **SIGNED** by the Mayor this 18th day of May, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

Grant No. UMATILLAC&RR2021
\$100,000.00

GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**” or “**Agreement**”), dated as of April 30, 2021 the “**Effective Date**”), is entered into by and between City of Umatilla (“**Recipient**”), and the **STATE OF OREGON**, acting by and through the **OREGON TOURISM COMMISSION** (“**Grantor**”).

RECITALS

A. Pursuant to ORS 284.138, Grantor administers a biennial matching grants program (the “**Program**”) under which Grantor helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.

B. In response to Grantor’s Request for Program Grant Applications dated March 31, 2021, Recipient submitted an application for a Program grant to assist Recipient’s implementation of the project described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Project**”).

C. Grantor selected the Project for grant funding.

D. Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s grant funding to Recipient for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1 GRANT GENERALLY

Section 1.1 Project Cost; Grant Funds. The total estimated Project cost is \$224,989.00. On the terms and conditions of this Agreement, Grantor shall provide Recipient grant funds in an amount not to exceed \$100,000.00 (the “**Grant Funds**”). Recipient will be responsible for all Project costs not covered by the Grant Funds.

Section 1.2 Use of Grant Funds; Eligible Costs.

1.2.1 Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless Grantor approved such changes by amendment pursuant to Section 6.7.

1.2.2 **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“**Eligible Costs**”). Grantor will reimburse only Eligible Costs incurred after the Effective Date and only to the extent the Eligible Costs are within the line item limits of the “Sources and Uses of Funding Budget” set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference; provided, however, that Recipient may transfer Grant Funds from one Budget line item to another so long as no line item amount changes by more than 10 percent.

- (a) Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A) reasonable, necessary and directly used for the Project; and
 - (B) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

- (b) Eligible Costs do NOT include:
 - (A) Costs of staff or consultant salaries, wages, mileage, or associated fees that are already budgeted to execute a particular area of work within an entity.
 - (B) payments made to related parties as described in Section 6.13;
 - (C) loans or grants to be made to third parties;
 - (D) any expenditures incurred before the Effective Date or after the Project Completion Deadline; or
 - (E) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by Grantor by amendment of this Agreement.

Section 1.3 Disbursement of Grant Proceeds. The proceeds of the Grant shall be held in a grant account and shall be disbursed to Recipient in accordance with the terms and conditions set forth in this Section 1.3.

1.3.1 **Initial Disbursement.** Subject to Section 1.3.4, Grant awards shall be disbursed at a rate of 90% of the total Grant Funds in a single payment. Grantor will disburse funds to Recipient within 30 days after Grantor’s receipt and approval of an initial disbursement request from Recipient, in form and substance satisfactory to Grantor. Disbursement requests must include the date, grant number, project name, amount of previously-disbursed Grant Funds, amount of Grant Funds requested and balance of Grant Funds remaining for future requests.

1.3.2 **Subsequent Disbursements.** Subject to Section 1.3.4, Grantor shall disburse the final 10% of Grant Funds only after the Project is completed to Grantor’s sole satisfaction. To receive final disbursement, Recipient must identify the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The final disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by the initial disbursement of Grant Funds under Section 1.3.1.

1.3.3 **Continuing Accuracy of Representations and Warranties.** Recipient’s submission of a disbursement request constitutes Recipient’s affirmation that all of Recipient’s representations and

warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

1.3.4 **Conditions to Disbursement.** The disbursement of Grant proceeds is subject to the following conditions:

- (a) No Event of Default shall have occurred and be continuing and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;
- (b) Each of Recipient's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and
- (c) Grantor has received sufficient funding, appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and
- (d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;
- (e) Recipient has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and
- (f) Grantor has received the disbursement request no later than 30 days after the effective date of the Agreement.

ARTICLE 2 RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to Grantor as follows:

Section 2.1 **Existence and Power; Authority.** Recipient is an eligible entity, defined as an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the "**Grant Documents**") and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

Section 2.2 **No Violations or Default.** Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Recipient notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Recipient's knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Recipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 COVENANTS

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 **Completion of Project.** Recipient shall complete the Project no later than November 30, 2021 (the "Project Completion Deadline") and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant Funds remaining in Recipient's possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 **Maintenance of Business and Licenses.** Recipient will remain an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 **Compliance with Laws and Use Restrictions.** Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 Other Obligations. Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

3.4.1 Grantor Recognition. Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Grantor's logo along with the following acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Grantor will work with Recipient to ensure proper usage and placement of the Travel Oregon logo.

Section 3.5 Indemnity. Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, separate books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 Audits and Financial Reviews. Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards. If an audit or financial review finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to Grantor. In the event of such audit or financial review, Recipient agrees to provide the designated auditor or reviewer with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 **Workers' Compensation Insurance.** Recipient shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

Section 3.9 **Recycled Products.** To the maximum extent economically feasible, Recipient shall use good faith efforts to use recycled products in connection with its implementation of the Project.

Section 3.10 **Other Financing.** In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the "Other Financing").

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 **Failure to Pay Debts When Due.**

4.1.1 **Generally.** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

4.1.2 **Involuntary Proceedings.** A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Recipient makes any material misstatement of, or omits to disclose to Grantor, any fact material to the making of the Grant, the progress toward completion of the Project, obtaining Other Financing for the Project, or a disbursement of Grant Funds to Recipient, or upon discovery by Grantor of any such misrepresentation or omission.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Recipient by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned.

Section 4.6 **Failure to Diligently Pursue the Project.** Recipient fails to diligently pursue the Project to completion by the Project Completion Deadline in accord with the timeline set forth in Exhibit A or fails to obtain Other Financing sufficient to complete the Project.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant Funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other

Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding. For purposes of this paragraph, reasonable attorneys' fees cannot exceed the rate charged to Grantor by its attorneys, including the Oregon Department of Justice.

ARTICLE 6 GENERAL

Section 6.1 Counterparts. This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, all of which shall together constitute one and the same instrument.

Section 6.2 Survival. All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 Notice. Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient: Name: City of Umatilla
 Attn: Esmeralda Horn
 Address: PO Box 130
 Umatilla, OR 97801
 Telephone: 541-922-3226
 Email: esmeralda@umatilla-city.org

If to Grantor: Oregon Tourism Commission
 Attn: Grants Program Manager
 Address: 319 SW Washington Street, Suite 700
 Portland, OR 97204
 Telephone: (971) 717-6205
 Email: grants@traveloregon.com

Section 6.4 Successors and Assigns. Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 Subgrants. Recipient may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Recipient shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Recipient shall enter into a written agreement with each permitted subgrantee

that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements and auditing requirements set forth in Sections 3.6 and 3.7, as necessary to permit Recipient to satisfy its record keeping and reporting requirements and auditing requirements under this Grant Agreement.

Section 6.6 Governing Law, Jurisdiction, Venue. This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon 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.

6.6.1 Federal Forum. Notwithstanding the preceding 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 paragraph 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 paragraph 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.

Section 6.7 Amendments; Prior Grant Agreements; Headings. This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 Validity; Severability. If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.9 Exhibits. The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 Time of Essence. Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 Relationship of the Parties. Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 No Third Party Beneficiary Rights. No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 Conflicts of Interest. While Recipient may enter into agreements with contractors, vendors, and other providers of goods and services (collectively, “subagreements”) for performance of the Project, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, board member, trustee, or agent of the Recipient (“**Recipient Person**”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTOR:

STATE OF OREGON acting by and through
the **OREGON TOURISM COMMISSION**

By: _____

Name: Jeff Hampton

Title: VP, Operations

RECIPIENT:

City of Umatilla

By: David Stockdale

Name: David Stockdale

Title: City Manager

EXHIBIT A

Project Description

SCOPE OF PROJECT

Recipient shall complete the following work as part of the Project:

Describe the project for which funding is requested (detail how the project will provide a COVID-19 appropriate visitor experience).

The City of Umatilla is requesting funds for the removal of an old restroom that has gone past its useful life and the installation of a pre-fabricated all-new family style restroom facility.

In the spring of 2020, the Governor ordered closure of all indoor recreation facilities, consequently sending many people outside to use outdoor facilities. The insufficient, aged, and unsafe facilities and inadequate access to those poor facilities at Nugent Park became even more highlighted as more and more people looked to outdoor recreation opportunities. The new restroom will provide park patrons the opportunity for a safer, cleaner, higher functioning, and ADA accessible restroom and short sidewalk all year round.

The City of Umatilla saw, and continues to see, a significant increase in use of Nugent Park and it's connecting adjacent trail, boat ramp, fishing pier, and open space during the pandemic, illustrating the vital role this important park, with its corresponding amenities, can play in our community's overall health and quality of life.

Describe the need for your project.

As part of our Draft Parks Master Plan (anticipated adoption August 2021) the following findings were identified as part of the Needs Assessment and public surveys:

- Top Priorities: maintain existing facilities, improve and increase amenities, and replace dilapidated or unusable facilities.
- Most important improvements identified that would increase park use and program participation: 1) more or improved restrooms, and 2) better condition/maintenance of facilities

These findings from our Draft Parks Master Plan have clearly identified that maintaining, adding, or replacing restrooms to our parks is of the highest priorities. Nugent Park is also the main park for our local Little League. The new restroom would serve the diverse recreational users of the park by being directly adjacent to the baseball field, playground, open areas, and just off the Umatilla River pedestrian trail and about 300' from our fishing pier. Having a functioning ADA compliant restroom will assure our park patrons of all abilities have safe and easy access to essential public amenities. This project meets several of the County needs identified in the 2019-2023 Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP). According to the Oregon Public Recreation Provider Survey for Umatilla County, restrooms were identified as both Close-to-home and Dispersed-Area priorities.

This project also meets State needs also identified in the 2019-2023 SCORP by helping to fulfil a high activity (with more than 113 million occasions) of walking on local trails/paths by providing the necessary supportive service of a restroom for walkers. The survey also identified the following needs:

- From resident statewide need; the highest within community funding need that targeted the general statewide population, rural population, young-old rural, middle-old rural, rural Latinos, families with children and low income rural was more restrooms.

As a recreation provider it is our responsibility to meet the needs of our residents and community visitors and provide them with working access to restrooms and clean drinking water.

The National Parks and Recreation Association (NRPA) identified and discovered, emphasized even more through this pandemic, that parks and recreation is vital to ensuring that all people thrive and enjoy a higher quality of life. Parks and recreation provide essential services and infrastructure that advance equity, resiliency and well-being. NRPA defines essential infrastructure as the spaces, facilities, and built environmental features, such as parks, trails, open spaces and pools, that are absolutely necessary to maintain the health and well-being of the public.

How does your project advance your destination in welcoming visitors and locals with diverse ethnic, racial and cultural backgrounds and varied abilities?

This park is located at the confluence of the Columbia and Umatilla Rivers. The Columbia River is the third largest river in the United States. Umatilla River, the city's namesake, begins at the crest of the Blue Mountains east of Pendleton. Both rivers have significant historic, recreation and commerce attributes.

These rivers have significant cultural significance to the native people of the Umatilla tribe. Near the proposed trail rehabilitation is Wanálpa, a fishing area along the Umatilla River where salmon and eels were caught and cured. The park and the area attract users who wish to connect to their ancestral roots.

Umatilla has approximately 50% Hispanic population, with even greater numbers represented in the school-aged population. At least 30% of the City's population lives in poverty. It is a critical support service to all patrons of the park and will be free to all users. The Little League field at the park brings in several visitors in spring and summer each year. The City made significant investments to update the baseball field in 2020. This improved restroom will complement those improvements.

The rivers attract visitors to the City of Umatilla from all over the state and nation for water related activities, that includes, at least, fishing, kayaking, swimming, and nature viewing. Families and visitors from every demographic would enjoy the walking trails, park, playground equipment, and fishing; all with access to clean and safe restrooms. All four of the family-style stalls of this restroom facility will also include ADA access, as well as ADA accessible pathways to the restroom for patrons with varied abilities.

The current and dilapidated restroom is closed during the winter months since it does not have functioning heaters. It also is not ADA accessible or compliant and does not have available drinking fountains. The new restroom will provide year-round access, clean and safe family-style stalls, and drinking fountains. This project is essential for meeting the needs of both our residents and tourist visiting the area.

Describe the timeline for execution of your project. Include any foundational work completed or underway. Highlight any potential issues to the timeline that could inhibit project completion by Nov. 30, 2021.

If grant awarded the below would consist of project timeline. The City does not identify any potential issues that could delay this project:

May 2021: Issue Notice to Proceed to CXT (already gone through public bidding process as is part of ORPIN) and order restroom.

May 2021 through July 2021: Beginning planning for Site Preparation and line-up contractors.

September 2021 through November 2021: Remove old restroom, prepare utilities for new restroom connection, complete facility fabrication and install on-site, install sidewalks, install updated signage, closeout project.

REPORTING REQUIREMENTS

Project Status Report – Due December 15, 2021

Project must be completed and Project Status Report submitted to Travel Oregon by December 15, 2021. Report must contain a final project budget, proof of usage of funds, invoice for remainder of grant funds, a written account of how grant funds were used and the impact of the grant dollars.

CITY OF UMATILLA, OREGON

AGENDA BILL

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| Agenda Title: Resolution No. 51-2021 - A resolution authorizing the Finance & Administrative Services Director to sign a Memorandum of Understanding between the State Library of Oregon and the Umatilla Public Library | Meeting Date: 2021-05-18 |
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| Department: Finance & Administrative Services | Director: Melissa Ince | Contact Person: Melissa Ince | Phone Number: |
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| Cost of Proposal: \$3,000 grant revenue | Fund(s) Name and Number(s): Library - 06 |
| Amount Budgeted: Will add into supplemental budget | |

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

[RES 51-2021.docx](#)

[Teen Services Grant MOU - Umatilla - signed.pdf](#)

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| Summary Statement: Motion to approve Resolution No. 51-2021. |
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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. |
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RESOLUTION NO. 51 – 2021

A RESOLUTION AUTHORIZING THE FINANCE & ADMINISTRATIVE SERVICES DIRECTOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE LIBRARY OF OREGON AND THE UMATILLA PUBLIC LIBRARY

WHEREAS, the Umatilla Public Library develops an Annual Library Service Plan (ALSP) every year for submission and presentation to the Umatilla County Special Library District; and

WHEREAS, one of the goals outlined in the ALSP for the 2021-22 fiscal year is teen outreach that will provide a neutral safe public space that provides opportunities for adolescents to grow intellectually, emotionally, and socially, to develop new literacies for learning and expression, and to gain workplace preparedness; and

WHEREAS, staff applied for a Teen Services Grant through the State Library of Oregon for the purchase of a 3D printer and accessories; and

WHEREAS, making use of the 3D printer will allow teens to experience abstract concepts in an interactive and hands on way, while engaging with their peers and library staff; and

WHEREAS, the grant request was approved in the amount of \$3,000 to be expended by August 31, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE UMATILLA CITY COUNCIL:

1. The Finance & Administrative Services Director is authorized to sign a Memorandum of Understanding between the State Library of Oregon and the Umatilla Public Library to accept a Teen Services Grant in the amount of \$3,000.
2. This approval is ratified to an effective date of May 11, 2021.

PASSED by the City Council and **SIGNED** by the Mayor this 18th day of May, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



Oregon

Kate Brown, Governor



State Library of Oregon

250 Winter St. NE
Salem, OR 97301-3950
503-378-4243
Fax 503-585-8059
www.oregon.gov/library

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE LIBRARY OF OREGON AND UMATILLA PUBLIC LIBRARY

May 10, 2021

This memorandum is between the State Library of Oregon (State Library) and Umatilla Public Library for the purpose of a project serving teens in the community through materials, programs, and/or services.

This MOU shall become effective upon signature by the authorized officials from each entity.
This memorandum will expire on September 30, 2021.

The State Library agrees to:

- Direct up to \$3,000.00 from the FY2020 Library Services and Technology Act grant to Umatilla Public Library for the direct purpose of this memorandum.

Umatilla Public Library agrees to:

- [Acknowledge the funding source](#) on any public-facing information or resources purchases made with these grant funds.
- Expend all funds received by August 31, 2021.
- Submit all invoices and documentation related to grant purchases to the State Library by August 31, 2021. Please ensure that the documentation adds up to at least the total grant amount, as the State Library wants all the funds expended.
- Submit a simple final report via a form provided by the State Library by September 30, 2021.

Signatures

State Library of Oregon

Buzzy Nielsen
Program Manager for Library Support

Umatilla Public Library

Melissa Ince

Finance & Administrative Services Director / Interim Library Director

CITY OF UMATILLA, OREGON

AGENDA BILL

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| Agenda Title: Resolution 53 - 2021. A Resolution to enter into an Intergovernmental Agreement (IGA) with the City of Hermiston, City of Stanfield, City of Echo, and Umatilla County for Government Affairs and Lobbying Services. | Meeting Date: 2021-05-18 |
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| Department: City Administration | Director: David Stockdale | Contact Person: David Stockdale | Phone Number: |
|---|-------------------------------------|---|----------------------|

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| Cost of Proposal: \$6,000 annually | Fund(s) Name and Number(s): General Fund - 01 |
| Amount Budgeted: \$6,000 | |

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| Reviewed by Finance Department: Yes | Previously Presented: 04/06/2021 |
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Attachments to Agenda Packet Item:

[Resolution_53-2021 IGA for Government Affairs Services.docx](#)

[IGA for Government Affairs \(West Umatilla County\).docx](#)

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| Summary Statement: Motion to Approve. In an effort to work together for the improvement of the Cities and County in West Umatilla County, the four cities and Umatilla County will enter into this IGA to more closely work together in seeking projects and legislative priorities that we collectively hope to strengthen the West County area. |
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| Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships. |
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RESOLUTION NO. 53 – 2021

RESOLUTION 53 – 2021. A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF HERMISTON, CITY OF STANFIELD, CITY OF ECHO, AND UMATILLA COUNTY FOR GOVERNMENT AFFAIRS AND LOBBYING SERVICES.

WHEREAS, the City of Umatilla finds it to be in the best interest of the City and our West Umatilla County partners (Cities of Hermiston, Echo, Stanfield, and Umatilla County) to demonstrate a unified and consistent legislative priority message; and

WHEREAS, the rapid growth of the City of Umatilla and our West Umatilla County partners requires a regional solutions approach in order to ensure the highest and best legislative and executive branch outcomes for the City of Umatilla and our West Umatilla County partners; and

WHEREAS, the City of Umatilla believes this agreement will play a vital role in protecting, cultivating, and enhancing the unique and rich history, public health and safety, natural resources, economic development, and infrastructure of the West Umatilla County region; and

NOW THEREFORE, BE IT RESOLVED BY THE UMATILLA CITY COUNCIL:

1. The City Manager is authorized to the Intergovernmental Agreement with the City of Hermiston, City of Stanfield, City of Echo, and Umatilla County for Government Affairs and Lobbying Services; and
2. This approval is ratified to an effective date of May 10, 2021.

PASSED by the City Council and **SIGNED** by the Mayor this 18th day of May, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HERMISTON,
CITY OF UMATILLA, CITY OF STANFIELD, CITY OF ECHO, AND UMATILLA
COUNTY FOR GOVERNMENT AFFAIRS AND LOBBY SERVICES

This Intergovernmental Agreement is made and entered into this 10th day of May 2021, by and between the City of Hermiston, City of Umatilla, City of Stanfield, City of Echo, and County of Umatilla (hereinafter known as "the Parties") for the purpose of government affairs services.

Now, Therefore, the Parties wish to enter into this Intergovernmental Agreement for government affairs services.

Now, Therefore, the Parties understand that the City of Hermiston has a preexisting contract for government affairs services with Ryan Tribbett Company, dba Pac/West Lobby Group, an Oregon corporation (hereinafter "Pac/West Lobby Group") and acknowledge they are entering into the preexisting contract.

Now, Therefore, the Parties agree to the following:

1. The Parties acknowledge that entering into this Agreement, the Parties will split the cost of the existing contract between the City of Hermiston and Pac/West Lobby Group for government affairs services focused on West Umatilla County priorities for \$36,000 from May 10, 2021, through May 9, 2022. The Parties agree to the following cost-sharing structure:
 - a) The City of Hermiston will pay \$12,000 (equivalent to \$1,000 per month).
 - b) The County of Umatilla will pay \$12,000 (equivalent to \$1,000 per month) to the City of Hermiston by June 30, 2021.
 - c) The City of Umatilla will pay \$6,000 (equivalent to \$500 per month) to the City of Hermiston by June 30, 2021.
 - d) The City of Stanfield will pay \$3,000 (equivalent to \$250 per month) to the City of Hermiston by June 30, 2021.
 - e) The City of Echo will pay \$3,000 (equivalent to \$250 per month) to the City of Hermiston by June 30, 2021.

2. Parties agree that "Government Affairs Services " means:

- a) Act as the Parties' representative to the Oregon State Legislature and executive branch agencies and lobby on behalf of the Parties on topics including, but not limited to: Land use laws and regulations, health and behavioral health programs, natural resources management, community and economic development, roads and transportation, law enforcement, adult and juvenile justice, community correction, employee and workplace management, and other topics that may affect local governments.
- b) Facilitate a process to identify and priorities bills introduced during the annual legislative session which may be of interest to the Parties, and which may require active lobbying on the Parties' behalf.
- c) Facilitate a process to identify and prioritize proposed rulemaking by Oregon's executive branch boards, commissions, and agencies which may be of interest to the Parties, and which may require active lobbying on the Parties' behalf.
- d) Monitor and track proposed legislation, workgroups, programs, and proposal of interest to the Parties. Furnish written reports or organization/attend meetings of the Parties to provide oral presentations regarding the status of such on a basis agreed to by the Parties.
- e) Work directly with state legislators and staff, work groups, the Governor's office, public officials, state agencies, special interest and industry groups, local governments, the League of Oregon Cities, the Association of Oregon Counties, and other professional organizations to develop support for or opposition to proposed legislation, funding, policy, and regulatory decisions that may affect the Parties.
- f) Coordinate meetings held between the Parties and the Parties' local legislative delegation through each annual legislative session.
- g) Review periodic revenue forecasts and proposed biennial state budget and alert the Parties to opportunities and obstacles. Identify funding opportunities and assess program requirements and guidelines.
- h) Provide introductions to individual legislators, and arrange meetings, manage logistics, and prepare Parties for interaction with legislators, legislative staff, committees, interim work groups, and other public officials.
- i) Assist in preparing position papers, exhibits, testimony, correspondence, proposed bill text, and amendments as necessary.
- j) Advise and assist the Parties with planning, preparing, and implementing legislative strategies to accomplish the Parties' goals and objectives and with preparing proposed legislation to be introduced during the session.
- k) Support partnerships between the Parties and other regional agencies and groups, including special districts, and other entities actively pursuing a legislative agency which may have elements in common with the Parties.

- l) Prepare and help submit quarterly lobbying expenditure reports on behalf the Parties and help the Parties meet any lobby reporting requirements for the State of Oregon.
3. This Agreement may be terminated without liability or penalty, by any participating party, upon thirty (30) days written notice. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
 4. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.
 5. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
 6. The Parties hereby warrant that the person executing this intergovernmental agreement are authorized to execute this agreement and are authorized to obligate the respective parties to perform under this agreement.

In Witness Whereof, the parties hereto execute this Intergovernmental Agreement.

CITY OF HERMISTON

By: _____
 Byron Smith, City Manager
bsmith@hermiston.or.us

Date: _____

CITY OF STANFIELD

By: _____
 Benjamin Burgener, City Manager
citymanager@cityofstanfield.com

Date: _____

CITY OF UMATILLA

By: _____
David Stockdale, City Manager
david@umatilla-city.org

Date: _____

CITY OF ECHO

By: _____
David Slaght, City Manager
dave@echo-oregon.com

Date: _____

COUNTY OF UMATILLA

By: _____
Dan Dorran, County Commissioner
Dan.dorran@umatillacounty.net

Date: _____

CITY OF UMATILLA, OREGON

AGENDA BILL

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| Agenda Title: First Reading of Ordinance No. 844 - An Ordinance Revising the Library Board's Duties and Responsibilities by Amending Title 2, Chapter 3 of the City of Umatilla Municipal Code | Meeting Date: 2021-05-18 |
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|---|-------------------------------------|--|----------------------|
| Department: City Administration | Director: David Stockdale | Contact Person: Nanci Sandoval | Phone Number: |
|---|-------------------------------------|--|----------------------|

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| Cost of Proposal: NA | Fund(s) Name and Number(s): N/A |
| Amount Budgeted: N/A | |

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| Reviewed by Finance Department: Yes | Previously Presented: 4/6/21 |
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Attachments to Agenda Packet Item:

[ORD 844.docx](#)

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| Summary Statement: First Reading & Discussion. |
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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. |
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ORDINANCE NO. 844

AN ORDINANCE REVISING THE LIBRARY BOARD'S DUTIES AND RESPONSIBILITIES BY AMENDING TITLE 2, CHAPTER 3 OF THE CITY OF UMATILLA MUNICIPAL CODE

WHEREAS, a Public Library has existed continuously in the City of Umatilla since the passage of Ordinance No. 51 in March of 1914; and

WHEREAS, Ordinance No. 571 was adopted on April 02, 1990 and established a Public Library Board as authorized by state law; and

WHEREAS, the City of Umatilla has evaluated its current procedures and studied the procedures of other communities; and

WHEREAS, staff recommends the changes outlined herein be considered by the City Council for amendment to Title 2, Chapter 6 of the City of Umatilla Municipal Code

NOW THEREFORE, THE CITY OF UMATILLA DOES ORDAIN AS FOLLOWS:

1. **Underlined** language proposed to be added
2. **~~Strikethrough~~** language proposed for deletion

2-3-1: PURPOSE:

The City Public Library **Advisory Committee Board** shall **act as an advisory committee to the Library Director** ~~advise and make recommendations to the librarian~~, and when appropriate, the City ~~Manager Administrator~~, Mayor and City Council, ~~on all matters related to the management of the Library, and to formulate and adopt rules and regulations governing the use of the Library.~~ **The Library Advisory Committee serves to provide citizen input and to advise on policy, services, and library development. The Committee members build community support and act as advocates for the Library's services.**

2-3-2: COMMITTEE BOARD MEMBERSHIP; RESIDENCY; COMPENSATION:

A. Membership: The **Committee Board** shall consist of five (5) members appointed by the Mayor with the approval of the City Council. The **Committee Board** shall be responsible to the City ~~Manager Administrator~~, Mayor and City Council. **Committee Board** members shall be appointed from resident voters within the urban growth boundary of the City, **and one high-school aged member representing youth**. In addition to the appointed members to the **Committee Board**, the **City Manager, or his/her designee, Administrator**, Mayor and **Library Director librarian** may serve on the **Committee Board** as ex officio members.

B. Compensation: No **Committee Board** member shall receive a salary or any payment for materials or services rendered by the **Committee Board**, but **Committee Board** members may be reimbursed for expenses incurred in the performance of their duties.

2-3-3: TERM OF OFFICE; REMOVAL:

A. Term of Office: A full term of office shall be four (4) years from the date of appointment. When a vacancy exists, an appointment shall be made by the Mayor with the approval of the City Council to fill

the unexpired term. The **Committee Board** members in office at the time this Chapter is adopted shall continue in office, until the end of his/her office as fixed by ordinance.

B. Removal:

1. A **Committee Board** member may be removed by the Mayor with the approval of the City Council before the expiration of member's term of office for three (3) unexcused absences, for other violations of the **Board's bylaws Council Policies & Procedures** or for a change of residence outside the City's urban growth boundary.

2. A member may request a hearing before the Mayor and Council when the Council acts on the Mayor's request for approval to remove the member.

2-3-4: MEETINGS:

The **Committee Board** shall meet at such times as the **Committee Board** may determine are appropriate and necessary but no less than once every **quarter other month**. All **Committee Board** meetings shall be conducted in accordance with the **Council Policies & Procedures bylaws of the organization**, the provisions of this Chapter and with State and local law.

2-3-5: OFFICERS:

The **Committee Board** shall, at its first meeting **of the calendar year**, elect a chairman and such other officers as the **Committee Board** may deem appropriate. ~~Officers shall have such duties and authority as the Committee Board shall establish, consistent with its bylaws, other provisions of this Chapter and with law.~~

2-3-6: RESPONSIBILITIES AND DUTIES:

A. Advisory Capacity: The **Committee Board** shall have the responsibility for advising and making recommendations to the **Library Director librarian**, and when appropriate, to the **City Manager, or his/her designee, Administrator**, Mayor and Council, on all matters pertaining to the planning, acquisition, development and management of the Library.

B. Supervision of Direction: The City **Manager Administrator** shall have the responsibility for the hiring, termination, discipline and any other personnel actions affecting the **Library staff librarian**. ~~The Board shall act in an advisory capacity in the selection, discipline or termination of the Librarian. The City Manager, or his/her designee, may request the assistance from Committee members to participate in hiring interviews at his/her sole discretion.~~

C. Rules and Regulations: The **Committee Board** shall **advise staff on library policy, services, and library development. prepare and adopt reasonable rules and regulations governing the use of and proper conduct in the library in the City.**

D. Budget:-~~The Committee may make recommendations or requests to the City Manager, or his/her designee, for increases/decreases in Library programing or operations that may impact the annual budget. The Board shall participate in the preparation of the annual budget and shall recommend to the Budget Officer a budget for the expenditure of all funds produced by tax or other means for the development, promotion and management of the library in the City.~~

E. Annual Reports: The **Committee Board** shall make a full and complete annual report to the City Council and make such other reports as may be required by the Mayor and Council. The **Library Director librarian** shall be responsible for the preparation of the report with **Committee Board** input.

2-3-7: ASSISTANCE TO THE COMMITTEE BOARD:

The **Library staff librarian** shall assist the **Committee Board** in the performance of its duties, ~~and shall prepare reports as requested by the Board.~~

2-3-8: INTERNAL ADMINISTRATIVE POLICIES AND PROCEDURES:

The City Manager, or his/her designee, Administrator shall be the fiscal and internal administrative agent for the library, ~~and~~ The department shall operate in conformance with adopted City administrative policies & procedures, including, but not limited to those pertaining to the following:

- ~~—A. Personnel, including recruitment, selection, classification and pay for department staff;~~
- ~~—B. Personnel matters, including discipline and grievances;~~
- ~~—C. Receipt, disbursement and accounting for monies;~~
- ~~—D. Maintenance of general books, cost accounting records, and other financial documents;~~
- ~~—E. Purchasing;~~
- ~~—F. Budget administration; and~~
- ~~—G. Operation and maintenance of equipment and buildings.~~

A. Provide advice and recommendations on established or proposed policies, goals, and objectives for the Library;

B. Promote public participation and awareness programs to increase the use of the Library;

C. Help evaluate community needs and resources to guide the provision of Library services to the community;

D. To advocate, promote, support, and encourage positive and beneficial community relations.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Ordinance No. 844 - An Ordinance Revising the Library Board's Duties and Responsibilities by Amending Title 2, Chapter 3 of the City of Umatilla Municipal Code

Meeting Date:

2021-05-18

Department:

City Administration

Director:

David Stockdale

Contact Person:

Nanci Sandoval

Phone Number:

Cost of Proposal:

NA

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

4/6/2021

Attachments to Agenda Packet Item:

[ORD 844.docx](#)

Summary Statement:

Motion to adopt Ordinance No. 844.

Consistent with Council Goals:

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

ORDINANCE NO. 844

AN ORDINANCE REVISING THE LIBRARY BOARD'S DUTIES AND RESPONSIBILITIES BY AMENDING TITLE 2, CHAPTER 3 OF THE CITY OF UMATILLA MUNICIPAL CODE

WHEREAS, a Public Library has existed continuously in the City of Umatilla since the passage of Ordinance No. 51 in March of 1914; and

WHEREAS, Ordinance No. 571 was adopted on April 02, 1990 and established a Public Library Board as authorized by state law; and

WHEREAS, the City of Umatilla has evaluated its current procedures and studied the procedures of other communities; and

WHEREAS, staff recommends the changes outlined herein be considered by the City Council for amendment to Title 2, Chapter 6 of the City of Umatilla Municipal Code

NOW THEREFORE, THE CITY OF UMATILLA DOES ORDAIN AS FOLLOWS:

1. **Underlined** language proposed to be added
2. **~~Strikethrough~~** language proposed for deletion

2-3-1: PURPOSE:

The City Public Library **Advisory Committee Board** shall **act as an advisory committee to the Library Director** ~~advise and make recommendations to the librarian~~, and when appropriate, the City ~~Manager Administrator~~, Mayor and City Council, ~~on all matters related to the management of the Library, and to formulate and adopt rules and regulations governing the use of the Library.~~ **The Library Advisory Committee serves to provide citizen input and to advise on policy, services, and library development. The Committee members build community support and act as advocates for the Library's services.**

2-3-2: COMMITTEE BOARD MEMBERSHIP; RESIDENCY; COMPENSATION:

A. Membership: The **Committee Board** shall consist of five (5) members appointed by the Mayor with the approval of the City Council. The **Committee Board** shall be responsible to the City ~~Manager Administrator~~, Mayor and City Council. **Committee Board** members shall be appointed from resident voters within the urban growth boundary of the City, **and one high-school aged member representing youth**. In addition to the appointed members to the **Committee Board**, the **City Manager, or his/her designee, Administrator**, Mayor and **Library Director librarian** may serve on the **Committee Board** as ex officio members.

B. Compensation: No **Committee Board** member shall receive a salary or any payment for materials or services rendered by the **Committee Board**, but **Committee Board** members may be reimbursed for expenses incurred in the performance of their duties.

2-3-3: TERM OF OFFICE; REMOVAL:

A. Term of Office: A full term of office shall be four (4) years from the date of appointment. When a vacancy exists, an appointment shall be made by the Mayor with the approval of the City Council to fill

the unexpired term. The **Committee Board** members in office at the time this Chapter is adopted shall continue in office, until the end of his/her office as fixed by ordinance.

B. Removal:

1. A **Committee Board** member may be removed by the Mayor with the approval of the City Council before the expiration of member's term of office for three (3) unexcused absences, for other violations of the **Board's bylaws Council Policies & Procedures** or for a change of residence outside the City's urban growth boundary.

2. A member may request a hearing before the Mayor and Council when the Council acts on the Mayor's request for approval to remove the member.

2-3-4: MEETINGS:

The **Committee Board** shall meet at such times as the **Committee Board** may determine are appropriate and necessary but no less than once every **quarter other month**. All **Committee Board** meetings shall be conducted in accordance with the **Council Policies & Procedures bylaws of the organization**, the provisions of this Chapter and with State and local law.

2-3-5: OFFICERS:

The **Committee Board** shall, at its first meeting **of the calendar year**, elect a chairman and such other officers as the **Committee Board** may deem appropriate. ~~Officers shall have such duties and authority as the Committee Board shall establish, consistent with its bylaws, other provisions of this Chapter and with law.~~

2-3-6: RESPONSIBILITIES AND DUTIES:

A. Advisory Capacity: The **Committee Board** shall have the responsibility for advising and making recommendations to the **Library Director librarian**, and when appropriate, to the **City Manager, or his/her designee, Administrator**, Mayor and Council, on all matters pertaining to the planning, acquisition, development and management of the Library.

B. Supervision of Direction: The City **Manager Administrator** shall have the responsibility for the hiring, termination, discipline and any other personnel actions affecting the **Library staff librarian**. ~~The Board shall act in an advisory capacity in the selection, discipline or termination of the Librarian. The City Manager, or his/her designee, may request the assistance from Committee members to participate in hiring interviews at his/her sole discretion.~~

C. Rules and Regulations: The **Committee Board** shall **advise staff on library policy, services, and library development. prepare and adopt reasonable rules and regulations governing the use of and proper conduct in the library in the City.**

D. Budget:-~~The Committee may make recommendations or requests to the City Manager, or his/her designee, for increases/decreases in Library programing or operations that may impact the annual budget. The Board shall participate in the preparation of the annual budget and shall recommend to the Budget Officer a budget for the expenditure of all funds produced by tax or other means for the development, promotion and management of the library in the City.~~

E. Annual Reports: The **Committee Board** shall make a full and complete annual report to the City Council and make such other reports as may be required by the Mayor and Council. The **Library Director librarian** shall be responsible for the preparation of the report with **Committee Board** input.

2-3-7: ASSISTANCE TO THE COMMITTEE BOARD:

The **Library staff librarian** shall assist the **Committee Board** in the performance of its duties, ~~and shall prepare reports as requested by the Board.~~

2-3-8: INTERNAL ADMINISTRATIVE POLICIES AND PROCEDURES:

The City Manager, or his/her designee, Administrator shall be the fiscal and internal administrative agent for the library, ~~and~~ The department shall operate in conformance with adopted City administrative policies & procedures, including, but not limited to those pertaining to the following:

- ~~—A. Personnel, including recruitment, selection, classification and pay for department staff;~~
- ~~—B. Personnel matters, including discipline and grievances;~~
- ~~—C. Receipt, disbursement and accounting for monies;~~
- ~~—D. Maintenance of general books, cost accounting records, and other financial documents;~~
- ~~—E. Purchasing;~~
- ~~—F. Budget administration; and~~
- ~~—G. Operation and maintenance of equipment and buildings.~~

A. Provide advice and recommendations on established or proposed policies, goals, and objectives for the Library;

B. Promote public participation and awareness programs to increase the use of the Library;

C. Help evaluate community needs and resources to guide the provision of Library services to the community;

D. To advocate, promote, support, and encourage positive and beneficial community relations.

CITY OF UMATILLA, OREGON

AGENDA BILL

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|--|------------------------------------|
| Agenda Title: Transient Room Tax, Tourism Promotion Assessment, EOTEC, and Other Tourism Promotion Options | Meeting Date: 2021-05-18 |
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|---|-------------------------------------|---|----------------------|
| Department: City Administration | Director: David Stockdale | Contact Person: David Stockdale | Phone Number: |
|---|-------------------------------------|---|----------------------|

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|---------------------------------|---|
| Cost of Proposal: n/a | Fund(s) Name and Number(s): Transient Room Tax - 13 |
| Amount Budgeted: n/a | |

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|---|-------------------------------------|
| Reviewed by Finance Department: Yes | Previously Presented: n/a |
|---|-------------------------------------|

Attachments to Agenda Packet Item:

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| Summary Statement: Discussion Only. |
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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. |
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CITY OF UMATILLA, OREGON

AGENDA BILL

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|---|------------------------------------|
| Agenda Title: RESOLUTION XX-2021. A Resolution entering into a new Employment Agreement with David Stockdale for City Manager Services. | Meeting Date: 2021-05-18 |
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| Department: City Administration | Director: David Stockdale | Contact Person: David Stockdale or Melissa Ince | Phone Number: |
|---|-------------------------------------|---|----------------------|

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| Cost of Proposal: An additional approximately \$25,000 in total compensation, incl. benefits Amount Budgeted: The total compensation is included in the FY22 budget | Fund(s) Name and Number(s): General Fund - 01 |
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|---|-------------------------------------|
| Reviewed by Finance Department: Yes | Previously Presented: n/a |
|---|-------------------------------------|

Attachments to Agenda Packet Item:

[DRAFT Stockdale City Manager Contract effective 7.1.21.docx](#)

[City Manager Compensation Comparison Analysis.xlsx](#)

Summary Statement:

Discussion Only. *This proposal was reviewed by the Personnel Committee on April 14, 2021 with Unanimous Approval to bring it before City Council for consideration.*

The City and David Stockdale entered into an Employment Agreement effective October 16, 2018 for City Manager Services. That agreement is scheduled for review no later than October 1, 2021. As part of the annual budget process, all City staff positions were reviewed to consider market analysis and overall compensation. As part of that budget process the Police Union entered into a new Collective Bargaining Agreement, a market rate adjustment of approximately 16% was provided to Grade Level M, and a 2% COLA was also provided for all other employees Grade Level A through L with all new compensation levels effective July 1, 2021.

A similar market analysis was performed (attached) on City Manager Compensation for Oregon cities with populations between approximately 5,000 - 20,000 with an annual budget of at least \$20 million. The result of this analysis showed that although Umatilla has the 6th largest budget for FY22, it ranks 12th in total FTE and 14th in City Manager compensation (among other compensation factors).

In addition to the market analysis, Mr. Stockdale has consistently received significant "Exceeds Expectations" performance evaluations since joining the City. When considering Mr. Stockdale's Performance Evaluations and the City Manager Compensation Analysis, this new agreement proposes a Salary and Benefits compensation package that more closely aligns with the market and his job performance, while also providing significant assurances to the City of continuity in leadership by committing Mr. Stockdale to a five (5) year agreement with a two (2) year automatic renewal option.

Consistent with Council Goals:

Goal 5 : Perform at the Highest Levels of Operational Excellence

**EMPLOYMENT AGREEMENT
CITY OF UMATILLA – DAVID STOCKDALE
CITY MANAGER
EFFECTIVE JULY 1, 2021**

ARTICLE 1. PARTIES

This agreement (“Agreement”) is made and entered into the 1st day of July 2021 by and between the City of Umatilla, in Umatilla County, State of Oregon, an Oregon municipal corporation, hereinafter referred to as "City" and David Stockdale, hereinafter referred to as "City Manager," both of whom agree and understand as follows:

ARTICLE 2. RECITALS

WHEREAS, City desires to continue to employ the services of David Stockdale, as City Manager for the City as provided by UMATILLA CITY CODE, Chapter 7;

WHEREAS, this Agreement shall replace the existing Employment Agreement with David Stockdale effective October 16, 2018 and subsequent Amendment 1 dated October 15, 2019;

WHEREAS, it is the desire of the Umatilla City Council (hereinafter referred to as "Council") to provide certain benefits, establish certain conditions of employment and to set working conditions for the City Manager;

WHEREAS, it is the desire of the Council that this Agreement:

1. Continue to secure the services of City Manager and to provide inducement to remain in such employment;
2. Make possible full work productivity by assuring City Manager morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the City Manager; and
4. Provide a fair means for terminating City Manager services at such time as he may be unable to discharge his duties or when City may desire to terminate his employment.

ARTICLE 3. AGREEMENT

3.1 Now, therefore, the City hereby agrees to continue the employment of David Stockdale as City Manager of the City and David Stockdale agrees to perform the functions and duties of City Manager as specified in the City's Charter, ordinances and resolutions, and to abide by state and federal law and to perform other legally permissible and proper duties and functions as the Council

shall from time to time assign.

ARTICLE 4. TERM

4.1 Notwithstanding 1-7-1 B. of the UMATILLA CITY CODE, the City Manager's term of office will commence on July 1, 2021 and shall continue for a period of five (5) years until June 30, 2026. The five-year period of employment shall automatically be extended by 2 (two) years on the same terms and conditions as provided herein, unless either party gives 30 days' written notice to the other party on or before the anniversary date of this agreement of that party's intent that this agreement not be automatically extended.

4.2 Notwithstanding 4.1, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of City Manager at any time and for any lawful reason pursuant to 1-7-2 of the UMATILLA CITY CODE.

ARTICLE 5. SUSPENSION AND TERMINATION

5.1 Suspension with Pay. The City may suspend the City Manager with full pay and benefits at any time during the term of this agreement.

5.2 Suspension without Pay. The City may suspend the City Manager without full pay and benefits at any time during the term of this agreement, but only after:

5.2.1 A majority of the Council so agrees in writing; or

5.2.2 A public hearing where a majority of the Council votes to suspend the City Manager, after hearing any information or mitigating evidence provided by the City Manager; provided however, the City Manager shall be either served personally with written notice setting forth any charges at least three (3) days prior to such hearing by the Council or served by first class mail, at the City Manager's last known address, with written notice setting forth any changes at least (7) days prior to such hearing by the Council.

5.3 Termination. The City may terminate the City Manager at the pleasure of the Council on or before June 30, 2026 or as provided by 1-7-2 of the UMATILLA CITY CODE. In the event the City Manager is terminated by the City pursuant to this Section, the City Manager's sole rights and remedies shall be under 1-7-2 of the UMATILLA CITY CODE and Article 6 below.

ARTICLE 6. SEVERANCE PAY AND RESIGNATION

6.1 Severance Pay. In the event the City Manager's employment is terminated by the City after July 1, 2021, or the City Manager's contract is not renewed, and the City Manager is willing and able to perform his duties, then City will pay a lump sum cash payment equivalent to six (6) month's aggregate salary less payroll deductions. Upon each year of successful completion, the severance payment will increase by one month, to a maximum of twelve (12) months. Final paychecks will include all wages earned through the last workday plus payment for any accrued

and vested benefits (excluding PERS) that are due and payable at separation.

6.2 No Severance Pay. In the event that City Manager's employment is terminated before June 30, 2026 (or under 1-7-2 of the UMATILLA CITY CODE) because he has been convicted of committing Official Misconduct during his term of office, or convicted of any illegal act classified as a felony under Oregon or federal law during his term of office, or convicted of any illegal act involving fraud, theft, or conversion of funds or property of the City or of the public at large during his term of office, or because the City Manager's employment is terminated by the Council under 1-7-2 of the UMATILLA CITY CODE for malfeasance in office or willful or wanton neglect of duty or intentional violation of any state, federal or local regulation, no severance pay will be due. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) that are due and payable at separation.

6.3 Resignation.

6.3.1 Voluntary Resignation. In the event the City Manager voluntarily resigns his position, at his sole discretion, with the City before expiration of his term of employment, then City Manager shall give City thirty days (30) written notice of his voluntary resignation. In the event of voluntary resignation, the City shall pay a lump sum cash payment equivalent to one month's aggregate salary less payroll deductions. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) that are due and payable at separation.

6.3.2 Requested Resignation. In the event the City Manager is requested to resign for the convenience of the City during such time the City Manager is willing and able to perform his duties under this Agreement and has not been convicted of any wrong-doing as established in Section 6.2, City shall pay City Manager, as severance, a cash payment equal to that as required in Section 6.1. Such payment shall fully and finally release City from any and all further obligations to City Manager under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by City and City Manager.

6.4 Orderly Transition. It is understood that after notice of termination or resignation in any form, City Manager and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

ARTICLE 7. SALARY

7.1 City agrees to pay City Manager for his services an annual salary of \$149,500.

7.2 Pursuant to City Code Section 1-7-4, the Council will review the salary and benefits of the City Manager annually, beginning with a date one year from the execution of this contract. In determining whether to increase the salary of the City Manager, the City Council will consider the Performance Evaluation conducted under Article 8 of this contract. A successful 12-month review will result in a \$5,500 salary increase effective July 1, 2022. A successful review on the subsequent year(s) will result in a cost of living increase matching that of the general employees of the City, unless otherwise directed by Council.

ARTICLE 8. PERFORMANCE EVALUATION

8.1 The City Council will review and evaluate the performance of the City Manager at least once annually no later than March 31 of each year. A mid-year evaluation shall be completed no later than October 31, 2021 in the first year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Council's Personnel Sub-Committee and City Human Resources Dept. Said criteria may be added to or deleted from time-to-time as the City Council and Human Resources Dept. may determine, and notification of changes will be made in writing to the City Manager. Further, the Mayor will provide the City Manager with a summarized written statement of the findings of the Council and provide an adequate opportunity for the City Manager to discuss his evaluation with the Council.

8.2 In effecting the provision of this Section, the Council and City Manager mutually agree to abide by the provisions of the applicable Umatilla City Charter, Ordinances, Resolutions, and rules, federal and state law.

8.3 In the event that the City Council asserts that the City Manager is not in compliance with any of his performance obligations, unless such non-compliance or breach is willful and intentional, the City shall provide the City Manager with written notice of such assertion and a ninety (90) day opportunity to cure such noncompliance prior to taking any disciplinary action or withholding payment of any consideration specified in this agreement.

ARTICLE 9. HOURS OF WORK

It is recognized and expected that the City Manager must devote time outside the normal 8:00 a.m. to 5:00 p.m. office hours to conduct business of the City. The City Manager pay will not be subject to overtime, compensatory time or other adjustments as a result of work.

ARTICLE 10. OUTSIDE ACTIVITIES

City Manager shall not spend any time in teaching, consulting, counseling or other non-City connected business without the prior written approval of the Council.

ARTICLE 11. ALLOWANCES AND EXPENSES

11.1 City agrees to pay City Manager a car allowance of \$500/month (\$6,000 annually) in lieu of the routine use of a City vehicle. City Manager will provide proof of insurance and will be responsible for providing a vehicle that is in good appearance and repair, and pay all fuel and related expenses. Tolls related to City travel will be reimbursed by the City.

11.2 City agrees to pay City Manager a cell phone allowance of \$100 per month, on the second

paycheck of the month.

11.3 City agrees to pay the appropriate amount of professional dues and Subscriptions necessary for Manager's participation in national, regional, state and local professional City Manager's associations and organizations to further professional growth and competitiveness of the City. These may include, but are not limited to:

- Membership in the Oregon City/County Manager Association and conference registration and attendance for two in-state conferences per year.
- ICMA membership, and annual conference registration and attendance.

11.4 In the event City Manager wishes to learn the Spanish language, the City will reimburse the City Manager for reasonable professional Spanish language courses cost. The City may ask the City Manager for proof of his progress in learning the language.

ARTICLE 12. BENEFITS

City agrees to provide the following benefits to the City Manager:

12.1 Mandated employer taxes such as Social Security (FICA), Workers Compensation and Unemployment Compensation.

12.2 Employer and employee share of the Public Employees Retirement System (PERS) contributions. City will also provide access to City's OneAmerica retirement program, or the official deferred compensation program of City. Contributions will be at the employee's expense, with City matching 50% of each City Manager contribution, with a total maximum contribution of no more than 3%. For example, if City Manager contributes 6% into this program, the City will contribute 3%.

12.3 During the Term of this Agreement, the City shall provide medical, dental, long-term disability, VEBA and vision coverage for Employee and his dependents on the same basis as is provided for other non-bargaining unit employees, as approved by the Council. It is understood that the benefits City employees receive may change from time to time at the City's discretion.

12.4 Usual and customary holidays, sick leave accrual, and administrative leave in accordance with adopted City personnel policies.

12.5 All previously accrued leave will be carried forward into this new agreement. For the purpose of vacation accrual, City Manager will begin vested as a ten-year employee. This results in 160 hours (20 days) annual vacation and 40 hours (5 days) annual personal leave. City Manager will accrue leave monthly on a prorated basis in the same distribution method established for all City employees.

The personal leave days are not reimbursable financially and do not carry over from one contract year to the next. Carry-over vacation hours shall not exceed 250. Any amount over 250 must be used by June 30th annually or forfeited. Once per fiscal year, the City Manager may "sell-back" for

cash payment up to 80 hours of accrued vacation time, provided he/she requests an equivalent amount of vacation time off to be taken at a fixed, mutually agreeable time within the fiscal year in which the check for time is received and earned. However, the City Manager may not schedule any periods of absence in excess of three consecutive weeks without prior approval of the City Council not including approved OFLA related absences.

ARTICLE 13. FIDELITY BOND

City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

ARTICLE 14. RESIDENCY

The Council recognizes the City Manager as a current resident of the City of Umatilla, but also approves nonresident status as provided by Chapter VIII Section 33(c) of Umatilla City Charter should this become necessary at any time during the term of this Agreement.

ARTICLE 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council, in consultation with the City Manager, shall fix any other such terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager, provided such terms and conditions are not in conflict with the provisions of this agreement, the City Charter, federal or state law.

ARTICLE 16. GENERAL PROVISIONS

16.1 The text herein shall constitute the entire agreement between the parties and replace any previous oral or written agreement offer.

16.2 This agreement shall be binding upon and inure to the benefits of the heirs at law and executors of the City Manager.

16.3 This agreement shall become effective commencing July 1, 2021.

16.4 If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

16.5 Property Clause: Maintenance of Records. City Manager agrees to keep and maintain adequate and current written records of all Intellectual Property developed by him (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, and any other format. The records will be available to and remain the sole property of the City at all times. City Manager agrees not

to remove such records from the City's place of business except as expressly permitted by City policy which may, from time to time, be revised at the sole discretion of the City.

16.6 City Manager will return all City property in his possession by the last day of employment. City property includes such items as credit cards, keys, ID cards, cellular phones, tools, software, computer disks, thumb drives, flash drives, and any other items belonging to the City of Umatilla.

16.7 This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that should this agreement be disputed that venue will be in the Circuit Court for the County of Umatilla.

IN WITNESS WHEREOF, the parties have signed and executed this agreement in multiple copies, effective the day and year first written above.

City Manager

City of Umatilla

David Stockdale

Mary Detrick, Mayor

Date: _____

Date: _____

ATTEST:

City Recorder, Nanci Sandoval

Current

| Comp Ranking | General Information | | | | Compensation | | | | Benefits | | | | |
|--------------|---------------------|------------|--------|----------------|----------------|----------------------|-----------------------------|--------------------|-------------------------------|---------------------------|---------------------|---------------------------|---------------|
| | City Name | Population | FTE | Annual Budget | Current Salary | Annual Car Allowance | Annual Cell Phone Allowance | Total Compensation | Annual Vacation Leave (hours) | Annual Sick Leave (hours) | Admin Leave (hours) | Severance Pay (in months) | Deferred Comp |
| 1 | Ashland | 21,105 | 240.00 | \$ 89,000,000 | \$ 168,285 | \$ 4,800 | \$ 660 | \$ 173,745 | 196 | 96 | 80 | 6 | 3% |
| 2 | Sherwood | 19,997 | 122.70 | \$ 41,228,486 | \$ 158,017 | \$ 6,000 | \$ 600 | \$ 164,617 | 184 | 96 | 40 | 6 | 3% |
| 3 | Madras | 6,729 | 34.00 | \$ 27,144,438 | \$ 157,592 | \$ 3,600 | \$ 600 | \$ 161,792 | 180 | 96 | 80 | 9 | 3% |
| 4 | Hermiston | 18,775 | 121.97 | \$ 57,310,540 | \$ 157,056 | \$ 4,200 | \$ 480 | \$ 161,736 | 160 | 120 | 40 | 6 | 2% |
| 5 | Silverton | 10,520 | 51.92 | \$ 64,006,341 | \$ 149,547 | \$ 3,600 | \$ 600 | \$ 153,747 | 204 | 96 | 80 | 6 | 3% |
| 6 | Milton-Freewater | 7,037 | 70.00 | \$ 35,417,744 | \$ 144,252 | \$ 6,000 | \$ 900 | \$ 151,152 | 180 | 96 | 40 | 5 (capped at 12) | 2% |
| 7 | Brookings | 6,431 | 47.00 | \$ 37,554,795 | \$ 144,252 | \$ 3,600 | \$ 600 | \$ 148,452 | 180 | 96 | 40 | 9 | 3% |
| 8 | Cottage Grove | 10,155 | 41.44 | \$ 40,227,120 | \$ 139,230 | \$ 6,000 | \$ 1,200 | \$ 146,430 | 160 | 96 | 40 | 12 | 5% |
| 9 | Florence | 8,900 | 75.10 | \$ 27,700,000 | \$ 141,000 | \$ 1,200 | \$ 1,080 | \$ 143,280 | 200 | 96 | | 9 | 3% |
| 10 | Dallas | 16,900 | 114.14 | \$ 55,654,988 | \$ 135,250 | \$ 6,000 | \$ 1,320 | \$ 142,570 | 140 | 96 | 40 | 7 (capped at 13) | 3% |
| 11 | Hood River | 8,305 | 72.00 | \$ 47,100,000 | \$ 137,248 | \$ 1,200 | \$ 1,200 | \$ 139,648 | 240 | 96 | 40 | 6 | 3% |
| 12 | St. Helens | 13,800 | 77.05 | \$ 43,000,000 | \$ 137,800 | \$ 1,200 | \$ 600 | \$ 139,600 | 120 | 96 | 96 | 6 | 3% |
| 13 | Pendleton | 17,000 | 119.39 | \$ 103,759,505 | \$ 134,000 | \$ 3,600 | \$ 600 | \$ 138,200 | 200 | 96 | 40 | 6 | up to 6% |
| 14 | Umatilla | 7,605 | 56.00 | \$ 55,644,110 | \$ 129,482 | \$ 6,000 | \$ 1,200 | \$ 136,682 | 140 | 96 | 40 | 5 (capped at 6) | up to 3% |
| 15 | Ontario | 11,450 | 46.75 | \$ 20,871,057 | \$ 131,726 | \$ 1,800 | \$ 1,200 | \$ 134,726 | 200 | 96 | 40 | 6 | 3.00% |
| 16 | Seaside | 6,737 | 80.00 | \$ 27,800,000 | \$ 128,064 | \$ 3,600 | \$ 600 | \$ 132,264 | 140 | 96 | 40 | 6 | 2% |
| 17 | Eagle Point | 9,154 | 31.75 | \$ 20,573,075 | \$ 126,566 | \$ 3,000 | \$ 300 | \$ 129,866 | 140 | 96 | 40 | 6 | 2% |
| 18 | Creswell | 5,585 | 20.77 | \$ 23,900,000 | \$ 122,707 | \$ 1,800 | \$ 900 | \$ 125,407 | 128 | 96 | 40 | 9 | 2% |
| 19 | Warrenton | 5,300 | 56.28 | \$ 32,263,083 | \$ 109,000 | \$ 1,800 | \$ 600 | \$ 111,400 | 120 | 96 | 40 | 6 | - |
| 20 | Southerlin | 8,235 | 45.00 | \$ 28,332,233 | \$ 105,720 | \$ 1,800 | \$ 600 | \$ 108,120 | 120 | 96 | 40 | 6 | - |

Umatilla Ranking: 14 12 6 15 - - 14

Some Numbers:

| | |
|------------------------------------|------------|
| Average Population of Respondents: | 10,986 |
| Median Population of Respondents: | 9,027 |
| Average Total Compensation: | \$ 142,172 |
| Median Compensation: | \$ 141,109 |
| Average Vacation Leave: | 167 |
| Average Sick Leave: | 97 |
| Average Administrative Leave: | 49 |
| Median Severance Pay: | 6 |
| Median Deferred Comp: | 3.00% |

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|------------------------|
| City of Umatilla |
| Umatilla County Cities |

Proposed

| Comp Ranking | General Information | | | | Compensation | | | | Benefits | | | | |
|-------------------|---------------------|------------|--------|----------------|----------------|----------------------|-----------------------------|--------------------|-------------------------------|---------------------------|---------------------|---------------------------|---------------|
| | City Name | Population | FTE | Annual Budget | Current Salary | Annual Car Allowance | Annual Cell Phone Allowance | Total Compensation | Annual Vacation Leave (hours) | Annual Sick Leave (hours) | Admin Leave (hours) | Severance Pay (in months) | Deferred Comp |
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| 5 | Umatilla | 7,605 | 56.00 | \$ 55,644,110 | \$ 149,500 | \$ 6,000 | \$ 1,200 | \$ 156,700 | *160 | 96 | 40 | **6 (capped at 12) | up to 3% |
| 6 | Silverton | 10,520 | 51.92 | \$ 64,006,341 | \$ 149,547 | \$ 3,600 | \$ 600 | \$ 153,747 | 204 | 96 | 80 | 6 | 3% |
| 7 | Milton-Freewater | 7,037 | 70.00 | \$ 35,417,744 | \$ 144,252 | \$ 6,000 | \$ 900 | \$ 151,152 | 180 | 96 | 40 | 5 (capped at 12) | 2% |
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| 13 | St. Helens | 13,800 | 77.05 | \$ 43,000,000 | \$ 137,800 | \$ 1,200 | \$ 600 | \$ 139,600 | 120 | 96 | 96 | 6 | 3% |
| 14 | Pendleton | 17,000 | 119.39 | \$ 103,759,505 | \$ 134,000 | \$ 3,600 | \$ 600 | \$ 138,200 | 200 | 96 | 40 | 6 | up to 6% |
| 15 | Ontario | 11,450 | 46.75 | \$ 20,871,057 | \$ 131,726 | \$ 1,800 | \$ 1,200 | \$ 134,726 | 200 | 96 | 40 | 6 | 3.00% |
| 16 | Seaside | 6,737 | 80.00 | \$ 27,800,000 | \$ 128,064 | \$ 3,600 | \$ 600 | \$ 132,264 | 140 | 96 | 40 | 6 | 2% |
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| 19 | Warrenton | 5,300 | 56.28 | \$ 32,263,083 | \$ 109,000 | \$ 1,800 | \$ 600 | \$ 111,400 | 120 | 96 | 40 | 6 | - |
| 20 | Southerlin | 8,235 | 45.00 | \$ 28,332,233 | \$ 105,720 | \$ 1,800 | \$ 600 | \$ 108,120 | 120 | 96 | 40 | 6 | - |
| Umatilla Ranking: | | 14 | 12 | 6 | 5 | - | - | 5 | | | | | |

Some Numbers:
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 Median Population of Respondents: 9,027
 Average Total Compensation: \$ 142,172
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 Average Vacation Leave: 167
 Average Sick Leave: 97
 Average Administrative Leave: 49
 Median Severance Pay: 6
 Median Deferred Comp: 3.00%

| |
|------------------------|
| Umatilla |
| Umatilla County Cities |
| Proposed Changes |

*This would be effective just 3.5 months early on July 1 rather than on October 16

** One additional month added for each additional year of service completed, capped at 12 (Mr. Stockdale would reach this amount at nearly 10 years of service)

