

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
NOVEMBER 1, 2022
7:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER'S REPORT**

5.1 [Recognition of new Umatilla Reserve Police Officers: Reserver Officers Navarro and Dufloth.](#) *Suggested Action: n/a*

5.2 [General Announcements](#) *Suggested Action: n/a*

5.3 [Moorage Meeting Debrief](#) *Suggested Action: None*

5.4 [Police Department Quarterly Report](#) *Suggested Action: Discussion only. Click [HERE](#) to view the report.*

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

7. **CONSENT AGENDA**

7.1 [October Paid Invoices](#) *Suggested Action: Motion to approve*

8. **NEW BUSINESS**

8.1 [Budget Committee Vacancy](#) *Suggested Action: Robert Hojaboom did not attend either Budget Committee meeting in 2022. Staff recommends that City Council declare the position vacant.*

8.2 [Resolution 14-2023 - A resolution authorizing the City Manager to execute a personal services agreement with Mackenzie, Inc. to provide design and construction support services for the Umatilla Police Station Design and Construction Services project](#)
Suggested Action: The city received 7 bids for the Umatilla Police Station Design and Construction Documents project on October 5, 2022. Based on the Selection Committee's evaluation of the submittals for our police department design project, Mackenzie received the highest number of points.

Motion to approve Resolution 14-2023.

8.3 [Resolution 15-2023.](#) *A Resolution authorizing the City of Umatilla to enter into an*

Intergovernmental Agreement with the cities of Hermiston, Stanfield, and Echo and with Umatilla County for the purpose of providing services to the homeless population under the Practical Assistance through Transitional Housing (PATH) Project and to authorize the City Manager to sign all necessary documents and amendments on behalf of the City.

Suggested Action: Since early 2021 the City has been working with local partners and municipalities on addressing homelessness in ours and neighboring communities. In May 2022 the Cities of Hermiston and Umatilla, together with Umatilla County held a joint session to discuss this issue further. In June 2022 these partnership cities and Umatilla County received a \$1 million grant through HB 4123 to help provide these services. And, this past summer, Planning Commission and City Council approved a Conditional Use permit to provide for a transitional housing facility to be located in Umatilla. This agreement outlines the requirements of this program and assigns corresponding financial commitments from each municipality.

Motion to approve Resolution 15-2023 to enter into an Intergovernmental Agreement between the Cities of Umatilla, Hermiston, Stanfield, and Echo with Umatilla County to provide services to the homeless population through Project PATH.

- 8.4 [Resolution 16-2023](#). A Resolution authorizing the City of Umatilla to enter into an Intergovernmental Agreement to lease land from Umatilla County for the purpose of providing a location for services to the homeless population under the Practical Assistance through Transitional Housing (PATH) Project and to authorize the City Manager to sign all necessary documents and amendments on behalf of the City. *Suggested Action: The City has made several efforts over the past two years towards providing services to the homeless population in the City and in West Umatilla County. This lease agreement provides the site location to provide these services according to the terms of the agreement.*

Motion to approve Resolution 16-2023 to enter into an Intergovernmental Agreement to lease land from Umatilla County for Project PATH.

- 8.5 [Resolution 17-2023](#). A Resolution authorizing the City of Umatilla to enter into a Transitional Housing Services Agreement with Stepping Stones of Hermiston Inc and authorize the City Manager to sign all necessary documents and amendments on behalf of the City. *Suggested Action: The City solicited bids for a contractor to provide professional services to assist the City with our transitional housing program, known as Project PATH. Stepping Stones of Hermiston Inc. was the only bid received. Staff has been negotiating the final terms of the agreement with Stepping Stones over the past few months and presents this final draft to Council for consideration.*

Motion to approve Resolution 17-2023 to enter into a Transitional Housing Services Agreement with Stepping Stones of Hermiston Inc.

- 8.6 [Resolution 18-2023](#) - A resolution adopting a mid-year cost of living increase and repealing pay plan and position levels of Resolution No. 48-2021, 27-2022 and 29-2022 *Suggested Action: Motion to approve Resolution 18-2023*

9. **PUBLIC COMMENT**

10. **DISCUSSION ITEMS**

11. **MAYOR'S MESSAGE**

12. **COUNCIL INFORMATION & DISCUSSION**

13. **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.

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Recognition of new Umatilla Reserve Police Officers: Reserver Officers Navarro and Dufloth.

Meeting Date:

2022-11-01

Department:

City Administration

Director:

Darla Huxel

Contact Person:

Darla Huxel

Phone Number:

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

No

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

n/a

Consistent with Council Goals:

Goal 5 : Perform at the Highest Levels of Operational Excellence

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

General Announcements

Meeting Date:

2022-11-01

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

Cost of Proposal:

n/a

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

n/a

Reviewed by Finance Department:

No

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

n/a

Consistent with Council Goals:

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

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Moorage Meeting Debrief	Meeting Date: 2022-11-01
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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): N/A
Amount Budgeted: N/A	

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

Summary Statement: None

Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Police Department Quarterly Report	Meeting Date: 2022-11-01
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Department: Police	Director: Darla Huxel	Contact Person: Darla Huxel	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: NA
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Attachments to Agenda Packet Item:

[Police Dept 1st Quarter FY22-23reduced.pdf](#)

Summary Statement: Discussion only. Click HERE to view the report.
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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.

POLICE DEPARTMENT

QUARTERLY REPORT

First Quarter, Fiscal Year 2022-2023
Quarter Ended September 30, 2022

Greetings,

The following information represents activity and information during the first quarter of Fiscal Year (FY) 2021-22 which includes July, August and September, 2022. On a regular basis, I am reminded of the great people that work for the Police Department. To highlight that, I want to share with you a couple of stories that occurred during this last quarter:

- Our part-time Office Specialist Jan Zita has a long standing family tradition of attending the Pendleton Round Up every year. Four years ago, as she was leaving the box seat area, she happened to see a smaller box protruding from a garbage bag that seemed out of place. When she looked into the box, she found a very expensive necklace and other jewelry. There was no one around the area at that time so she put it in her purse. She began asking different people who were associated with the Round Up who might know the identity of the rightful owner. For the next four years, every year Jan would put the box in her purse and take it with her to the Round Up in hopes of reuniting the jewelry to the owner. This year, with the help of a Round Up Director, she was finally able to make that happen! She was introduced to him and presented him with the necklace and jewelry. He was amazed and grateful that Jan was persistent in doing the right thing in getting the necklace back to him.
- Our part-time Police Officer Brent Holden is a Reservist with the Navy and was deployed to the Middle East earlier this year. During the time the U.S. was withdrawing from Afghanistan, Brent was stationed at the military base in Baharain, a vital and dangerous location. His service to the people of the U.S. during this time was especially felt in our department as we prayed for his safety and strength. While he has been gone on this deployment, he missed out on the birth of his daughter and we want nothing more for him to be able to return home to his family and community.

We are so very proud of Jan and Brent for living true to our mission statement - Doing the right thing, for the right reason, at the right time! I hope this reminds you that we have great people working here at the City of Umatilla and that behind every badge and within every person who works in law enforcement is someone who makes individual sacrifices that continue to make our community safer and a better place to live.

As our community continues to grow so will our activity numbers. Many of the housing projects that are being completed continue to have waiting lists for occupancy. With more people, more "stuff" is going to happen. Another thing that will affect our numbers in the future is the implementation of a newer, updated criminal reporting requirement that is being imposed by NIBERS - National Incident-Based Reporting System that is managed by the FBI. That change will have a direct impact on my next quarterly report.

While reading through this quarterly report, if you have any questions or want additional information, please contact me at the police department by phone (541-922-3789) or by email (Huxel@umatilla-city.org). Thank you and be safe!

Darla Huxel
Chief of Police

Umatilla Police Department Activity Summary

Patrol

During the first quarter of FY21/22, calls for service/self-initiated activity increased to 2617 calls from 2274 during the first quarter of FY20/21.

The average response time during this quarter increased compared to last years first quarter time. The average time per incident showed a slight increase from last years first quarter time.

	<u>FY21/22</u>	<u>FY20/21</u>
Total Dispatched Incidents	2546	2764
Average Response Time	7:15	7:01
Average Time per incident	46:47	43:50

Staff Meetings

During the first quarter of FY21/22, regular staff meetings and Supervisor meetings were conducted on July 12, August 2 and September 13. Some time spent during these meetings is used to share information and specific incidents that have occurred during the month.

Training

The total training hours during this quarter for all UPD department personnel was approximately 283 hours; 3 hours of instruction from our department members and 280 hours of received training. This does not include training done during our monthly staff meetings. Topics during staff meetings include areas such as high risk/low frequency issues, mandated annual employment topics and case reviews or debriefing of officer involved incidents.

First quarter FY21/22 training included:

- LEADS Certification = 3 hours training and 3 hours instruction
- Harassment in the workplace = 9 hours
- Biased based policing = 9 hours
- Investigations = 16 hours
- Water safety/throw bags = 13 hours
- Reid Interview Techniques = 96 hours
- Tall Cop Drug/Alcohol Awareness = 18 hours
- Internal Affairs Investigations = 16 hours (Leadership)
- OWLA and OACP conferences = 24 hours
- Gang Awareness = 36 hours
- Emergency Operations Tabletop = 40 hours

Reserve Officers

Our Police Reserve Officers were able to put a minimal amount of time in assisting the full time officers. Although down to just two Reserve Officers (one of which has been working on the east coast for an extended period), Reserves still contributed 24 hours this quarter. We began recruiting for Reserve Officers to fill vacant positions and started the testing and background checks in July. The testing and checks for Reserve Officers are the same used for hiring any full time officer. At the end of this quarter, one background is complete and the other is still being processed.

School Resource Officer Activities

- July Events – SRO Wilson was assigned patrol duties during the summer months while school was out. He attended two school related trainings which included the National Association of School Resource Officers Conference and the Innovative Schools Summit/Conference.

- August Events – SRO Wilson was assigned patrol duties and attended one school Administrative Team Meeting (ATM)
- September Events – Participated in one ATM meeting and focused on traffic enforcement around the schools. This generated 40 verbal warnings for crosswalk violations, 3 illegal parking violation warnings, 1 distracted driver warning (cell phone) and 2 warnings for moving violations. Officer Wilson also responded to 3 incidents that were criminal in nature that were handled by school administration and 1 incident in which 2 students were cited for fighting in school.

SRO Officer Wilson is happy to be able to get back into the schools and has been working with school staff to prepare for future presentations and be actively involved in various events and activities that will be held in the school.

Community/School Activities

- July Events – Participated in a Saturday Market event.
- August Events – Participated in the National Night Out event (Detailed below).
- September Events – Participated/hosted an Emergency Operations Tabletop event (Detailed below).

Juvenile Activity

During the first quarter of FY21/22, calls involving juveniles decreased from first quarter FY20/21 from 19 to 10. Cases/incidents involving juveniles include all juvenile complaints/contacts, runaways and minor in possession of alcohol or tobacco. Some of these cases/incidents are referred to our Community Accountability Board which generally will see cases/incidents for first time offenders of violations or misdemeanor classed crimes. There were three referrals to the CAB and no referrals to the Community Truancy Board during the first quarter of FY21/22.

Sex Crimes/Registrations

- There were a total of six sex crimes/registrations reported this quarter showing an increase from the four in first quarter FY 20/21. In July we began doing in person sex offender registrations as time and open office hours allowed.

Traffic Infractions

- During the first quarter of FY21/22, we conducted 883 self-initiated traffic stops/traffic complaints. As a result, 301 traffic citations were issued which resulted in a traffic infraction citation being issued approximately 34% of the time. This figure includes both criminal and non-criminal traffic infractions.
- There were no special enforcement operations during this quarter, however, we conducted 72 directed patrols mostly in the Lind Rd./Union Street area as a result of multiple driving complaints in that area.

Traffic Citations – During the first quarter of FY21/22, there were 301 traffic citations issued and 582 warnings given compared to 295 citations issued and 577 warnings given in the first quarter of FY20/21. Offenses that are tracked include:

- Speed
- Traffic Control Devices
- Insurance/Registration
- No Operators License
- Driving While Suspended
- Equipment violations

Traffic Crashes – First quarter of FY21/22 indicates a decrease from first quarter of FY20/21 from 34 to 33. A large number of these crashes continue to occur at, or around, the Highway 730/Interstate 82 intersections. The city has brought this to the attention of the ODOT Regional Manager who has ensured that the lights at those intersections are running properly. We will continue to keep ODOT updated of the re-occurring problem in this area. Please use extra caution especially when merging into one lane going westbound. Also, during peak traffic times, backups occur in the lanes coming down the hill from Highway 395. Many times, people will allow space for people to turn onto the freeway headed toward the Tri-Cities. If you are turning, remember that there

are TWO lanes that you must cross. If you are in the slow lane coming down the hill be aware that people may be turning onto the freeway between this gap. Extra caution is a must in this area.

Person Crimes/Incidents - First Quarter Comparisons.

FY 21/22	FY 20/21
68	58

Property Crimes/Incidents - First Quarter Comparisons.

FY 21/22	FY 20/21
129	109

Arrests - First Quarter comparisons.

FY 21/22	FY 20/21
97	73

Other Notable Items of Interest

Office Administrator workload – In addition to the daily dispatching duties, our office personnel completed 66 records requests. This quarter we provided fingerprint services to the public and completed 6 requests.

Mental health – Officers continue to have contact with persons who are having mental health issues or are in crisis. Our FY 21/22 number for calls dealing with mental/suicidal subjects have increased from FY 20/21 quarter from 9 to 18. With Umatilla County's change of their mental health provider from Lifeways to Community Counseling Solutions, we hope to see a more positive response to our request for assistance in dealing with those who are in a mental health crisis. Currently, the county is phasing in the new provider with full implementation expected before the end of the year.

Grant award status – Pending grant with Wal-Mart for our annual Shop with a Cop event in December.

Summary of Offenses

A review of the offenses from this first quarter compared to last first quarter shows an overall increase in activity except in burglary, menancing, trespassing and UUMV/UEMV cases.

Property crimes saw an overall increase of 20 reports this quarter compared to FY 20/21 first quarter from 109 to 129. The largest increases were in theft calls and fraud/forgery calls.

Person crimes saw an overall increase of 10 reports this quarter compared to FY 20/21 first quarter from 58 to 68. The main increase was in domestic violence/violation of restraining order reports.

Snapshot All Offenses Q1 FY22/23		Snapshot All Offenses Q1 FY 22/21	
Offense	Amount	Offense	Amount
Abuse	12	Abuse	7
Assaults	4	Assaults	5
Burglary	6	Burglary	5
Criminal Mischief	13	Criminal Mischief	16
Domestic Disturbance/VRO	34	Domestic Disturbance/VRO	35
Drug Activity	0	Drug Activity	7
DUII	10	DUII	5
Fraud/Forgery	6	Fraud/Forgery	11
Harassment/Stalking	18	Harassment/Stalking	21
Kidnapping	0	Kidnapping	0
Menancing	0	Menancing	0
Robbery	0	Robbery	0
Thefts	35	Thefts	39
Trespassing	25	Trespassing	35
UUMV/UEMV	9	UUMV/UEMV	11
Warrants	16	Warrants	41
Total	188	Total	238
Assists	116	Assists	110
Person Crimes		Property Crimes	

Code Enforcement - Property



In this last quarter, we responded to 74 property calls with the majority involving weeds and/or overgrown vegetation or unsightly debris.

As mentioned in my last quarterly report, the City has numerous opportunities to assist in cleanup efforts during the year and strongly encourages people to take advantage of those events.

There will be another City wide cleanup on November 13th from 10:00 a.m. until 1:00 p.m.

People are encouraged to bring their items to dumpsters that will be located at the Public Works area for **free!**

Can't find a way to haul your items to the dumpsters - if you can get the items to the curbside, then call City Hall (541-922-3226) and arrange for the Public Works crew to pick them up for you **the week prior to the event** and yes, it also is free of charge!

Please, please, please take advantage of this opportunity to clean up our community.

Code Enforcement - Animals



In this last quarter, we responded to 105 animal related calls, the majority of which involved dogs running at large or excessive barking.

When your dogs are licensed, many times the Code Officer can safely return your dog should it escape from your property. Please be mindful of your neighbors and take steps to quiet your dog from excessive barking.

Our Code Officer responds to a variety of different animal calls like the one in the picture above - yes, she and Officer Butler are rescuing a chicken and her eggs from a nesting spot in a neighborhood.

Chickens are not allowed in the city, so she was able to safely remove and place this chicken at a local farm to roam free. (No chicken or eggs were harmed during this incident!)

Code Enforcement - Vehicles



In this last quarter, we responded to 72 vehicle calls with the majority involving parking complaints. We will continue to address illegal and extended parking on the streets especially as winter quickly approaches.

Just a reminder, campers, trailers (any kind) and RV's are not allowed to be parked on the street. There is a grace period that allows for people who may be visiting you to be parked over a weekend (3 days) but that is the only exception.

Now that school is back to in person learning, a reminder to please slow down especially in our school zones and residential areas. As the days get shorter, daylight hours also get shorter so be aware of pedestrians and please use the crosswalks.

The Use of Force Review Committee meets on a quarterly basis. The role of the committee is to review the use of force incidents that the police department is involved with on a quarterly basis. This not only provides transparency but will also allow an outside view of the police department policies and practices and how they are applied. The committee is comprised of the Mayor, two City Council members (Police Committee), the City Manager, the police Lieutenant and two citizen volunteers.

In this last quarter, UPD had a total of seven use of force incidents for the months of July (4), August (2) and September (1). Four of the incidents involved officers who pointed a firearm and three incidents required using a control hold to effect an arrest: one suspect was intoxicated, one suspect was attempting to flee on foot and one suspect was threatening self-harm by holding a knife to their throat. By policy, each officer involved with a Use of Force incident is required to complete a Use of Force form that is reviewed by the Lieutenant for proper application by policy. There was one incident in which the Lieutenant was involved and that incident was reviewed by the Chief. All incidents are briefed with the involved officer(s) and the Chief. The Committee will meet October 21st to review these mentioned incidents.

During this quarter, there was not any Use of Force specific training. As mentioned previously, these type of incidents are discussed during the monthly staff meetings. This provides an opportunity to review tactics, applicable case law and best practices.

Community Engagement



Community Engagement

Our department is making a concerted effort to be a part of, participate in or attend as many community sponsored events as possible. This allows for the general public to have interaction with our staff, ask questions in a non-threatening type of environment and to generally get to know us; putting a name to the face.

In July, we participated in the Saturday Market by having a booth set up to distribute various information on topics such as fraud, home security, personal safety, etc.

In August, all of our department was involved with the National Night Out event and in September we stepped up patrols around the schools when the in-person teaching resumed. We will be participating in as many public events that we can as personnel and activity permits.

National Night Out



National Night Out

"National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live.

National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community.

Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

Millions of neighbors take part in National Night Out across thousands of communities from all fifty states, U.S. territories and military bases worldwide on the first Tuesday in August." as described on the NNO website. More information can be found at: natw.org.

Our event was held at Victory Square Park where we provided free food and drink and held various other community and youth events.

Emergency Operations Tabletop



Emergency Operation Tabletop

One of the City Council goals involves emergency management. In part the goal states: Work to establish Umatilla as a community that emphasizes emergency preparedness. Make any effort possible to ensure that all City functions can operate during times of crisis or if power or other core utilities were to temporarily be unavailable.

On September 21 - 22, the Mayor, Council, City Department Heads, various City employees and a number of neighboring agencies and partners participated in a tabletop exercise that tested our ability to respond to a emergency event here in town. We were able to enlist the assistance of Dr. Mary Schoenfeldt who comes with an extensive resume involving several national organizations.

Dr. Schoenfeldt has worked in communities all around the US and beyond. She has provided services to Eastern Oregon in the past and is well known locally for her expertise and ability to make a difference.

Oregon Accreditation Alliance



Oregon Accreditation Alliance

In the 2021 Legislative session, HB 2162 was passed which requires one or more accrediting bodies for law enforcement agencies to be designated by DPSST. The Oregon Accreditation Alliance (OAA) has been designated as Oregon's accreditation body. The bill also sets deadlines for specific agencies to acquire accreditation in the future. We are fortunate to have already achieved this accomplishment through the OAA.

Listed below are some of the benefits of accreditation:

For the Community

- Increases the law enforcement agency's ability to prevent and control crime through more efficient and effective delivery of services.
- Enhances community understanding of the law enforcement agency, its role in the community, and its goals and objectives.
- Creates a forum in which police and citizens work together to prevent and control crime through greater understanding of the challenges and impacts on law enforcement and the desires of the community.
- Enhances public confidence in the law enforcement agency.

For the Chief Executive Officer

- Increases cooperation and coordination with other law enforcement and criminal justice agencies.

Umatilla PD Accreditation Update



Umatilla PD Accreditation Update

In January 2016, the Umatilla Police Department received accreditation from the Oregon Accreditation Alliance for the year 2015. This began the three year cycle that would be required to maintain accreditation status. In April 2019, we received re-accreditation for the years 2016, 2017 and 2018. Right now, we are in the three year cycle of 2019, 2020 and 2021. We will be conducting a pre-review for re-accreditation sometime in November or December with the final review to be held in January 2022.

From the first accreditation period to now, the process has changed a lot. As with most programs, this process has moved from paper files to a digital format. We are fortunate to have a part time office person, Krysta Marlow, who was "voluntold" to take on the challenge. Some of you may recall, Cindy Eddy was our original accreditation manager who was stellar in helping to establish our program. She left a solid framework for Krysta to convert the paper files to the required digital format. Krysta is committed to the project and we are confident that we will not have any problems with our final re-accreditation review in January.

Why be accredited? The law enforcement accreditation system establishes a uniform set of "Best Practices" for police agencies that are consistent on an international scale, measurable, verified by an independent body as to compliance

- Provides independent confirmation that policies comply with professional standards.
- Provides greater administrative and operational effectiveness.
- Insures continuous, systemized self-assessment of policies, procedures, and operational practices.
- Decreases exposure to civil liability and costly settlements, which leads to potential reductions in premiums for liability insurance.
- Provides state and local acknowledgement of professional competence.

and creates an accountability to the community, elected policy makers, and the line officers who are performing the day to day work. Within the law enforcement standards of Best Practices are compliance requirements dealing with life, health, safety and high liability exposures.

We will be ahead of the game as accreditation becomes a requirement for many agencies. Right now, because of our size, it is not a state mandated requirement but I believe that we are headed toward legislation that will require ALL agencies be accredited in the future.

For Law Enforcement Personnel

- Enhances understanding of agency policies and procedures.
- Assures consistent recruitment, selection, and promotion processes and that employment practices are fair, equitable, and non-discriminatory.
- Increases morale within the agency.
- Increases pride and confidence in the agency and its operations.
- Ensures that agency policies and procedures are reduced to writing and available to all personnel.

UPD Employee Highlight

Officer Nick Lemmon has been with the department since 2019. He is currently assigned as a Patrol Officer.

Officer Lemmon came to us with some experience as a security guard and was working at Two Rivers Correctional Institute at the time we hired him at our department. He also has some experience in construction.

Officer Lemmon spent most of his younger years in Washington state, graduating High School in Kent and then graduated from Central Washington University with a degree in Philosophy.

While in high school, Officer Lemmon was the captain of the wrestling team and captain of the Cross Country/Track team. He competed at the state level in both of those sports.

Officer Lemmon enjoys outdoor activities such as hiking, hunting and also enjoys working on his truck.



Umatilla Police Officer's Association Activities

The Umatilla Police Officer's Association is an organization comprised of members of the Police Department but is not part of the department. The UPOA is not funded by the police department but relies on independent fund raisers to support local events and organizations with a focus on our youth.



During this quarter their involvement included:

- Donation to the Randy Studebaker Fund raiser
- Donation of raffle items to Fishin' the Brave
- Donation to the Heritage Golf Tournament that supports the Umatilla Museum and Umatilla Alumni Association



POLICE DEPARTMENT QUARTERLY REPORT

www.umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: October Paid Invoices	Meeting Date: 2022-11-01
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

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

[October 2022 Paid Invoices.pdf](#)

Summary Statement: Motion to approve
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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.

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
7							
7	A & M Supply	3071723	Parks Supplies	10/05/22	50.29	49788	10/18/22
	Total 7:				50.29		
13							
13	A-1 Industrial Hose & Supply	334579	Parks Supplies	10/17/22	12.66	Multiple	10/24/22
	Total 13:				12.66		
82							
82	AmeriTitle, Inc.	219822	564895AM-Garcilazo, Vincente	10/03/22	200.00	Multiple	10/24/22
	Total 82:				200.00		
91							
91	Andrews Sewer & Drain Service	8142	Unclog City Sewer Line	10/05/22	195.00	49789	10/18/22
	Total 91:				195.00		
148							
148	Banner Bank Mastercard	0715.09.24.2	Lunch Meeting with Brandon	09/24/22	9.13	49872	10/18/22
		0715.09.24.2	Lunch Meeting With Brandon	09/24/22	9.13	49872	10/18/22
		0715.09.24.2	Lunch Meeting With Brandon	09/24/22	9.13	49872	10/18/22
		0715.09.24.2	Lunch Meeting With Brandon	09/24/22	9.12	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	8.00	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	8.00	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	8.00	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	8.00	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon	09/24/22	10.20	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon	09/24/22	10.20	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon	09/24/22	10.20	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon	09/24/22	10.20	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	11.58	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	11.58	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	11.58	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Leon	09/24/22	11.58	49872	10/18/22
		0715.09.24.2	Lunch Meeting	09/24/22	74.40	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon/Tamara	09/24/22	15.30	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon/Tamara	09/24/22	15.30	49872	10/18/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0715.09.24.2	Lunch Meeting with Brandon/Tamara	09/24/22	15.30	49872	10/18/22
		0715.09.24.2	Lunch Meeting with Brandon/Tamara	09/24/22	15.30	49872	10/18/22
		0821SEPT22	Recreation Equipment	09/23/22	494.66	49703	10/04/22
		0821SEPT22	Halloween Supplies	09/23/22	595.81	49703	10/04/22
		1051.09.24.2	USB to HDMI Computer Supply	09/24/22	29.88	49781	10/06/22
		1051.09.24.2	Anime Club Snacks	09/24/22	16.17	49781	10/06/22
		1051.09.24.2	Halloween Costumest for Kellie and Arianna	09/24/22	106.97	49781	10/06/22
		1051.09.24.2	Graphic Design Software Membership	09/24/22	12.99	49781	10/06/22
		1051.09.24.2	Little Reader's Books	09/24/22	27.00	49781	10/06/22
		1051.09.24.2	Wine & Art Supplies	09/24/22	3.75	49781	10/06/22
		1051.09.24.2	Halloween Supplies	09/24/22	8.00	49781	10/06/22
		1051.09.24.2	Wine & Art Supplies	09/24/22	56.22	49781	10/06/22
		1051.09.24.2	Little Reader's Books for Oct., Nov., and Dec.	09/24/22	210.00	49781	10/06/22
		1051.09.24.2	Wine and Art Supplies	09/24/22	27.06	49781	10/06/22
		1051.09.24.2	Mother's Day Support Group	09/24/22	9.58	49781	10/06/22
		1051.09.24.2	Teleprompter App Membership	09/24/22	11.99	49781	10/06/22
		1051.09.24.2	Halloween Supplies	09/24/22	68.72	49781	10/06/22
		1051.09.24.2	Amazon Prime	09/24/22	14.99	49781	10/06/22
		1051.09.24.2	Anime Club & Misc. Program Supplies	09/24/22	77.98	49781	10/06/22
		1051.09.24.2	Halloween Paint & Supplies	09/24/22	68.50	49781	10/06/22
		1051.09.24.2	Video Editing Membership	09/24/22	9.00	49781	10/06/22
		1051.09.24.2	Accidental Purchase-Waiting on Refund	09/24/22	5.99	49781	10/06/22
		2217.09.23.2	Amazon-Halloween	09/23/22	5.99	49781	10/06/22
		2217.09.23.2	Grand Hotel-CIS Conference -Huxel	09/23/22	325.16	49781	10/06/22
		2217.09.23.2	911 Supply	09/23/22	47.98	49781	10/06/22
		2217.09.23.2	911 Supply	09/23/22	233.98	49781	10/06/22
		2217.09.23.2	Book for WSS	09/23/22	19.99	49781	10/06/22
		2217.09.23.2	TLO Transunion	09/23/22	75.00	49781	10/06/22
		2217.09.23.2	Book for WSS	09/23/22	19.51	49781	10/06/22
		2217.09.23.2	911 supply	09/23/22	65.00	49781	10/06/22
		2217.09.23.2	911 Supply	09/23/22	623.74	49781	10/06/22
		2217.09.23.2	911 Supply	09/23/22	472.96	49781	10/06/22
		2217.09.23.2	OACP Conference-Wright	09/23/22	225.00	49781	10/06/22
		2217.09.23.2	Office Supplies	09/23/22	174.78	49781	10/06/22
		2217.09.23.2	911 Supply	09/23/22	219.98	49781	10/06/22
		2970.09.24.2	PW Parks Gloves	09/24/22	31.94	49781	10/06/22
		2970.09.24.2	Building Dept. Donuts	09/24/22	13.95	49781	10/06/22
		2970.09.24.2	ADOBE	09/24/22	20.99	49781	10/06/22
		2970.09.24.2	Planning Dept-Cubicle Door	09/24/22	326.99	49781	10/06/22
		2970.09.24.2	Permit Tech Exam-Morales	09/24/22	241.00	49781	10/06/22
		2970.09.24.2	Wayfinding Open House	09/24/22	328.75	49781	10/06/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2970.09.24.2	Adobe Products-Rec Dept	09/24/22	61.48	49781	10/06/22
		2970.09.24.2	Fertilizer Hanging Plants	09/24/22	265.17	49781	10/06/22
		3132.09.24.2	Hotel for Training-Duane D.	09/24/22	1,395.00	49791	10/18/22
		3132.09.24.2	Hotel for Training-Matt C.	09/24/22	1,395.00	49791	10/18/22
		3132.09.24.2	Golf Course Fuel	09/24/22	100.00	49791	10/18/22
		3132.09.24.2	Meter Calibration and Testing	09/24/22	1,475.00	49791	10/18/22
		4267.09.24.2	Halloween Supplies	09/24/22	189.22	49791	10/18/22
		4267.09.24.2	Walmart-Bingo Prizes	09/24/22	132.13	49791	10/18/22
		4267.09.24.2	Advertising	09/24/22	5.64	49791	10/18/22
		4267.09.24.2	Oregon Food Handlers	09/24/22	17.00	49791	10/18/22
		4267.09.24.2	Cooking Class and Halloween	09/24/22	85.00	49791	10/18/22
		4267.09.24.2	Tape Measure	09/24/22	16.47	49791	10/18/22
		4267.09.24.2	Cleaning Supplies	09/24/22	2.75	49791	10/18/22
		4267.09.24.2	Saturday Market Supplies	09/24/22	153.81	49791	10/18/22
		4267.09.24.2	Sign Holders	09/24/22	25.87	49791	10/18/22
		4267.09.24.2	Return Rec. Program Supplies	09/24/22	38.84	49791	10/18/22
		4267.09.24.2	Cooking Class	09/24/22	6.25	49791	10/18/22
		4267.09.24.2	Cooking Class Supplies	09/24/22	43.20	49791	10/18/22
		4267.09.24.2	Cooking Class Supplies	09/24/22	2.49	49791	10/18/22
		4267.09.24.2	Cooking Class	09/24/22	18.00	49791	10/18/22
		5571.09.24.2	Property Deed from County Records	09/24/22	1.50	49791	10/18/22
		5571.09.24.2	Property Deed from County Records	09/24/22	6.50	49791	10/18/22
		5571.09.24.2	Property Deed from County Records	09/24/22	1.50	49791	10/18/22
		5571.09.24.2	Property Deed from County Records	09/24/22	2.00	49791	10/18/22
		5571.09.24.2	OAPA Annual Conference (Jacob & Brandon)	09/24/22	610.00	49791	10/18/22
		5571.09.24.2	Work Lunch	09/24/22	61.80	49791	10/18/22
		5571.09.24.2	Gas for Escape	09/24/22	67.97	49791	10/18/22
		5571.09.24.2	Property Deed from County Records	09/24/22	1.50	49791	10/18/22
		5571.09.24.2	Property Deed from County Records	09/24/22	4.25	49791	10/18/22
		6777.09.24.2	Ubiquiti Inc-UniFi6 Pro	09/24/22	163.74	49872	10/18/22
		6777.09.24.2	Refund from SUP Cert	09/24/22	85.00	49872	10/18/22
		6777.09.24.2	Charges on Acct	09/24/22	20.00	49872	10/18/22
		6929.09.24.2	Jason Lohman-Luncheon	09/24/22	253.22	49791	10/18/22
		6929.09.24.2	Marina Supplies	09/24/22	45.97	49791	10/18/22
		6929.09.24.2	Jason Lohman-Luncheon	09/24/22	33.64	49791	10/18/22
		6929.09.24.2	Whirlpool Stores-Water filters	09/24/22	89.98	49791	10/18/22
		6929.09.24.2	Public Records Request	09/24/22	1.50	49791	10/18/22
		6929.09.24.2	Public Records Request	09/24/22	1.75	49791	10/18/22
		6929.09.24.2	Jason Lohman Luncheon	09/24/22	20.00	49791	10/18/22
		6929.09.24.2	Office Chair-Thalia	09/24/22	18.99	49791	10/18/22
		6929.09.24.2	Recycle Bin-City Hall	09/24/22	49.98	49791	10/18/22
		6929.09.24.2	Halloween Supplies	09/24/22	57.83	49791	10/18/22
		6929.09.24.2	Breakroom Supplies	09/24/22	85.28	49791	10/18/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
6929.09.24.2		6929.09.24.2	Employee Birthday Celeb.	09/24/22	40.93	49791	10/18/22
6929.09.24.2		6929.09.24.2	Sensus Conference Registration	09/24/22	49.00	49791	10/18/22
6929.09.24.2		6929.09.24.2	Life Vest Buckles	09/24/22	71.91	49791	10/18/22
6929.09.24.2		6929.09.24.2	BOLI event registration-Egan	09/24/22	350.00	49791	10/18/22
7126.09.23.2		7126.09.23.2	Frito Lay Snacks 2U	09/23/22	145.42	49781	10/06/22
7126.09.23.2		7126.09.23.2	Golf Warehouse	09/23/22	149.94	49781	10/06/22
7126.09.23.2		7126.09.23.2	Golf Warehouse	09/23/22	227.94	49781	10/06/22
7126.09.23.2		7126.09.23.2	Pelzer Golf	09/23/22	41.75	49781	10/06/22
8336.09.23.2		8336.09.23.2	Office Supplies	09/23/22	64.97	49791	10/18/22
8336.09.23.2		8336.09.23.2	Positive Promotions	09/23/22	43.18	49791	10/18/22
8336.09.23.2		8336.09.23.2	Office Supplies	09/23/22	212.48	49791	10/18/22
8336.09.23.2		8336.09.23.2	Evidence Boxes	09/23/22	39.22	49791	10/18/22
8336.09.23.2		8336.09.23.2	Dymo Printer	09/23/22	307.00	49791	10/18/22
8336.09.23.2		8336.09.23.2	Staff Meeting Meal	09/23/22	121.76	49791	10/18/22
8336.09.23.2		8336.09.23.2	Live Trap and Cat Food	09/23/22	106.51	49791	10/18/22
8336.09.23.2		8336.09.23.2	Halloween Supplies	09/23/22	64.33	49791	10/18/22
8336.09.23.2		8336.09.23.2	Dymo Labels	09/23/22	30.00	49791	10/18/22
8336.09.23.2		8336.09.23.2	Office Supplies	09/23/22	16.53	49791	10/18/22
8336.09.23.2		8336.09.23.2	Office Supplies	09/23/22	57.42	49791	10/18/22
8336.09.23.2		8336.09.23.2	Office Supplies	09/23/22	8.88	49791	10/18/22
9336.09.24.2		9336.09.24.2	Halloween Supplies Walmart	09/24/22	14.59	49781	10/06/22
9336.09.24.2		9336.09.24.2	When I work Subscription	09/24/22	60.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	ISSUU Online Brochure publisher	09/24/22	58.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	Amazon-Halloween	09/24/22	203.88	49781	10/06/22
9336.09.24.2		9336.09.24.2	Amazon-Halloween	09/24/22	142.56	49781	10/06/22
9336.09.24.2		9336.09.24.2	Jiffy Shirts	09/24/22	110.23	49781	10/06/22
9336.09.24.2		9336.09.24.2	Recreation Brouchure Printing	09/24/22	3,119.67	49781	10/06/22
9336.09.24.2		9336.09.24.2	Office Floor Mat	09/24/22	21.80	49781	10/06/22
9336.09.24.2		9336.09.24.2	Facebook Rec. Programs	09/24/22	75.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	Brochure Rack	09/24/22	68.52	49781	10/06/22
9336.09.24.2		9336.09.24.2	Marina Office	09/24/22	43.14	49781	10/06/22
9336.09.24.2		9336.09.24.2	Rec. Equipment-BINGO	09/24/22	238.89	49781	10/06/22
9336.09.24.2		9336.09.24.2	Marina Office	09/24/22	51.98	49781	10/06/22
9336.09.24.2		9336.09.24.2	Life jackets	09/24/22	139.98	49781	10/06/22
9336.09.24.2		9336.09.24.2	Marina Postage	09/24/22	7.85	49781	10/06/22
9336.09.24.2		9336.09.24.2	Rec. Program Ad.- FaceBook	09/24/22	125.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	Amazon-Kayak Whistle	09/24/22	33.75	49781	10/06/22
9336.09.24.2		9336.09.24.2	ORPA-Hotel-Chris Waite	09/24/22	735.85	49781	10/06/22
9336.09.24.2		9336.09.24.2	ORPA Registration	09/24/22	535.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	Amazon-Halloween	09/24/22	41.54	49781	10/06/22
9336.09.24.2		9336.09.24.2	Amazon-Halloween	09/24/22	22.95	49781	10/06/22
9336.09.24.2		9336.09.24.2	Facebook-Rec. Program Ads	09/24/22	73.12	49781	10/06/22
9336.09.24.2		9336.09.24.2	Conference COVID Test-Chris Foreman	09/24/22	45.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	NRPA Conference-Foreman Checked Bag	09/24/22	21.00	49781	10/06/22
9336.09.24.2		9336.09.24.2	Facebook Rec. Program				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Ads	09/24/22	75.00	49781	10/06/22
		9336.09.24.2	Amazon-Halloween	09/24/22	81.30	49781	10/06/22
		9336.09.24.2	Cooking Class Supplies	09/24/22	72.16	49781	10/06/22
		9336.09.24.2	Pricing Refund-Luke Hotel	09/24/22	635.22-	49781	10/06/22
		9336.09.24.2	Priceline Refund-Noemy Hotel	09/24/22	635.22-	49781	10/06/22
		9336.09.24.2	Walmart-Saturday Market	09/24/22	77.98	49781	10/06/22
		9336.09.24.2	Chick Fil A-Staff Training and Kiln Pickup	09/24/22	28.95	49781	10/06/22
		9336.09.24.2	Yoga Mat Roll	09/24/22	114.99	49781	10/06/22
		9336.09.24.2	Facebook-Program Ads	09/24/22	54.89	49781	10/06/22
Total 148:					19,857.02		
155							
155	Barnett & Moro, P.C.	2022-AUDIT	Annual Audit-FY June 2022	10/01/22	14,000.00	49792	10/18/22
Total 155:					14,000.00		
187							
187	Bezona, Dale	10.01.2022	Slip Release-E-6	10/01/22	85.00	49793	10/18/22
Total 187:					85.00		
231							
231	Bonney's AG & Auto Repair	09.07.22-1	Golf Course	09/07/22	28.00	49796	10/18/22
		09/07/2022-2	Golf Course	09/07/22	14.00	49796	10/18/22
Total 231:					42.00		
276							
276	Builders FirstSource	86083288	Golf Course	09/09/22	53.48	49798	10/18/22
		86127372	Park Maintenance	09/16/22	335.44	49798	10/18/22
		86151769	Golf Course	09/20/22	74.04	49798	10/18/22
Total 276:					462.96		
292							
292	Business Solutions Group	16130	W-2 and 1099 Forms	10/03/22	365.00	Multiple	10/24/22
Total 292:					365.00		
320							
320	Canon Solutions America, Inc	6001897029	COPIER MAINTENANCE	09/24/22	357.95	49799	10/18/22
Total 320:					357.95		
351							
351	Cascade Natural Gas Corp.	1092.09.26.2	700 6th St.	09/26/22	4.72	49708	10/04/22
		1092.09.26.2	700 6th St.	09/26/22	4.72	49708	10/04/22
		1092.09.26.2	700 6th St.	09/26/22	4.71	49708	10/04/22
		3033.09.26.2	82959 Draper St.	09/26/22	12.61	49708	10/04/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8476.09.26.2	1205 W 3RD St.	09/26/22	31.87	49708	10/04/22
Total 351:					58.63		
355							
355	Casiday Battery Co.	15624	Golf Course Supplies	09/23/22	929.85	49800	10/18/22
Total 355:					929.85		
361							
361	CDW Government	11724606	Brother Mono Laser DCP	10/14/22	254.35	Multiple	10/24/22
		DB89039	Network Upgrades	09/27/22	96.60	49801	10/18/22
		DC49509	Network Upgrades	09/28/22	5,280.00	49801	10/18/22
		DF25294	Network Upgrades	10/03/22	2,594.33	49801	10/18/22
		DJ95768	Brother Inkvestment inkject printer	10/11/22	502.54	Multiple	10/24/22
Total 361:					8,727.82		
362							
362	Center Point Large Print	1953576	Large Print Books for Library	09/01/22	49.14	49802	10/18/22
Total 362:					49.14		
367							
367	CenturyLink	678B.09.25.2	Police Dept Phones	09/25/22	91.08	49803	10/18/22
Total 367:					91.08		
391							
391	CI INFORMATION MANAGMEN	0140621	Onsite document shred-Police Dept.	10/01/22	101.48	49804	10/18/22
Total 391:					101.48		
415							
415	COAST TO COAST SOLUTION	IVC0106163	Library Supplies	09/06/22	157.35	49806	10/18/22
Total 415:					157.35		
435							
435	Commercial Tire	286499	Flat Repair	09/23/22	13.57	49808	10/18/22
		286499	Flat Repair	09/23/22	13.56	49808	10/18/22
		286499	Flat Repair	09/23/22	13.56	49808	10/18/22
		286499	Flat Repair	09/23/22	13.56	49808	10/18/22
		287126	Parks Dept	10/10/22	190.19	49808	10/18/22
Total 435:					244.44		
439							
439	Concrete Special Ties, Inc.	79177	Concrete Supplies-City Hall	09/19/22	4.93	49809	10/18/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		80011	Street Supplies	10/10/22	194.82	49809	10/18/22
Total 439:					199.75		
484							
484	Crown Paper & Janitorial	327531	Golf Course Supplies	09/21/22	250.34	49710	10/04/22
Total 484:					250.34		
487							
487	Crystal Clear Ice, LLC	21-208604	Ice for Marina Resale	09/26/22	60.00	49711	10/04/22
		24-200724	Ice for Marina Resale	10/14/22	170.00	Multiple	10/24/22
Total 487:					230.00		
525							
525	DCBS - Fiscal Services	QTR3-2022	Bldg Surcharge Quarterly Sub	10/01/22	14,755.42	49813	10/18/22
Total 525:					14,755.42		
536							
536	Dell Marketing L.P.	1061773333	Adobe Acrobat	09/27/22	48.62	49715	10/04/22
		1061830409	UPD Training Computer	10/03/22	1,192.93	49715	10/04/22
Total 536:					1,241.55		
540							
540	DEMCO, Inc.	7179302	Library - SUPPLIES	09/02/22	28.94	49814	10/18/22
Total 540:					28.94		
546							
546	Department of Corrections	AR028108	Day Labor at Golf Course	09/23/22	2,760.00	49716	10/04/22
Total 546:					2,760.00		
550							
550	DEQ - Dept. of Environmental Q	WQ23DOM-0	Annual Compliance Fee	09/06/22	4,582.00	49584	09/16/22
		WQ23DOM-0	Annual Compliance Fee	09/06/22	137.00	49717	10/04/22
Total 550:					4,719.00		
559							
559	Devin Oil Company Inc	0336244	Marina Fuel	09/30/22	10,824.66	49815	10/18/22
		335834	Public Works Fuel	09/26/22	2,482.62	Multiple	10/24/22
		336215	Golf Course Fuel	09/22/22	1,008.75	49815	10/18/22
		CL67758	Public Works Fuel	09/15/22	243.64	49718	10/04/22
		CL67758	Public Works Fuel	09/15/22	243.65	49718	10/04/22
		CL67758	Public Works Fuel	09/15/22	243.64	49718	10/04/22
		CL67758	Public Works Fuel	09/15/22	243.64	49718	10/04/22
		CL67758	Parks and Rec	09/15/22	465.71	49718	10/04/22
		CL67759	PD Fuel	09/15/22	1,532.48	49718	10/04/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		CL68006	Public Works Fuel	10/01/22	295.45	49815	10/18/22
		CL68006	Public Works Fuel	10/01/22	295.45	49815	10/18/22
		CL68006	Public Works Fuel	10/01/22	295.44	49815	10/18/22
		CL68006	Public Works Fuel	10/01/22	295.45	49815	10/18/22
		CL68006	Parks and Rec	10/01/22	317.37	49815	10/18/22
		CL68006	Library Fuel	10/01/22	60.99	49815	10/18/22
		CL68007	PD Fuel	10/01/22	2,026.53	49815	10/18/22
		CL68247	Parks and Rec	10/15/22	96.86	Multiple	10/24/22
		CL68247	Public Works Fuel	10/15/22	572.86	Multiple	10/24/22
		CL68247	Public Works Fuel	10/15/22	572.86	Multiple	10/24/22
		CL68247	Public Works Fuel	10/15/22	572.86	Multiple	10/24/22
		CL68247	Public Works Fuel	10/15/22	572.85	Multiple	10/24/22
		CL68248	PD Fuel	10/15/22	1,466.52	Multiple	10/24/22
Total 559:					24,730.28		
607							
607	Ducote Consulting	1833	Water P200003 Funding	09/30/22	2,500.00	49719	10/04/22
		1854	20009 sewer funding	09/30/22	1,000.00	49719	10/04/22
		1867	Grand Admin CDBG Sewer	09/30/22	816.25	49719	10/04/22
		1868	Grand Admin CDBG Water	10/01/22	1,028.75	49719	10/04/22
Total 607:					5,345.00		
628							
628	East Oregonian	318895	CDBG Design Hearing	09/27/22	134.40	49816	10/18/22
		318895	CDBG Design Hearing	09/27/22	134.40	49816	10/18/22
		I2022.00007	kiwanis Falls	09/13/22	915.60	49720	10/04/22
		I2022.00007	planning commission-CDBG Water	09/20/22	504.00	49720	10/04/22
Total 628:					1,688.40		
635							
635	Eastern Oregon Telecom, LLC	0317.10.01.2	Golf Course	10/01/22	163.34	49817	10/18/22
		8743.10.01.2	Marina Internet	10/01/22	246.50	49721	10/04/22
		8743.10.01.2	City Hall Internet	10/01/22	3.35	49721	10/04/22
		8743.10.01.2	City Shop	10/01/22	42.97	49721	10/04/22
		8743.10.01.2	WWTP Internet	10/01/22	280.95	49721	10/04/22
		8743.10.01.2	City Hall Internet	10/01/22	10.03	49721	10/04/22
		8743.10.01.2	Library Internet	10/01/22	236.94	49721	10/04/22
		8743.10.01.2	Police Dept. Internet	10/01/22	237.94	49721	10/04/22
		8743.10.01.2	City Hall Internet	10/01/22	102.90	49721	10/04/22
Total 635:					1,324.92		
720							
720	FERGUSON WATERWORKS #3	1097416-2	Meter Radios	10/06/22	17,991.60	49819	10/18/22
		1139553	Water meters	09/21/22	10,743.30	49722	10/04/22
Total 720:					28,734.90		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
817							
817	GG's Smokehouse Catering	10.10.2022	Golf Course Members Meeting	10/10/22	650.00	49820	10/18/22
Total 817:					650.00		
854							
854	Gordon's Electric Inc.	W17720	City Hall-Elect. Car Charger	09/23/22	2,703.77	49724	10/04/22
		W17775	Golf Course Cart Shed	10/07/22	243.34	49821	10/18/22
Total 854:					2,947.11		
856							
856	Gotcha Covered	345833	Boyd's Place	09/12/22	160.00	49725	10/04/22
		345834	Boyd's Place	09/19/22	180.00	49725	10/04/22
		345835	Clean Boyd's Place	09/25/22	180.00	49725	10/04/22
		345836	Boyd's Place	09/23/22	180.00	49725	10/04/22
		345837	Cleaning Services	10/03/22	443.84	49725	10/04/22
		345837	Cleaning Services	10/03/22	383.98	49725	10/04/22
		345837	Cleaning Services	10/03/22	383.98	49725	10/04/22
		345837	Cleaning Services	10/03/22	248.20	49725	10/04/22
Total 856:					2,160.00		
864							
864	Granite Construction Company	2345578	golf Course Paths	10/11/22	1,522.83	Multiple	10/24/22
Total 864:					1,522.83		
905							
905	H.D. Fowler Company	I6212930	Water Dept Supplies Meters etc	09/10/22	941.40	49726	10/04/22
		I6217941	Water Dept Supplies Meters etc	09/20/22	185.76	49726	10/04/22
Total 905:					1,127.16		
911							
911	Hagerman Inc.	HYDRANTD	Hydrant Meter Deposit Refund	10/05/22	1,278.25	49782	10/06/22
Total 911:					1,278.25		
966							
966	Hermiston Auto Parts, Inc.	631668	WWTP Supplies	10/06/22	17.57	Multiple	10/24/22
		631685	Golf Course Supplies	09/06/22	135.31	Multiple	10/24/22
		632025	Parks Supplies	09/16/22	10.99	Multiple	10/24/22
		632386	streets Supplies	09/26/22	17.69	Multiple	10/24/22
		632425	WWTP Supplies	09/26/22	54.67	Multiple	10/24/22
		632481	Vehicle Maintenance	09/28/22	1.06	Multiple	10/24/22
		632481	Vehicle Maintenance	09/28/22	1.86	Multiple	10/24/22
		632481	Vehicle Maintenance	09/28/22	5.32	Multiple	10/24/22
		632481	Vehicle Maintenance	09/28/22	5.05	Multiple	10/24/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		632518	Parks Supplies	09/29/22	79.47	Multiple	10/24/22
		909302	Vehicle Maintenance	09/30/22	.88	Multiple	10/24/22
		909302	Vehicle Maintenance	09/30/22	1.55	Multiple	10/24/22
		909302	Vehicle Maintenance	09/30/22	4.42	Multiple	10/24/22
		909302	Vehicle Maintenance	09/30/22	4.21	Multiple	10/24/22
	Total 966:				340.05		
967							
967	Hermiston Chamber of Commer	13863	Hermiston Chamber of Commerce Membership	09/01/22	325.00	49727	10/04/22
	Total 967:				325.00		
980							
980	Hermiston Quicky Lube	525975	Oil Change	10/01/22	54.95	49728	10/04/22
		526413	Oil Change	10/05/22	73.90	49823	10/18/22
		526439	Oil Change	10/05/22	74.85	49823	10/18/22
		526488	Oil Change	10/06/22	53.95	49823	10/18/22
	Total 980:				257.65		
994							
994	High Performance Signs	26521	Cart Shed Decal	10/07/22	120.00	Multiple	10/24/22
	Total 994:				120.00		
1012							
1012	Home Depot Credit Services	2102849	Golf Course Supplies	09/13/22	799.00	49733	10/04/22
		2515361	Parks Supplies	08/23/22	40.53	49733	10/04/22
		2515364	Parks Supplies	08/23/22	71.96	49733	10/04/22
		2525214	Parks Supplies	09/02/22	63.92	49733	10/04/22
		3525189	Marina Supplies	09/01/22	120.46	49733	10/04/22
		5044810	Library Supplies	09/19/22	165.96	49733	10/04/22
		5131001	Parks Supplies	08/30/22	84.94	49733	10/04/22
	Total 1012:				1,346.77		
1023							
1023	Horn, Casey	OCT2022	Per Diem- CEU Water Cert	10/21/22	198.50	Multiple	10/24/22
		OCT2022	Per Diem-Water Samples	10/21/22	44.25	Multiple	10/24/22
	Total 1023:				242.75		
1044							
1044	Huxel, Darla	09262022	Women's Safety Summit-CCL	09/26/22	61.12	49734	10/04/22
	Total 1044:				61.12		
1050							
1050	IDEXX Distribution Corp.	3115528645	Colilert Testing Supplies	10/05/22	518.53	Multiple	10/24/22
		3115604778	Colilert Testing Supplies	10/06/22	5.91	Multiple	10/24/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1050:					524.44		
1053							
1053	Ince, Melissa	CASELLE20	Caselle Conference	10/18/22	214.26	49875	10/18/22
		CISTRAININ	Mileage to Supervisor Training	10/11/22	50.75	49827	10/18/22
Total 1053:					265.01		
1060							
1060	Ingram	72188299	Library Books	10/19/22	18.14	Multiple	10/24/22
		72188300	Library Books	10/19/22	52.57	Multiple	10/24/22
		72188301	Library Books	10/19/22	16.28	Multiple	10/24/22
		72188302	Library Books	10/19/22	19.70	Multiple	10/24/22
		72188303	Library Books	10/19/22	18.16	Multiple	10/24/22
		72188304	Library Books	10/19/22	261.58	Multiple	10/24/22
		72188305	Library Books	10/19/22	11.02	Multiple	10/24/22
Total 1060:					397.45		
1068							
1068	Intermountain ESD	525P021672	RV Park Brochure	09/22/22	776.60	49735	10/04/22
Total 1068:					776.60		
1089							
1089	J U B Engineers, Inc.	151875	Fishing Shack and Boat Launch	04/18/22	168.90	49736	10/04/22
		155426	Lewis Street Greenway Replat	08/23/22	6,623.40	49953	10/24/22
		155427	Power City-Brownell Water Improvements	08/23/22	24,488.10	49953	10/24/22
		155428	Power City-Brownell Sewer Improvements	08/23/22	27,249.40	49953	10/24/22
		155449	Umatilla On-Call Engineering Services	08/24/22	758.28	49953	10/24/22
		155449	Beach Access Rd Extension	08/24/22	758.28	49953	10/24/22
		155449	PDX 121-130 Development	08/24/22	1,484.07	49953	10/24/22
		155449	PDX 194 Development	08/24/22	7,320.38	49953	10/24/22
		155449	PDX 121-130 Water Treatment Facility	08/24/22	36,556.08	49953	10/24/22
		155449	PDX 121-130 NPDES Permit Modification	08/24/22	3,430.09	49953	10/24/22
		156159	CTUIR POD Transmission Main	09/22/22	5,336.98	49736	10/04/22
		156161	Umatilla On-Call Engineering Services	09/22/22	49,549.46	49736	10/04/22
		156161	Umatilla On-Call Engineering Services	09/22/22	4,321.40	49736	10/04/22
		156161	Umatilla On-Call Engineering Services	09/22/22	4,700.23	49736	10/04/22
		156161	Umatilla On-Call				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Engineering Services	09/22/22	85.12	49736	10/04/22
		156166	Umatilla Development	09/22/22	2,793.49	49736	10/04/22
		156167	Engineering Reviews				
		156167	Umatilla Development	09/22/22	1,761.10	49736	10/04/22
		156171	Engineering Reviews				
		156171	Power City-Brownell Water Improvements	09/22/22	22,440.90	49736	10/04/22
		156182	Power City-Brownell Water Improvements	09/22/22	15,607.20	49736	10/04/22
		156184	Umatilla Marina Concept	09/22/22	1,161.00	49736	10/04/22
		156786	Kiwanis Falls Concept	10/11/22	9,132.23	49828	10/18/22
		156867	Wastewater Facilities Plan	10/13/22	3,553.66	49953	10/24/22
		157010	Power City-Brownell Water Improvements	10/19/22	9,306.95	49953	10/24/22
		157048	Power City-Brownell Water Improvements	10/20/22	4,249.40	49953	10/24/22
Total 1089:					242,836.10		
1091							
1091	J. P. Cooke Co.	1247625	Dog Licenses	09/23/22	79.30	49737	10/04/22
Total 1091:					79.30		
1099							
1099	James C. Fulper dba Health Opt	102198	DOT Drug Screen-mendoza	10/13/22	73.00	Multiple	10/24/22
Total 1099:					73.00		
1112							
1112	Jimmy's Johns Portable Toilets L	18805	Golf Course Units	10/01/22	81.99	49829	10/18/22
		18805	Marina & RV Park - 2 Units	10/01/22	205.00	49829	10/18/22
		18805	Project Path Hut Building	10/01/22	160.00	49829	10/18/22
Total 1112:					446.99		
1141							
1141	Jones-Scott co.	47501	3/4 Minus Rock - Golf Course	09/23/22	125.40	49830	10/18/22
Total 1141:					125.40		
1187							
1187	Kids Reference Co.	KRC08-1121	Books for Library	09/15/22	102.55	49834	10/18/22
Total 1187:					102.55		
1189							
1189	KIE Supply Corp	2066252	Sprinkler Parts-Marina	07/07/22	396.64	49835	10/18/22
		2069851	Marina Sprinkler	09/12/22	62.26	49739	10/04/22
		2069994	Golf Course Irrigation	09/14/22	397.14	49739	10/04/22
		2070493	Marina Sprinkler	09/23/22	38.34	49739	10/04/22
		2070504	Marina Sprinkler	09/23/22	27.77	49739	10/04/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2071173	Marina Sprinkler	10/07/22	51.00	49835	10/18/22
		2071342	Marina Sprinkler	10/11/22	279.32	49835	10/18/22
		2071623	Sprinkler Parts marina	10/17/22	367.20	Multiple	10/24/22
Total 1189:					1,619.67		
1211							
1211	Krogh, Theresa	09.21.2022	Travel Reimbursement- Judges Conference	10/03/22	427.50	49740	10/04/22
		SEPT2022	Weddings	10/01/22	100.00	49740	10/04/22
Total 1211:					527.50		
1221							
1221	Kuo Testing Labs	2207350	TRCI Lab Tests TBR	07/18/22	85.10	49836	10/18/22
		2207357	Diversion-Canal Grab	07/16/22	116.45	49836	10/18/22
		2207458	TRCI Lab Tests TBR	07/18/22	85.10	49836	10/18/22
		2207707	TRCI Lab Tests TBR	07/29/22	85.10	49836	10/18/22
		2207778	Diversion-Canal Grab	07/29/22	116.45	49836	10/18/22
		2208048	TRCI Lab Tests TBR	08/05/22	85.10	49836	10/18/22
		2208500	TRCI Lab Tests TBR	08/29/22	85.10	49836	10/18/22
		2208501	Diversion-Canal Grab	08/30/22	141.95	49836	10/18/22
		2209077	TRCI Lab Tests TBR	09/05/22	85.10	49741	10/04/22
		2209204	TRCI Lab Tests TBR	09/09/22	85.10	49741	10/04/22
		2209294	TRCI Lab Tests TBR	09/16/22	85.10	49836	10/18/22
		2209548	TRCI Lab Tests TBR	09/26/22	85.10	49836	10/18/22
		2210109	Diversion-Canal Grab	10/10/22	116.45	Multiple	10/24/22
		2210169	TRCI Lab Tests TBR	10/11/22	85.10	Multiple	10/24/22
Total 1221:					1,342.30		
1250							
1250	League of Oregon Cities	11008	Job Posting	09/06/22	20.00	49742	10/04/22
Total 1250:					20.00		
1272							
1272	Life Flight Network Foundation	2022-2023	Life Flight Membership	10/03/22	1,430.00	49743	10/04/22
Total 1272:					1,430.00		
1432							
1432	Mendoza, Guadalupe	10.17.2022	Per Diem for Taking Samples	10/17/22	177.00	49841	10/18/22
Total 1432:					177.00		
1483							
1483	Modern Marketing Inc.	MMI147707	Library program supplies	09/16/22	237.63	49746	10/04/22
Total 1483:					237.63		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1503							
1503	Morrow Cnty Grain Growers/NA	45928	Propane-Forklift	09/09/22	687.70	49842	10/18/22
		45928	Propane-Forklift	09/09/22	687.70	49842	10/18/22
Total 1503:					1,375.40		
1561							
1561	Norco Inc.	35975298	Safety Equipment	09/30/22	34.76	Multiple	10/24/22
		35992848	Cylinder Rental	09/30/22	47.70	Multiple	10/24/22
		35992848	Cylinder Rental	09/30/22	47.70	Multiple	10/24/22
Total 1561:					130.16		
1562							
1562	North Central Labs of Wisc	477041	lab supplies	09/28/22	125.55	49843	10/18/22
Total 1562:					125.55		
1563							
1563	North Coast Electric Co.	S011994010.	Banner Arms	09/06/22	514.91	49748	10/04/22
		S011994010	Type Acrylic Globe: AWDE3 AL3	09/27/22	377.60	49844	10/18/22
		S012091301.	Golf Course	10/05/22	22.78	Multiple	10/24/22
Total 1563:					915.29		
1580							
1580	NW Farm Supply Inc.	2209-011915	Golf Course	09/02/22	61.13	Multiple	10/24/22
		2209-01941	Garbage Can	09/02/22	68.88	Multiple	10/24/22
Total 1580:					130.01		
1605							
1605	Old Republic Surety Company	W150332814	City Manager Bond	10/01/22	150.00	49749	10/04/22
Total 1605:					150.00		
1636							
1636	Oregon Dept of Revenue	SEPT2022	State Court Assessments	10/01/22	14,906.55	Multiple	10/24/22
Total 1636:					14,906.55		
1638							
1638	Oregon Dept of Transportation	M030442140	Street Maintenance - Mag Chloride	09/30/22	241.73	49845	10/18/22
Total 1638:					241.73		
1640							
1640	Oregon Government Ethics Com	AIE16830	Annual biling govmt ethics	09/20/22	658.59	49846	10/18/22
Total 1640:					658.59		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1676							
1676	OXARC Inc.	0031622778	Chlorine Cylinders	08/31/22	1,382.10	49750	10/04/22
		0031638051	Safety Equipment	09/22/22	30.80	49750	10/04/22
Total 1676:					1,412.90		
1684							
1684	Pacific Power	0010.09.15.2	820 6th St.	09/15/22	42.86	49751	10/04/22
		0013.09.15.2	Highway 395 & 730 Interti Well	09/15/22	3,846.10	49751	10/04/22
		0021.09.26.2	McNary Ind. Park Lift	09/26/22	7,652.09	Multiple	10/24/22
		0028.09.16.2	golf course	09/16/22	3,803.89	49751	10/04/22
		0036.09.22.2	1651 2nd St.-Boyd's Place	09/22/22	77.56	49751	10/04/22
		0039.09.26.2	McFarland Well	09/19/22	2,482.08	Multiple	10/24/22
		0054	282 Powerline Rd.	09/22/22	17.70	49751	10/04/22
		0062.09.15.2	Shop Complex	09/15/22	26.43	49751	10/04/22
		0070.09.15.2	8th & F SE Corner	09/15/22	51.75	49751	10/04/22
		0096.09.22.2	6th & A St.	09/22/22	19.33	49751	10/04/22
		0104.09.26.2	Street Lights	09/26/22	2,669.53	Multiple	10/24/22
		0112.09.15.2	800 6th St.	09/15/22	64.77	49751	10/04/22
		0112.09.15.2	700 6th St.	09/15/22	370.59	49751	10/04/22
		0112.09.15.2	700 6th St.	09/15/22	370.59	49751	10/04/22
		0112.09.15.2	700 6th St.	09/15/22	370.59	49751	10/04/22
		0120.09.15.2	632 D St. Umatilla OR	09/15/22	737.49	49751	10/04/22
		0146.09.15.2	Bud Draper Dr.	09/15/22	7,057.23	49751	10/04/22
		0153.09.15.2	Water Booster Station	09/15/22	4,498.78	49751	10/04/22
		0161.09.15.2	Port Well	09/15/22	7,144.56	49751	10/04/22
		0179.09.26.2	285 Radar Rd.	09/26/22	552.52	Multiple	10/24/22
		0187.09.15.2	Div 7 Naches Ave. Lift	09/15/22	31.38	49751	10/04/22
		0377.09.22.2	Bath House Marina	09/22/22	197.71	49751	10/04/22
		0385.09.22.2	Fish Cleaning Station	09/22/22	20.02	49751	10/04/22
		0393.09.22.2	West End Comfort Station	09/22/22	46.56	49751	10/04/22
		0401.09.22.2	15 HP Pump Marina Levy	09/22/22	307.15	49751	10/04/22
		0419.09.22.2	Quincy Ave. N 2nd @ Marina	09/22/22	183.50	49751	10/04/22
		0427.09.22.2	Marina Park	09/22/22	1,241.82	49751	10/04/22
		0435.09.22.2	1710 Quincy St.	09/22/22	71.06	49751	10/04/22
		0443.10.12.2	Marina Lights	10/12/22	134.09	Multiple	10/24/22
		0476.09.22.2	ABT 30322 HWY 730	09/22/22	23.54	49751	10/04/22
		0500.09.15.2	129 Walla Walla St.	09/15/22	36.11	49751	10/04/22
Total 1684:					44,149.38		
1687							
1687	Pacificorp	BUSINESSSC	PP&L Underground for Business Center	10/14/22	90,145.00	49848	10/18/22
Total 1687:					90,145.00		
1774							
1774	Postmaster	PERMIT26-2	Permit 26	10/03/22	137.50	49754	10/04/22
		PERMIT26-2	Permit 26	10/03/22	137.50	49754	10/04/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1774:					275.00		
1791							
1791	PRO RENTAL & SALES, INC.	1699240-000	Fourth of July Banners/Flags	07/13/22	201.64	49755	10/04/22
		1722865-000	Flags on 6th St.	09/08/22	180.84	49755	10/04/22
		1734432-000	Parks Rental	10/05/22	143.68	Multiple	10/24/22
Total 1791:					526.16		
1818							
1818	Quill Corporation	27727432	Marina Supplies	09/15/22	83.94	49756	10/04/22
		27727474	Marina Supplies	09/15/22	58.99	49756	10/04/22
		27752046	Office Supplies	09/15/22	63.53	49756	10/04/22
		27752046	Office Supplies	09/15/22	12.62	49756	10/04/22
		27752046	Office Supplies	09/15/22	25.45	49756	10/04/22
		27752046	Office Supplies	09/15/22	38.08	49756	10/04/22
		27752046	Office Supplies	09/15/22	38.08	49756	10/04/22
		27752046	Office Supplies	09/15/22	25.45	49756	10/04/22
		27752046	Office Supplies	09/15/22	3.73	49756	10/04/22
		27752239	Marina Supplies	09/15/22	717.61	49756	10/04/22
		27755132	Marina Supplies	09/15/22	49.99	49756	10/04/22
		27874020	Office Supplies	09/21/22	32.69	49756	10/04/22
		27874020	Office Supplies	09/21/22	6.49	49756	10/04/22
		27874020	Office Supplies	09/21/22	13.10	49756	10/04/22
		27874020	Office Supplies	09/21/22	19.59	49756	10/04/22
		27874020	Office Supplies	09/21/22	19.59	49756	10/04/22
		27874020	Office Supplies	09/21/22	13.10	49756	10/04/22
		27874020	Office Supplies	09/21/22	1.91	49756	10/04/22
		27875236	Office Supplies	09/21/22	3.83	49756	10/04/22
		27875236	Office Supplies	09/21/22	.76	49756	10/04/22
		27875236	Office Supplies	09/21/22	1.54	49756	10/04/22
		27875236	Office Supplies	09/21/22	2.30	49756	10/04/22
		27875236	Office Supplies	09/21/22	2.30	49756	10/04/22
		27875236	Office Supplies	09/21/22	1.54	49756	10/04/22
		27875236	Office Supplies	09/21/22	.22	49756	10/04/22
		27960866	Office Supplies	09/26/22	41.20	49756	10/04/22
		27960866	Office Supplies	09/26/22	8.19	49756	10/04/22
		27960866	Office Supplies	09/26/22	16.51	49756	10/04/22
		27960866	Office Supplies	09/26/22	24.69	49756	10/04/22
		27960866	Office Supplies	09/26/22	24.69	49756	10/04/22
		27960866	Office Supplies	09/26/22	16.51	49756	10/04/22
		27960866	Office Supplies	09/26/22	2.41	49756	10/04/22
		27961211	Office Supplies	09/26/22	3.78	49756	10/04/22
		27961211	Office Supplies	09/26/22	.76	49756	10/04/22
		27961211	Office Supplies	09/26/22	1.51	49756	10/04/22
		27961211	Office Supplies	09/26/22	2.26	49756	10/04/22
		27961211	Office Supplies	09/26/22	2.26	49756	10/04/22
		27961211	Office Supplies	09/26/22	1.51	49756	10/04/22
		27961211	Office Supplies	09/26/22	.21	49756	10/04/22
		28010376	Court Supplies	09/28/22	15.29	49756	10/04/22
		28021534	Office Supplies	09/28/22	13.50	49756	10/04/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		28021534	Office Supplies	09/28/22	2.68	49756	10/04/22
		28021534	Office Supplies	09/28/22	5.41	49756	10/04/22
		28021534	Office Supplies	09/28/22	8.09	49756	10/04/22
		28021534	Office Supplies	09/28/22	8.09	49756	10/04/22
		28021534	Office Supplies	09/28/22	5.41	49756	10/04/22
		28021534	Office Supplies	09/28/22	.80	49756	10/04/22
		28025222	COURT SUPPLIES	09/28/22	13.29	49756	10/04/22
		28139094	Marina Supplies	10/04/22	2,689.83	49851	10/18/22
		28177622	Marina Supplies	10/04/22	449.95	49851	10/18/22
		28434349	Office Supplies	10/18/22	12.58	Multiple	10/24/22
		28434349	Office Supplies	10/18/22	2.50	Multiple	10/24/22
		28434349	Office Supplies	10/18/22	5.04	Multiple	10/24/22
		28434349	Office Supplies	10/18/22	7.54	Multiple	10/24/22
		28434349	Office Supplies	10/18/22	7.54	Multiple	10/24/22
		28434349	Office Supplies	10/18/22	5.04	Multiple	10/24/22
		28434349	Office Supplies	10/18/22	.75	Multiple	10/24/22
		8897510	COURT SUPPLIES	10/04/22	22.98	49851	10/18/22
Total 1818:					4,659.23		
1846							
1846	RDO Equipment Co.	P6520365	John Deere Mower Parts	09/26/22	202.87	49757	10/04/22
		P6531865	Parks Equipment	09/27/22	157.92	49757	10/04/22
		P6716565	John Deere Mower Parts-golf course	10/18/22	122.98	Multiple	10/24/22
Total 1846:					483.77		
1940							
1940	SANDOVAL, NANCI	OMAR2022	Travel Expense Reimbursement	09/27/22	241.50	49763	10/04/22
Total 1940:					241.50		
1977							
1977	Seder Architecture + Urban Des,	31	Business Center	09/05/22	13,333.03	49853	10/18/22
		31	Business Center	09/05/22	13,333.02	49853	10/18/22
		32	Business Center	10/14/22	4,712.98	49853	10/18/22
		32	Business Center	10/14/22	4,712.97	49853	10/18/22
Total 1977:					36,092.00		
1989							
1989	Setina Mgf Co., Inc.	253027	Police Vehicle Partitions	10/10/22	4,881.00	Multiple	10/24/22
Total 1989:					4,881.00		
2000							
2000	Shelco Electric Inc.	71517	Marina B Dock	10/03/22	30,000.00	49854	10/18/22
Total 2000:					30,000.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2039							
2039	Smart Apple Media	ARU0340842	Library Books	09/19/22	99.80	49857	10/18/22
Total 2039:					99.80		
2059							
2059	Smitty's Ace Hardware	673531	Golf Course Supplies	06/16/22	58.33	49767	10/04/22
		674747	Golf Course Supplies	07/07/22	68.92	49767	10/04/22
		675165	street Supplies	10/04/22	87.93	49767	10/04/22
		675913	WWTP Supplies	07/25/22	258.52	49767	10/04/22
		676503	Golf Course Supplies	08/03/22	43.55	49767	10/04/22
		677940	Golf Course Supplies	08/29/22	21.57	49767	10/04/22
		679103	Golf Course Supplies	09/20/22	74.96	49767	10/04/22
		679118	Water Dept. Supplies	09/20/22	89.99	49767	10/04/22
		679162	Parks and rec supplies	09/21/22	89.90	49767	10/04/22
		679199	Golf Course Suppllies	09/21/22	319.94	49767	10/04/22
		679248	Marina Supplies	09/22/22	29.98	49767	10/04/22
		679591	marina Supplies	09/29/22	37.98	49767	10/04/22
		679631	Golf Course Supplies	09/30/22	99.24	49767	10/04/22
		679669	Water Dept. Supplies	09/30/22	17.16	49767	10/04/22
		679927	Code Enforcement Supplies	10/05/22	82.32	49859	10/18/22
		679940	Golf Course Supplies	10/05/22	37.97	49859	10/18/22
		680053	Code Enforcement Supplies	10/07/22	40.96	49859	10/18/22
		680180	Code Enforcement Supplies	10/10/22	31.96	49859	10/18/22
		680314	Golf Course Supplies	10/12/22	60.20	49859	10/18/22
		680437	Parks supplies	10/14/22	237.46	49859	10/18/22
		680462	Parks Supplies	10/07/22	5.97	49859	10/18/22
		680541	Parks Supplies	10/17/22	74.96	Multiple	10/24/22
		680627	marina Supplies	10/18/22	123.91	Multiple	10/24/22
Total 2059:					1,993.68		
2076							
2076	Specks Printing	10103	Printed Forms and Supplies	10/17/22	138.25	Multiple	10/24/22
		10103	Printed Forms and Supplies	10/17/22	27.65	Multiple	10/24/22
		10103	Printed Forms and Supplies	10/17/22	55.30	Multiple	10/24/22
		10103	Printed Forms and Supplies	10/17/22	7.90	Multiple	10/24/22
		10103	Printed Forms and Supplies	10/17/22	82.95	Multiple	10/24/22
		10103	Printed Forms and Supplies	10/17/22	82.95	Multiple	10/24/22
		8999	Utility Dept. Business Cards	09/21/22	65.00	49768	10/04/22
		8999	Utility Dept. Business Cards	09/21/22	65.00	49768	10/04/22
		9000	Parks Business Cards	09/21/22	255.00	49768	10/04/22
		9001	Take Away Cards-Online				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Payments	09/21/22	70.00	49768	10/04/22
		9001	Take Away Cards-Online Payments	09/21/22	70.00	49768	10/04/22
		9001	Take Away Cards-Online Payments	09/21/22	70.00	49768	10/04/22
Total 2076:					990.00		
2148							
2148	Talos Engineering, Inc.	2063	PDX63 SS Wet Sell	10/06/22	2,282.52	49861	10/18/22
Total 2148:					2,282.52		
2152							
2152	Tassie, Matt	10.10.2022	PER DIEM - WW TEST	10/18/22	44.25	49862	10/18/22
		CDL/CLPTE	CDL/CLP Testing	10/18/22	63.00	49862	10/18/22
Total 2152:					107.25		
2217							
2217	Tonkon Torp, LLP	1654163	Project Path	09/26/22	5,057.50	49772	10/04/22
		1654163	CDBG Water Project Legal	09/26/22	4,122.50	49772	10/04/22
		1654163	General Legal	09/26/22	1,654.50	49772	10/04/22
Total 2217:					10,834.50		
2235							
2235	TRAVELING LANTERN	SCROOGE2	Library Program	10/17/22	395.00	49863	10/18/22
Total 2235:					395.00		
2244							
2244	Trojan Technologies	200/146	WWTP Repairs	06/29/22	5,446.20	49773	10/04/22
Total 2244:					5,446.20		
2266							
2266	Umatilla County	FILINGFEE1	Filing Fee-Lewis St. Greenway	10/05/22	75.00	49785	10/06/22
		Q2FY23DISP	dispatching fees	10/01/22	34,202.50	49774	10/04/22
		RECORDING	Recording Fee Lewis St. Greenway	10/05/22	120.00	49786	10/06/22
Total 2266:					34,397.50		
2268							
2268	Umatilla County Attn: Finance	SEPTASSES	County Court Assessments	10/01/22	1,649.45	Multiple	10/24/22
Total 2268:					1,649.45		
2281							
2281	Umatilla Elect. Coop. Assoc.	4907.10.01.2	Lights for Waterfall	10/01/22	35.00	49864	10/18/22
		6190.10.01.2	60 HP Pump	10/01/22	103.47	49864	10/18/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		6190.10.01.2	Beach Access	10/01/22	77.00	49864	10/18/22
		7216.10.01.2	5 HP Sewer Pump	10/01/22	45.20	49864	10/18/22
		7216.10.01.2	Street Lights	10/01/22	40.00	49864	10/18/22
		7216.10.01.2	Industrial Discharge Facility	10/01/22	73.88	49864	10/18/22
Total 2281:					374.55		

2293

2293	Unifirst Corporation	1430338764	Waste Water Supplies	09/20/22	79.64	49776	10/04/22
		1430338765	Public Works supplies Shop	09/20/22	66.94	49776	10/04/22
		1430338766	Marina Mop Heads	09/20/22	33.00	49776	10/04/22
		1430339052	Bldg Maint/Supplies CH/Library	09/23/22	27.33	49776	10/04/22
		1430339052	Bldg Maint/Supplies CH/Library	09/23/22	42.34	49776	10/04/22
		1430339052	Bldg Maint/Supplies CH/Library	09/23/22	42.34	49776	10/04/22
		1430339366	Golf Course	09/27/22	52.05	49776	10/04/22
		1430339367	Police Mats	09/27/22	34.50	49776	10/04/22
		1430339621	Bldg Maint/Supplies CH/Library	10/01/22	12.81	49776	10/04/22
		1430339621	Bldg Maint/Supplies CH/Library	10/01/22	19.85	49776	10/04/22
		1430339621	Bldg Maint/Supplies CH/Library	10/01/22	19.84	49776	10/04/22
		1430339946	Police Mats	10/04/22	34.50	49866	10/18/22
		1430340231	Bldg Maint/Supplies CH/Library	10/07/22	12.74	Multiple	10/24/22
		1430340231	Bldg Maint/Supplies CH/Library	10/07/22	19.73	Multiple	10/24/22
		1430340231	Bldg Maint/Supplies CH/Library	10/07/22	19.73	Multiple	10/24/22
		1430340540	Waste Water Supplies	10/11/22	35.72	49866	10/18/22
		1430340541	Shop Supplies and Mats	10/11/22	74.86	49866	10/18/22
		1430340542	Marina Mop Heads	10/11/22	33.00	49866	10/18/22
		1430340802	Bldg Maint/Supplies CH/Library	10/14/22	12.66	Multiple	10/24/22
		1430340802	Bldg Maint/Supplies CH/Library	10/14/22	19.62	Multiple	10/24/22
		1430340802	Bldg Maint/Supplies CH/Library	10/14/22	19.62	Multiple	10/24/22
		1430341120	Waste Water Supplies	10/18/22	34.20	Multiple	10/24/22
		1430341121	Shop Supplies and Mats	10/18/22	33.50	Multiple	10/24/22
		1430341122	Marina Mop Heads	10/18/22	33.00	Multiple	10/24/22
		1430341123	Golf Course	10/18/22	52.05	Multiple	10/24/22
		1430341124	Police Mats	10/18/22	34.50	Multiple	10/24/22
		1430341408	Bldg Maint/Supplies CH/Library	10/21/22	12.74	Multiple	10/24/22
		1430341408	Bldg Maint/Supplies CH/Library	10/21/22	19.73	Multiple	10/24/22
		1430341408	Bldg Maint/Supplies CH/Library	10/21/22	19.73	Multiple	10/24/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2293:					952.27		
2299							
2299	UNITED RENTALS INC	209207022-0	wildwood lift station	08/03/22	323.81	Multiple	10/24/22
		2105196240	Equipment Rental-Streets	09/09/22	152.72	49777	10/04/22
Total 2299:					476.53		
2307							
2307	UPS	0000084WV8	PD Postage	09/24/22	28.27	49778	10/04/22
		0000084WV8	PD Postage	10/01/22	17.67	Multiple	10/24/22
		0000084WV8	PD Postage	10/08/22	26.51	Multiple	10/24/22
Total 2307:					72.45		
2314							
2314	USA Bluebook Inc.	120944	Water Department Supplies	09/24/22	957.55	49867	10/18/22
Total 2314:					957.55		
2337							
2337	Verizon Wireless	9915939826	Mobile Hotspots	10/01/22	189.45	49779	10/04/22
		9917219803	Cell Phone Administrator	10/01/22	441.89	49868	10/18/22
		9917219803	Police Cell Phones	10/01/22	1,145.05	49868	10/18/22
		9917219803	Building Inspector Phone	10/01/22	123.39	49868	10/18/22
		9917219803	Public Works Phones	10/01/22	131.16	49868	10/18/22
		9917219803	Public Works Phones	10/01/22	131.16	49868	10/18/22
Total 2337:					2,162.10		
2361							
2361	Capital One	1644226128	Charges on Account	09/19/22	2.39	49707	10/04/22
Total 2361:					2.39		
2401							
2401	Western States Equipment Co.	IN002097483	Water Dept	07/31/22	881.92	49871	10/18/22
		IN002097484	Water Dept	07/31/22	881.92	49871	10/18/22
		IN002097488	WWTP Fire Pump	07/31/22	361.92	49871	10/18/22
		INV0020974	Water Dept	07/31/22	881.92	49871	10/18/22
		INV0020974	WWTP Equipment	07/31/22	881.92	49871	10/18/22
		INV0020978	Water Dept	07/31/22	751.92	49871	10/18/22
Total 2401:					4,641.52		
2544							
2544	911 Supply	CM-1-37609	PD Uniforms	07/20/22	169.98-	Multiple	10/24/22
		CM-1-37609	PD Uniforms	07/20/22	354.96-	Multiple	10/24/22
		INV-1-25941	PD Uniforms	09/28/22	889.85	Multiple	10/24/22
		INV-1-25942	PD Uniforms	09/28/22	1,209.91	Multiple	10/24/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2544:					1,574.82		
2557							
2557	Hermiston Ranch & Home	2209-875002	Tools for Parks Dept	09/02/22	1,074.95	49824	10/18/22
		2209-886801	Clothing Allowance-Horman	09/09/22	359.96	49824	10/18/22
		2209-898149	Marina Supplies	09/16/22	315.91	49824	10/18/22
		2209916585	Clothing Allowance-Mendoza	09/27/22	260.99	49729	10/04/22
		2209916585	Clothing Allowance-Mendoza	09/27/22	29.00	49729	10/04/22
		2209-916614	Clothing Allowance-Mendoza	09/27/22	54.00	49729	10/04/22
		2209-916614	Clothing Allowance-Mendoza	09/27/22	6.00	49729	10/04/22
		2209-918655	Clothing Allowance-Hammermeister	09/29/22	44.50	49824	10/18/22
		2209-918655	Clothing Allowance-Hammermeister	09/29/22	22.25	49824	10/18/22
		2209-918655	Clothing Allowance-Hammermeister	09/29/22	22.25	49824	10/18/22
Total 2557:					2,189.81		
2612							
2612	Hermiston Transportation	5306	Taxi Ticket Redemption	09/13/22	425.00	49730	10/04/22
		5311	Taxi Ticket Redemption	10/08/22	85.00	49825	10/18/22
Total 2612:					510.00		
2615							
2615	Shilhanek, Carol	CISCONFER	Mileage to Supervisor Training	10/11/22	44.44	49855	10/18/22
		SEPT2022	Yoga Classes-2022	10/01/22	100.00	49766	10/04/22
Total 2615:					144.44		
2619							
2619	Kennedy, Thalia	10.08.2022	Per Diem-OACA Training	10/10/22	224.00	49831	10/18/22
Total 2619:					224.00		
2695							
2695	Umpqua Research Company	T007472	Lab Testing-Drinking Water	09/20/22	250.00	49775	10/04/22
		T007499	Lab Tests-Drinking Water	09/23/22	34.00	49865	10/18/22
Total 2695:					284.00		
2723							
2723	T Mobile	8369.10.01.2	Library hotspots	10/01/22	156.30	49860	10/18/22
Total 2723:					156.30		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2752							
2752	Pape Machinery	KM298894S	Street Sweeper Repairs	09/20/22	56,197.00	49752	10/04/22
Total 2752:					56,197.00		
2852							
2852	City of Umatilla	1002.10.01.2	Boyd's Place	10/01/22	332.03	49805	10/18/22
		6002.10.01.2	Marina Refuse	10/01/22	803.36	49805	10/18/22
		8092.10.01.2	Big River Golf Course	10/01/22	121.10	49805	10/18/22
Total 2852:					1,256.49		
2898							
2898	TestAmerica Laboratories, Inc.	7800001975	Laboratory Testing	09/15/22	4,057.50	49771	10/04/22
Total 2898:					4,057.50		
2901							
2901	Anatek Labs	2216182	WWTP Qrtly Metals Testing	09/21/22	615.00	49701	10/04/22
Total 2901:					615.00		
2922							
2922	City of Hermiston	9449	IT Support	09/15/22	37,500.00	49709	10/04/22
		9452	Umatilla River Bridge Report	09/26/22	30,000.00	49709	10/04/22
		9466	9466-IT Services Oct. 2022	10/11/22	12,500.00	Multiple	10/24/22
Total 2922:					80,000.00		
2923							
2923	Deere & Company	117403055	Marina Gator	10/10/22	13,552.82	Multiple	10/24/22
Total 2923:					13,552.82		
2924							
2924	Blackstone Publishing	2062515	audio books	09/09/22	57.85	49794	10/18/22
		2065990	audio books	09/28/22	49.88	49794	10/18/22
Total 2924:					107.73		
2938							
2938	Khehra Brothers LLC	10.05.2022	Pro Shop Rent	10/03/22	1,500.00	49738	10/04/22
		NOVEMBER	Pro Shop Rent	10/31/22	1,500.00	Multiple	10/24/22
Total 2938:					3,000.00		
2948							
2948	CwM-H20, LLC.	2063	Project Labor PL3	08/24/22	3,480.00	49714	10/04/22
		2088	Public Works:Cleaver Cert	10/03/22	365.00	49812	10/18/22
Total 2948:					3,845.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2960							
2960	Pendleton Bottling Co.	4499012880	Product for Pro Shop Retail	08/12/22	478.40	49849	10/18/22
		4499013189	Product for Pro Shop Retail	08/19/22	335.50	49849	10/18/22
		4499014816	Retail for Golf Course	09/23/22	240.95	49753	10/04/22
		4499014817	Product for Pro Shop Retail	09/23/22	167.60	49753	10/04/22
		4499015121	Product for Pro Shop Retail	09/30/22	146.85	49849	10/18/22
		4499015440	Product for Pro Shop Retail	10/07/22	100.60	49849	10/18/22
		499014816	Product for Pro Shop Retail	09/23/22	240.95	49849	10/18/22
		499015748	Retail for Golf Course	10/14/22	308.80	49849	10/18/22
		V0915.9.30.2	Charges on account	10/01/22	12.21	49849	10/18/22
Total 2960:					2,031.86		
2968							
2968	Hiatt, April	13-70336	Landing Days Website	09/28/22	50.00	49731	10/04/22
Total 2968:					50.00		
2981							
2981	Doug's Septic Service Inc.	26334	Portable Toilet-Golf Course	09/30/22	300.00	Multiple	10/24/22
Total 2981:					300.00		
2993							
2993	Oregon Liquor Control Commissi	100622	Special Event Permit - Disc Golf Tournament	10/06/22	10.00	49787	10/06/22
Total 2993:					10.00		
2995							
2995	Vern's Food Service Distribution	226877-00	Golf Course	10/12/22	193.02	49869	10/18/22
Total 2995:					193.02		
3002							
3002	Bridgestone Golf, Inc.	INV-1003128	Golf Course Supplies	09/28/22	99.28	49705	10/04/22
		INV-1003130	Golf Course Supplies	10/12/22	41.88	49797	10/18/22
Total 3002:					141.16		
3019							
3019	Pacific Golf & Turf	W869019SP	Golf Cart Repair	10/12/22	2,889.15	49847	10/18/22
Total 3019:					2,889.15		
3024							
3024	Hodgen Distributing	263075	Retail Product for Golf Course	09/20/22	164.90	49826	10/18/22
		263473	Retail Product for Golf Course	09/27/22	592.60	49732	10/04/22
		264243	Retail Product for Golf Course	10/11/22	152.40	49826	10/18/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3024:					909.90		
3043							
3043	DirectTV	039513239X	TV for Golf Course	10/21/22	166.99	Multiple	10/24/22
Total 3043:					166.99		
3044							
3044	Planet Turf	3001369	Golf Course	08/25/22	935.12	49850	10/18/22
Total 3044:					935.12		
3146							
3146	Columbia Basin Bait	896415	Bait for marina resale	10/10/22	216.30	49807	10/18/22
Total 3146:					216.30		
3158							
3158	Brown, Anthony	SLIPRELEA	Slip Release E13	09/29/22	85.00	49706	10/04/22
Total 3158:					85.00		
3170							
3170	Crafco	9402811859	Roadsaver 211	10/10/22	3,345.00	49811	10/18/22
Total 3170:					3,345.00		
3187							
3187	Teeples, Gerald	SLIPRELEA	Slip Release E11	10/03/22	95.00	49770	10/04/22
Total 3187:					95.00		
3192							
3192	Magoteaux, Jim	10.11.2022	Boat Slip Release B-7	10/11/22	27.50	49839	10/18/22
Total 3192:					27.50		
3204							
3204	VIP Production Northwest, INC.	38755	Audio Equipment	10/04/22	1,211.49	49870	10/18/22
Total 3204:					1,211.49		
3239							
3239	Roberts, Chris	10.03.2022	Reimburse for RV Park Supplies	10/03/22	18.48	49852	10/18/22
		10.05.2022	RV & Marina Camp Host	10/03/22	800.00	49759	10/04/22
		FIREWOOD	Firewood for Marina	10/20/22	375.00	Multiple	10/24/22
		NOVEMBER	RV & Marina Camp Host	10/31/22	800.00	Multiple	10/24/22
Total 3239:					1,993.48		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
3256							
3256	Sun Mountain	1067675	proshop retail	09/27/22	186.00	49769	10/04/22
Total 3256:					186.00		
3261							
3261	Kleinschmidt Associates	0002022082	Water Diversion Upgrade Design & Permitting	09/07/22	59,300.82	49783	10/06/22
		0002022092	Water Diversion Upgrade Design & Permitting	10/11/22	84,946.17	Multiple	10/24/22
Total 3261:					144,246.99		
3279							
3279	Egan, Jonathan	CASELLE20	Caselle Conference Travel Expense	10/18/22	160.00	49873	10/18/22
Total 3279:					160.00		
3280							
3280	Culligan Wtr Cond. of Kennewick	124046	Police Water Delivery	09/19/22	69.00	49712	10/04/22
		124047	Marina Water Delivery	09/16/22	32.45	49712	10/04/22
Total 3280:					101.45		
3291							
3291	Morales Yopez, Marisela	CASELLE20	Caselle Conference	10/18/22	268.88	49876	10/18/22
Total 3291:					268.88		
3328							
3328	RJ Thomas Mfg. Co. Inc.	252389	Fire pits for RV Park	05/11/22	1,614.00	49758	10/04/22
Total 3328:					1,614.00		
3335							
3335	Cutchen Consulting & Communi	SI-6	Consulting	10/03/22	7,390.99	49713	10/04/22
Total 3335:					7,390.99		
3348							
3348	Waite, Chris	NRPA2022	NRPA Conference Reimbursemet	10/01/22	296.65	49780	10/04/22
Total 3348:					296.65		
3353							
3353	Haigh Heating & Cooling	2408	Replace City Hall Bathroom Exhaust Fan	08/01/22	682.18	49822	10/18/22
Total 3353:					682.18		
3397							
3397	Maz Express LLC	220855-6304	Overpayment Citation				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			#630491	07/01/22	665.00	Multiple	Multiple
Total 3397:					665.00		
3403							
3403	Romero, Luke	NRPA2022-2	NRPA Event-Uber	10/03/22	283.49	49761	10/04/22
		NRPA2022-3	Covid Testing	10/01/22	198.08	49761	10/04/22
Total 3403:					481.57		
3414							
3414	Senske Services	1337841	Christmas Decor	10/13/22	4,951.50	Multiple	10/24/22
		CHRISTMAS	Deposit on City Hall Christmas Lights	10/04/22	4,951.50	49765	10/04/22
Total 3414:					9,903.00		
3446							
3446	Atwood, Don Carl	2022TESLA	City Hall Tesla	08/25/22	75,000.00	Multiple	Multiple
Total 3446:					75,000.00		
3459							
3459	Legacy Contracting, Inc.	PAYESTIMA	Pedestrian Bridge and Utilities	10/06/22	408,543.70	49784	10/06/22
		PROGRESS	Pedestrian Bridge and Utilities	10/17/22	63,273.56	49837	10/18/22
Total 3459:					471,817.26		
3469							
3469	Gonzalez, Juan & Oralia	CDBGGONZ	CDBG 10% Option Agreement	09/20/22	916.56	Multiple	Multiple
Total 3469:					916.56		
3474							
3474	Rodriguez Sanchez, Erika	877-22-0020	Building Permit Refund	09/27/22	3,297.25	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	300.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	431.67	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	203.04	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	3,429.51	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	142.90	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	50.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	10.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	100.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	740.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	2,054.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	300.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	2,470.00	49760	10/04/22
		877-22-0020	Building Permit Refund	09/27/22	50.00	49760	10/04/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3474:					13,578.37		
3475							
3475	Maddox, Keith	106COWLIT	utility refund	10/03/22	100.00	49745	10/04/22
Total 3475:					100.00		
3476							
3476	Schefstrom, Gay	1136CAROLI	Utility Refund	10/01/22	82.00	49764	10/04/22
Total 3476:					82.00		
3477							
3477	Lindsay Hart, LLP	19600	Attorney Fees	08/22/22	445.00	49744	10/04/22
		19894	Attorney Fees	09/19/22	831.63	49744	10/04/22
		20476	Attorney Fees	10/19/22	840.00	Multiple	10/24/22
Total 3477:					2,116.63		
3478							
3478	Morris, Lee	SLIPRELEA	Slip Release	10/01/22	200.00	49747	10/04/22
Total 3478:					200.00		
3479							
3479	Ayers, Johnathan	SLIPH22	Slip Release-H-22	09/25/22	120.00	49702	10/04/22
Total 3479:					120.00		
3480							
3480	Roth, Kevin	09282022	Interview Travel Reimbursement-Building	10/03/22	708.60	49762	10/04/22
Total 3480:					708.60		
3481							
3481	Blue Mountain Consulting	09.27.2022	Consulting-Business Center	09/27/22	2,750.00	49704	10/04/22
		09.27.2022	Consulting-Business Center	09/27/22	2,750.00	49704	10/04/22
Total 3481:					5,500.00		
3482							
3482	Ketchum, Byron	160220907-0	Refund RV Park Reservation	10/07/22	140.00	49832	10/18/22
Total 3482:					140.00		
3483							
3483	Contreras, Nora Denis	725 D ST. #B	Utility Refund-725 D St. #B	10/03/22	72.24	49810	10/18/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3483:					72.24		
3484							
3484	MacDonald Miller Facility Solutio	2175	Overpayment	10/10/22	49.40	49838	10/18/22
Total 3484:					49.40		
3485							
3485	Elkhorn Transportation Services	113	Move Shed from Baseball Field to Marina	10/10/22	400.00	49818	10/18/22
Total 3485:					400.00		
3486							
3486	Smith Security	18353	Down Payment-Marina RV Park Video Surveillance	10/07/22	13,228.00	49858	10/18/22
Total 3486:					13,228.00		
3487							
3487	SHRM	SO1917734	Membership Renewal-Egan	10/01/22	229.00	49856	10/18/22
Total 3487:					229.00		
3488							
3488	Schneider, Angela	09.13.2022	partial Reimbursement of Vendor Fee	09/13/22	25.00	Multiple	10/24/22
Total 3488:					25.00		
3489							
3489	Boardman Ace Hardware	003540	Loop Trimmer	06/15/22	479.99	49795	10/18/22
Total 3489:					479.99		
3490							
3490	Khusniddinov, Salokhiddin	PAIDWRON	Paid Wrong Court	10/17/22	440.00	49833	10/18/22
Total 3490:					440.00		
3491							
3491	Arnaud, Susan	REFUND FO	Refund for Cemetery Plot 55-N	10/01/22	150.00	49790	10/18/22
Total 3491:					150.00		
3492							
3492	Gabriela Chora Paredes	CASELLE20	Caselle2022	10/18/22	88.00	49874	10/18/22
		CASELLE20	Caselle2022	10/18/22	88.00	49874	10/18/22
Total 3492:					176.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
3493							
3493	Daranutsa, Viktor	221498DAR	paid wrong court-Viktor Daranutsa 221498	10/01/22	115.00	Multiple	10/24/22
Total 3493:					115.00		
3494							
3494	Laney, Bryson John	221691LANE	Paid wrong court 221691	10/01/22	265.00	Multiple	10/24/22
Total 3494:					265.00		
3495							
3495	Gregoire, Eric	221363GRE	Overpayment-Gregoire 221363	10/01/22	215.00	Multiple	10/24/22
Total 3495:					215.00		
3496							
3496	Sepulveda Jacobo, Jesus	221226AGUI	Restitution-Mario J. Aguilar	10/01/22	100.00	Multiple	10/24/22
Total 3496:					100.00		
3497							
3497	Somers, Maralee	910 8TH ST	Utility Refund 910 8th St	10/21/22	15.27	Multiple	10/24/22
Total 3497:					15.27		
3498							
3498	Aguilar, Yareth	46ELDERBE	Utility Refund 46 Elderberry MMM	10/21/22	100.00	Multiple	10/24/22
Total 3498:					100.00		
3499							
3499	Found Design LLC dba MERJE	1657	Umatilla Wayfinding Program	10/10/22	6,000.00	Multiple	10/24/22
Total 3499:					6,000.00		
3500							
3500	Hoffhines, Jon	M2XOMMIC	Test Reimbursement	10/20/22	241.00	Multiple	10/24/22
Total 3500:					241.00		
3501							
3501	Rossi, Harry	B#5-2022	Slip Release-B5	10/11/22	120.00	Multiple	10/24/22
Total 3501:					120.00		
Grand Totals:					1,635,703.19		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
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Report Criteria:

Detail report type printed

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Budget Committee Vacancy	Meeting Date: 2022-11-01
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: 0	Fund(s) Name and Number(s): N/A
Amount Budgeted: 0	

Reviewed by Finance Department: Yes	Previously Presented: NA
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Attachments to Agenda Packet Item:

Summary Statement:

Robert Hojaboom did not attend either Budget Committee meeting in 2022. Staff recommends that City Council declare the position vacant.

Consistent with Council Goals:

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

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 14-2023 - A resolution authorizing the City Manager to execute a personal services agreement with Mackenzie, Inc. to provide design and construction support services for the Umatilla Police Station Design and Construction Services project	Meeting Date: 2022-11-01
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Department: Public Works	Director: Darla Huxel	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: N/A	

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

[RES 14-2023.docx](#)

[Police RFQ Personal Services Agreement.pdf](#)

[Police RFQ Personal Services Agreement Exhibit A.pdf](#)

[Police RFQ Notice of Intent to Award.pdf](#)

Summary Statement: The city received 7 bids for the Umatilla Police Station Design and Construction Documents project on October 5, 2022. Based on the Selection Committee's evaluation of the submittals for our police department design project, Mackenzie received the highest number of points. Motion to approve Resolution 14-2023.

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

RESOLUTION NO. 14-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH MACKENZIE INC TO PROVIDE DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE UMATILLA POLICE STATION DESIGN AND CONSTRUCTION SERVICES PROJECT

WHEREAS, the City of Umatilla (“City”) has planned and budgeted for engineering services to complete planning, design, bidding and construction administration services for a new Police Station (“Project”); and

WHEREAS, the City solicited Requests for Qualifications (RFQs) from qualified design firms in compliance with the City of Umatilla Municipal Code and Oregon public contracting laws; and

WHEREAS, Mackenzie, Inc. submitted a proposal for the Project on October 5, 2022 and was subsequently evaluated by a City selection committee and determined to be the most qualified consultant to perform the work; and

WHEREAS, the Personal Services Agreement stipulates the consultant will be paid a fixed rate of \$937,800 plus a time and materials basis not to exceed \$357,850 for a total of \$1,295,650.

NOW, THEREFORE BE IT RESOLVED, the City of Umatilla awards Mackenzie, Inc. a contract in the amount of \$1,295,650 for design and construction support services for the Umatilla Police Station Design and Construction Services Project, and;

BE IT RESOLVED, the City Council hereby delegates authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.

PASSED by the Council and **SIGNED** by the Mayor this 1st day of November, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

PERSONAL SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO PROVIDE DESIGN AND PROJECT MANAGEMENT SERVICES
AS THE OWNER'S REPRESENTATIVE FOR THE NEW POLICE STATION PROJECT FOR THE CITY OF
UMATILLA, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of Mackenzie, Inc., a professional consulting engineering firm, hereinafter referred to as CONSULTANT, agrees to provide design and construction management services as the Design Firm for the new Police Station Project for the City of Umatilla, Oregon, a municipal corporation, hereinafter referred to as CITY, for the improvements described in the agreement that incorporates these Standard Terms and Conditions and as shown in Attachment A - the Request for Proposals, Proposal Response, Statement of Work, and Compensation Statement. Unless modified in writing as set forth in Article II by the parties hereto, the duties of CONSULTANT shall not be construed to exceed those services and duties specifically set forth in the Agreement.

ARTICLE II: MODIFICATIONS

CITY or CONSULTANT shall not make modifications in the attached agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with the scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until the execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation for these cost estimates, the CONSULTANT will apply its experience and judgment.
- D. Document Preparation. CONSULTANT will prepare and furnish all contract documents necessary for the completion of the duties listed in Article I and the construction of the project.
- E. Access to Records. CONSULTANT agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and

further agrees to include the above provision in all subcontracts.

- F. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of CITY. CITY will exercise discretion in any re-use of said documents and agrees to hold harmless CONSULTANT for any application of documents for any purpose other than the originally intended use.
- G. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Umatilla for projects of this type in question.
- H. Oregon Workers' Compensation Law. CONSULTANT, its sub-consultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- I. Oregon Identity Theft Protection Act. CONSULTANT, and its subconsultants, if any, agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the CONSULTANT fails to complete and return the W-9 Form to the CITY, payment to the CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to CITY's records, facilities, and properties.
- C. Timely Review. CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination, and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay progress payments for the services in Article I in accordance with the compensation provisions in this agreement and as negotiated in the attached Compensation Statement.

Notwithstanding anything in this agreement to the contrary, the CITY'S obligation to pay money beyond

the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the CITY'S annual budget shall include in the budget for each fiscal year the amount of the CITY financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ARTICLE VI: INDEMNIFICATION

CONSULTANT agrees to indemnify, defend, and hold harmless CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of CONSULTANT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability insurance on an occurrence or claims made basis with 24 month extended reporting period.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate shall apply separately to this project.

2. Automobile Liability: \$2,000,000 Per Occurrence
3. Employers Liability: \$ 500,000 Each Accident
 \$ 500,000 Disease Aggregate
 \$ 500,000 Disease Each Employee
4. Professional Liability Insurance \$2,000,000 Per incident/Claim
 \$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF UMATILLA and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any sub-contractor's activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive, by endorsement all rights of subrogation against the City of Umatilla, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of sub-consultants by CONSULTANT or subsidiary or affiliate firms of CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this agreement, and CONSULTANT shall remain fully responsible for the work performed, whether such performance is by CONSULTANT or sub-consultants. No subconsultants shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. CONSULTANT may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. CONSULTANT may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: FORCE MAJEURE

Neither CITY nor CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control.

Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XVI: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Umatilla County, Oregon.

CONSULTANT:

CITY OF UMATILLA, OREGON:

Date: _____

Date: _____

By: _____

By: _____

David Stockdale,
City Manager

Title: _____

Mailing
Address: _____

Telephone: _____

Fax: _____

_____ Corporation Tax No. (if incorporated)

_____ Social Security No. (if individual)

EXHIBIT A



Engineering & Architectural Services RFQ

REQUEST FOR QUALIFICATIONS/PROPOSALS

Umatilla Police Station

Design and Construction Documents

CITY OF UMATILLA, OREGON

Proposals Due by 4:00, October 5, 2022

Notice is hereby given that the City of Umatilla (City), Oregon, is requesting proposals from qualified design firms ("Design Firm") to provide complete planning, design, bidding and construction administration services for a new Police Station, referred to as the "Project."

The primary purpose in using the RFQ process is to obtain detailed design and construction documents that will allow the City to procure a qualified contractor to construct the proposed facility.

The Request for Qualifications/Proposals can be downloaded from the City of Umatilla website at www.umatilla-city.org or a printed copy can be obtained by contacting the City of Umatilla Finance Department, 700 6th Street/PO Box 130, Umatilla, OR 97882, or phone (541) 922-3226, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. There is a \$35 charge for printed RFQ documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all Proposers known by the City of Umatilla to have received a complete set of the RFQ documents will receive email notification when additional items are posted to the website. For questions or clarifications regarding this RFQ or to be added to the Interested Proposer's list, contact Melissa Ince, Finance & Administrative Services Director, at (541) 922-3226 x 104.

Optional Pre-Proposal Meeting: There will be an optional pre-proposal meeting for discussion of the RFQ at City Hall, 700 6th Street, Umatilla, Oregon, on September 14, 2022, from 2:00-3:00 p.m., in the City Council Chambers. Attendance at the pre-proposal meeting is strongly recommended.

Sealed proposals must be received by the City of Umatilla, City Hall, 700 6th Street, Umatilla, OR, not later than **4:00 p.m., October 5, 2022**, addressed to the City of Umatilla, Attention: Melissa Ince, Finance & Administrative Services Director, 700 6th Street, Umatilla, OR 97882. On the outside of the envelope, please reference "RFQ for Design Services for the construction of a new Police Station" along with the name and address of the Proposer. Faxed or electronic (email) responses will not be accepted. Proposals received after the closing date and time will not be opened or reviewed.

The City may reject any Proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all Proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

SECTION 1 – BACKGROUND AND INTRODUCTION

This RFQ is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279C, and the City of Umatilla Municipal Code public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any proposer shall constitute admission of such knowledge of the part of such proposer.

1.1 INTRODUCTION

The City of Umatilla (City) is seeking proposals from qualified firms for the design and construction documents for a new Police Station at the current location of that facility.

The City of Umatilla is a municipal governmental entity providing a full range of services, including police protection; sewer; water; construction and maintenance of highways, streets, and infrastructure; recreational activities and cultural events.

Umatilla is located in Eastern Oregon, 185 miles east of Portland and 20 miles south of the Tri-Cities, Washington. With a 2020 population of 7520, Umatilla sits in the northwest corner of Umatilla County. The City employs approximately 60 staff and is governed by a City Council comprised of six Councilors and the Mayor. The Council acts as the Local Contract Review Board for the City. With a robust economic base, Umatilla is experiencing tremendous growth and is well poised to maximize the current growth potential.

The City has identified the need for a new police station. The new police station will be located in the 300 block of 6th Street in Downtown Umatilla, on approximately 1.48 acres, adjacent to the current police station. Police operations will continue at the current site until the new building is complete. Following completion, the old station will need to be demolished or relocated to allow for parking.

The new building will be a two-story structure with approximately 10,000 square feet. The current station will remain in operation while the replacement station is built. The new building will be a two-story structure. It will house all police department operations. The estimated budget for the police station is \$7.5M.

Plans for the new facilities should incorporate modern technology, staffing, community needs, and meet the latest earthquake and safety standards. Additional information about the City of Umatilla can be found at www.umatilla-city.org.

1.2 EXISTING POLICE STATION SITE AND BACKGROUND INFORMATION

The existing police station is a modular, four-piece office building that was placed in 1994 and is a 4,500 square foot, single-story building. It is located at 300 6th Street in Umatilla, Oregon. The City Council has determined that Umatilla's existing police station is inadequate to meet the police and emergency response needs of the community. Emergency power and electrical wiring are substandard; the station lacks appropriate restrooms and locker space for male and female employees; it is not accessible to people with mobility limitations; lacks secure parking areas for police vehicles and employee vehicles; and the size of the existing station limits the station's use as an emergency facility.

The City has property in the same block of the existing police station to allow for construction of a new police station and demolition of the existing station. Location and site maps are included as Attachment A.

1.3 EXISTING POLICE STATION SITE AND BACKGROUND INFORMATION

The existing police station was placed in 1984 when the City of Umatilla had a population of approximately 1,000 and a police staff of 6. Today Umatilla's population exceeds 7,500 and police staffing is approximately 15 FTE. The current building is approximately 4,500 square feet and sits on a 0.43-acre parcel, which limits parking and will not accommodate expansion of the existing station. The proposed 1.48-acre site is owned by

the city will facilitate construction of a new Police Station. Location and site maps are included as Attachment A.

The current station has been internally reconfigured multiple times to meet changing space requirements of the department. The City identified a need to replace the Police Department. The City Council has determined that the existing building site is inadequate to meet the police response needs of the community. The following is a sampling of critical needs that have been identified that the current police station is unable to provide:

- Larger lobby area for the public that provides separation between victims, suspects, and sex offenders.
- Work space to utilize volunteers.
- Secure interview/holding rooms.
- Training and Meeting Spaces.
- Evidence Storage Space.
- Locker and/or storage space for employees.
- Off-street parking for employees and off-street and secure parking for emergency vehicles.
- Sufficient back up power to operate during an emergency and to continue to provide necessary services during a critical incident.
- Adequate HVAC.
- Adequate restrooms.
- Effective communication between workgroups.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Finance & Administrative Services Director will issue the Request for Qualifications/Proposals document and will be the sole point of contact for the City for questions, concerns, and protests.

Each Proposer should provide **five (5) total copies** of their proposal with one copy marked “ORIGINAL.” In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format. The outside of the sealed envelope should reference “RFQ for Design Services for the construction of a new Police Station”. Proposals must be received by the City of Umatilla, at City Hall not later than **4:00 p.m., October 5, 2022**, addressed to the City of Umatilla, Attention: Melissa Ince, Finance & Administrative Services Director, 700 6th Street/PO Box 130, Umatilla, OR 97882.

Submittal Address & Process Questions:

City of Umatilla

Finance Department

Melissa Ince, Finance & Administrative
Services Director

700 6th Street/PO Box 130

Umatilla, OR 97882

Email: melissa@umatilla-city.org

Phone: 541-922-3226 x 104

Technical Project Questions/Scope of Work:

Darla Huxel, Police Chief

Email: huxel@umatilla-city.org

Keith Kennedy, Police Lieutenant

Email: kennedy@umatilla-city.org

Phone: 541-922-3789

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration. Proposers submitting Proposals are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

2.2 PROCUREMENT TIMELINE/QBS RFP SCHEDULE

Time is of the essence to obtain Engineering & Architectural Design Services. The City anticipates the following procurement timeline for receiving and evaluating the proposals and selecting a Consultant for this RFQ. The timeline listed below may be changed if it is in the City’s best interest to do so.

RFQ Issued	September 1, 2022
Optional Pre-Proposal Meeting	September 14, 2022 2:00 p.m.
Questions or Solicitation Protests Due	September 21, 2022
Last Date for Addenda Issued	September 28, 2022
Proposal Submittal deadline	October 5, 2022 4:00 p.m.
Proposal Evaluation	October 10, 2022
Proposed Optional Interviews	October 12, 2022
Notice of Intent to Award	October 13, 2022

Protest Period Ends	October 20, 2022
City Council Award & Negotiation Approval	November 1, 2022
Commence Contract Activities	November 15, 2022

2.3 OPTIONAL PRE-PROPOSAL MEETING

An optional pre-proposal meeting will be held at City Hall, 700 6th Street, Umatilla, Oregon, on September 14, 2022 at 2:00 p.m. in the Council Chambers. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers about the RFQ. Attendance at the pre-proposal meeting is strongly recommended.

2.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Umatilla reserves the right to make changes to the RFQ by written addendum, which shall be issued to all prospective Proposers known to the City of Umatilla to have received the Proposal Document.

A prospective Proposer may request a change in the RFQ by submitting a written request to the address set forth above. The request must specify the provision of the RFQ in question, and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Umatilla no later than the date set in the RFQ Schedule.

The City of Umatilla will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If in the Finance & Administrative Services Director's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFQ. Oral instructions or information concerning the scope of work of the project given out by City of Umatilla managers, employees, or agents to the prospective Proposers shall not bind the City of Umatilla.

1. All addenda, clarification, and interpretations will be posted on the City of Umatilla's website at City of Umatilla Bids, RFPs, RFQs. Proposers known by the City of Umatilla to have received a complete set of the proposal documents will receive notification when additional items are posted.
2. No addenda will be issued later than the date set in the RFQ Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification.
3. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

2.5 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Umatilla as a result of this RFQ. Proposer should not mark the whole proposal document "confidential".

If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."** Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, nondisclosure of City documents or any portion of a City document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety will be considered nonresponsive.

2.6 CANCELLATION

The City of Umatilla reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Umatilla's best interest, OAR 137-048-0250. In no event shall the City of Umatilla have any liability for the cancellation of award.

2.7 LATE PROPOSALS

All Proposals that are not received by the deadline stated in the RFQ Schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Umatilla's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.8 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this RFQ, the Proposer certifies that:

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Umatilla, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
2. The Proposer has examined all parts of the Request for Qualifications/Proposals, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
3. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
4. The Proposer has demonstrated quality experience providing the required professional services.

2.9 PROPOSER REQUESTS INTERPRETATION OF RFQ DOCUMENTS

1. Proposers shall promptly notify the City of Umatilla of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.

2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Purchasing Coordinator at the submittal address located in Section 2.1.
3. The City of Umatilla shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Umatilla and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Umatilla shall be final and binding upon all parties

2.10 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Umatilla services, programs, or personnel, or any other information shall be submitted in writing directly to the Finance & Administrative Services Director at the address in the Invitation. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.11 COMPETITION

Proposers are encouraged to comment, either with their submittal or at any other time, in writing, on any specification or requirement within this RFQ, which the respondent believes, will inordinately limit competition.

2.12 PROTEST OF SPECIFICATIONS

A protest of any provision in this RFQ must be made in writing and directed to the Purchasing Coordinator at the address listed in the RFQ and shall be received no later than the date listed in the RFQ Schedule. Any protest must address the requirement, provision or feature of this RFQ or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

2.13 COST OF RFQ AND ASSOCIATED RESPONSES

This RFQ does not commit the City of Umatilla to paying any costs incurred by any Proposer in the submission or presentation of a Proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers shall not include any such expenses as part of their Proposals.

2.14 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

1. The City of Umatilla reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.
2. The City of Umatilla may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Umatilla need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Umatilla may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Umatilla, become part of the public records and may be disclosed accordingly.

4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Umatilla reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Umatilla reserves the right to negotiate revisions to the final contract, as well as price, with the successful proposer.
7. To the maximum extent allowed by law, the City may waive Proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.15 REJECTION OF PROPOSALS

The City of Umatilla reserves the right to reject any or all Proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in this RFQ.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City of Umatilla may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the City of Umatilla that it is in the public interest to do so.

2.16 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by notice to the City of Umatilla Finance & Administrative Services Director, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.
3. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

2.17 PROPOSAL OWNERSHIP

1. All Proposals submitted become and remain the property of the City of Umatilla and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Umatilla shall make available to any person requesting information through the City of Umatilla's processes for disclosure of public records, any and all information submitted as a result of this solicitation without

obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

2.18 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.19 AFFIRMATIVE ACTION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes.

2.20 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)

Umatilla encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

2.21 INTENT TO AWARD

All responsive and evaluated respondents to this RFQ will be notified of the Selection Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the Proposal on behalf of the Proposer.

2.22 PROTEST OF INTENT TO AWARD

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Proposals are non-responsive; (3) The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as non-responsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0240.

The Proposer must deliver the written protest to the Purchasing Coordinator within seven days after issuance of notice of Intent to Award. A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

2.23 NOTICE TO PROCEED

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Contract. The Notice to Proceed will state the date work under the Agreement shall begin.

2.24 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. That is, if the low Proposer is from a state that grants a 10 percent preference to its own in-state Proposers, the Oregon Agency must add 10 percent to that Proposer's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

<http://www.oregon.gov/DAS/EGS/ps/Pages/reciprocal.aspx>

Proposers in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Telephone: 503-378-4642

2.25 CITY REPRESENTATIVE AND CONTRACT ADMINISTRATOR

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee shall also have authority to reject all work that does not conform to the Contract Documents.

The City's Contract Representative/Administrator will be the Police Chief, Darla Huxel, or her designee.

2.26 NOTICES, INVOICES, AND PAYMENTS

All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY OF UMATILLA: 700 6th Street
 P.O. Box 130
 Umatilla, Oregon 97882

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this section.

2.27 DEFINITIONS (as used in these contract documents, except where the context otherwise clearly requires)

CITY, OWNER means the City of Umatilla, Oregon.

CITY'S REPRESENTATIVE, CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this Contract and monitor compliance hereunder.

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for Proposals, Professional Engineering Services Contract, Scope of Services, Special Provisions, Non-Collusion and Conflict of Interest Certification, Independent Contractor Status, and Proposal Response, and other attachments, exhibits, or addendums applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

RESPONSIBLE PROPOSER means a Person that has submitted an Offer and meets the standards set forth in OAR 137-047-0640 or 137-049-0390(2), and not debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

RESPONSIVE PROPOSAL means an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

STATEMENT OF TIME means a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFQ document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

SECTION 3 – SCOPE OF WORK

The following is the scope of services desired. A detailed scope of work will be developed with the selected Design Firm.

3.1 SERVICES PROVIDED BY THE CITY: Proposers shall assume that the City will provide specialty services as follows

- Geotechnical
- Environmental Testing
- Specialty inspections and/or materials testing as needed for items such as steel and concrete and roofing
- Archeological surveys

INFORMATION PROVIDED BY THE CITY:

- Provide the use of existing maps, aerials and AutoCAD base map for design and reproduction purposes.
- Provide existing studies or community development plans that may affect decisions or recommendations. The City will provide any zoning and land division ordinances or information that is relevant to the project.
- Provide stakeholder contact information.
- Schedule and facilitate City Council meetings and prepare agendas as needed.

3.2 DESIGN PHASE RESPONSIBILITIES AND DELIVERABLES

3.2.1 Have a project “kick-off” meeting that introduces a review of existing conditions review including: 1) Introduction of team members, 2) site tour, 3) review any existing design or scoping information.

3.2.2 Develop projected project design schedule.

The schedule will be comprised of 6 distinct phases that are part of the overall “Design Process”:

- A. Pre-design Phase:** This is a time for the selected firm to become familiar with Umatilla and the site including the physical and environmental aspects of the site, adjacent properties, traffic patterns and to conduct multiple sessions with the Council, the public and other interested parties to learn what people want to see from the project.
- B. Schematic Design Phase:** This phase is where ideas are put to paper to explore options. Over time ideas will coalesce into concepts that reflect the ideas of Council, staff and interested parties. At some point this phase will produce a single concept that is adopted by the City Council that will become the “Base” for future design phases. The Schematic Design Phase is where conversations regarding sustainability elements of the project are introduced.
- C. Design Development Phase:** This is where the “base” concept from the schematic design phase is further developed including more detailed drawings of interiors/exterior, finishes and preliminary ideas about required structural improvements and mechanical systems begin to develop. Prior to completion of the design development phase, hold a meeting to present the design to the City Council and public for final comment. If needed, revise design development documents until approved.

- D. **Contract Drawing Phase:** This is where decisions about finishes, design details for interiors and exteriors and the literal “nuts and bolts” decisions regarding floor, wall, mechanical, structural, lighting, sound system specifications are finalized down to the allowable options list.
- E. **Bidding Phase:** This is where the construction contractors submit their proposals based on the Contract Drawings.
- F. **Construction Administration Phase:** This is where the contractor undertakes the work of completing the improvements and the Design Firm monitors the work for quality and compliance with the Contract Drawings.

3.2.3 Throughout the design process and especially during the schematic design phase the selected Design Firm is expected to work closely with the City Council, City staff, and the broader community to provide conceptual designs as options for the new Facility.

3.2.4 Take primary responsibility for planning and coordination with local planning and building officials during pre-design to ensure compliance with City requirements.

3.2.5 Meet regularly and as necessary with appropriate city officials to assure that developing and final designs and drawings are consistent with applicable codes as interpreted by the officials having jurisdiction.

3.2.6 Advise and coordinate implementing costing, savings, value engineering, and control procedures and documentation to meet budgetary limitations.

3.2.7 Ensure design progresses in accordance with the design schedule.

3.2.8 Advise in the selection of any additional consultants and contractors as needed.

3.3 CONSTRUCTION DOCUMENTS PHASE RESPONSIBILITIES AND DELIVERABLES

3.3.1 Develop Construction Documents, including detailed designs, drawings, specifications and any other documentation needed for the City to obtain construction bids.

3.3.2 Consult with the City to prepare bid packages.

3.3.3 Assist the City in evaluating contractor bids or proposals.

3.3.4 Obtain permitting agency plan checks and permits prior to the release of contractor bid packages.

3.4 CONSTRUCTION PHASE ACTIVITIES

3.4.1 Assist the City during the construction phase of the Project as a technical expert and advisor to the City.

3.4.2 Collect and maintain records during the entire Project period.

- 3.4.3** Perform a detailed analysis of the construction contractor's proposed schedule to identify flaws in logic or potential points where claims are most likely to occur. Continue to monitor and report schedule compliance or issues to the City.

Visit construction site to monitor progress, workmanship and to conduct project design and specification compliance inspections.

- 3.4.4** Alert City to any concerns or potential problems as soon as they are recognized by the Design Firm. Convey alternatives to the City and make recommendations regarding solutions that are in the City's best interests.
- 3.4.5** Attend construction meetings and maintain project documentation as necessary.
- 3.4.6** Review and track all shop drawings submittals to assure compliance with Construction Documents. Closely coordinate status of shop drawing with construction contractor to ensure project will progress smoothly. This is a critical component of the Construction Document phase and a key responsibility of the Design Firm. This will be monitored regularly by the City.
- 3.4.7** Track change orders and recommend responses to requested change orders or other changes to the contract documents and assist the City with change order negotiations.
- 3.4.8** Prepare all change orders for review and submit for City approval. Ensure that all approved change order work is incorporated into the Project construction. Report any impact the change orders may have on scope, quality, overall budget, and on timely completion of the Project.
- 3.4.9** Evaluate contractor pay requests. Ensure that all certified pay records are submitted by the Construction Contractor and maintained. Evaluate certified pay records for accuracy and reasonableness.
- 3.4.10** Immediately notify City of any potential or actual general contractor claims, investigate, conduct analysis and make recommendations for options for City action.

3.5 CLOSE OUT PHASE ACTIVITIES

- 3.5.1** Prepare and monitor punch list
- 3.5.2** Confirm status and completion of punch list and prepare Certificate of Final Completion to be issued upon City's direction.
- 3.5.3** Continue coordination with appropriate local building officials.
- 3.5.4** Receive, review and approve for completeness and accuracy contract closeout documentation, as-builts, O&M's and recommend final acceptance when appropriate. Provide hard and digital copies of all construction/as-built documents for archiving by City.
- 3.5.5** Review and make recommendation for final payment to the construction contractor.

3.6 PROPOSED PROJECT SCHEDULE

The Consultant will coordinate the Project Schedule with the City and the Design Consultant. The proposed Project Schedule includes:

- Finalize facility design Fall 2023
- Issue solicitation for project construction Spring 2024
- Begin construction Summer 2024
- Complete construction and commission the facilities for occupancy Fall 2025

Note: The City must secure construction funding for the new facility. There could be a gap up to 24 months between completion of design and commencement of construction.

3.7 PROJECT REVIEWS AND PROJECT REPORTS

Work progress will be reported to the City’s Project Manager (Police Chief) and Project Team on a regular (weekly) basis, dependent on the project phase, unless additional information is required. Comprehensive monthly progress reports including the planned Project Schedule versus the actual progress shall accompany all billings submitted to the City. The Consultant shall submit a recommended report format for City review and approval. The reports and schedules shall be approved by the City as a condition of payment.

3.8 DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. All deliverables resulting from this Agreement will become the property of the City. As such, the Consultant and any subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Umatilla.

3.9 INDEPENDENT CONTRACTOR

The Consultant shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFQ. The parties intend that Consultant, in performing the services specified in this contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Consultant is not considered an agent or employee of the City of Umatilla, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Umatilla provide its employees.

3.10 KEY PERSONNEL/PROPOSED PROJECT TEAM

It is the City’s expectation that the Consultant’s personnel and team identified in the proposal shall be the same team used once the project is initiated unless changes are negotiated between the City and the Consultant prior to final contract execution. If unforeseen circumstances require a deviation from the proposed project team, the City reserves the right to review the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract.

SECTION 4 – SELECTION PROCESS AND PROPOSAL REQUIREMENTS

4.1 SELECTION PROCESS

The process to select a Design Firm to provide complete planning, design, bidding and construction administration services for a new Police Station will consist of a solicitation of proposals from all Proposers interested in providing the required services described in this RFQ. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City. The City intends to contract for the “best value” service that offers the desired level of quality at a reasonable price.

4.2 PROPOSAL SUBMITTAL INSTRUCTIONS

In order to be considered for this project, proposals must be received no later than October 5, 2022 at 4:00 p.m. The proposal is to be submitted without proposed fees.

Each Proposer should provide **five (5) total copies** of their proposal with one copy marked “ORIGINAL.” In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format.

Proposals must be submitted on letter-sized (8.5” X 11”) paper. Margins must be at least 1/2” on all sides. Font size can be no smaller than 12 point. **Proposals must not exceed fourteen (14) single-sided pages or seven (7) double-sided pages.** Proposers must include an introductory letter (described below) with the proposal. The letter must not exceed two pages and the letter is **not** included within the 14/7 page limitations. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

4.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

1. To examine the scope of services and conditions thoroughly.
2. To provide for appropriate insurance, deposits, and bonds, if required.
3. To comply fully with the scope of services for the agreed contract.
4. That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFQ.

4.4 JOINT PROPOSAL

If Proposer is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the Proposal and any contracts on behalf of both itself and the Proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

4.5 PROPOSAL REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City, may disqualify the Proposer. Each Proposer shall meet the following (Sections 4.6 and 4.7) in addition to describing their qualifications and commitment to providing the required scope of services.

4.6 PROPOSAL FORMAT AND REQUIREMENTS

Consultant should have experience with design and construction management, overseeing police facility construction or public facility construction project management services. Submittals will be evaluated by the criteria listed below and should be organized and identified in the same order.

1. Introductory Letter – An Introductory Letter should be provided indicating an expression of interest in the project, the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the Personal Services Agreement, Attachment A. The letter should provide general information relative to the firm’s size, history, personnel and areas of expertise. References to awards may be included here. The Introductory Letter should name the person(s) authorized to represent the Proposer in negotiations and the name of the person(s) authorized to sign any contract that may result. The letter should be signed by an authorized representative of the Proposer. Any exceptions to the Sample Agreement should be provided within this Letter.

2. Project Experience with Similar Projects - Proposer must describe the firm’s specific experience in providing architectural services in the design and construction of similar projects for a public building project, preferably for fire or police facilities.

Provide at least three examples of relevant project experience completed recently by the proposed project team. If the project was over five years ago, describe your experience with new technology and security features for public facilities, preferably fire and police facilities. Include completed projects that best characterize the proposed project team’s work quality and successful project results. The reference information requested below should relate to the proposed project manager, as well as the Proposer’s firm, and any other team members who will have substantial and significant project responsibilities.

1. Agency name, location of project, and year(s) service was provided.
 2. A description of the team’s role (stating whether a prime contractor, sub, or consultant).
 3. A list of key staff assigned – include names of key personnel proposed for this project who also participated in the reference project, including their role and duration on the reference project.
 4. The total estimated cost of the project (at programming phase) and final cost of project, number of change orders for the project and any additional relevant information.
 5. Type of project and summary of scope of services provided.
 6. Indication of which type of construction contracting was used.
 7. Reference contact name, phone number, and email.
-
3. Project Team Qualifications – Proposer must demonstrate relevant experience with comparable projects for key members of Proposer’s project team, including a list of projects performed within the last ten years, most comparable to the requested services for all phases of the project. Include concise, summary resumes of the key members focusing on relevant qualifications, specific areas of expertise, special training, project experience, educational background, licenses and certifications.
 1. Describe key personnel or team member’s primary office location and how their geographic proximity to the project will assist the City in delivery of the project. Please include a description of where key personnel for this project will be based, as well as the amount of travel anticipated, and other items you consider important to demonstrate this ability.
 2. Provide availability, current assignments and locations, for Project Manager, Project Principal, and key personnel. List all current projects. Identify the scope of each project and

project cost. Identify the starting dates for all projects and the completion dates (where completed). List the anticipated percentage of time the Project Manager they will have available for this project.

3. Identify the portions of the project anticipated to be performed (in part) by subcontractors.
 4. Describe the Project Manager's experience with similar projects, and interdisciplinary teams, and project communications covering public involvement, jurisdictional negotiations, and political processes.
 5. Describe any unique qualifications the Proposer's project team has to perform this work.
 6. List the names of the team members who will be performing the work on this project and their responsibilities.
4. Project Understanding, Delivering the Scope of Work & Project Approach - The Proposer's general approach to performing the project, providing the required scope of services to meet project goals, concisely demonstrating a clear understanding of the project, partnering with multiple stakeholders and communicating with project team members. Include tasks that are important for prudent management and required sequencing of the tasks for a successful project. Note significant issues or concerns that should be addressed.
1. Provide a level-of effort summary breakdown of time and staff by task for the firm's responsibilities under this contract. Identify key personnel to be used on this project, the area of responsibility and total days and hours per overall task. Tasks the Proposer expects the City or a subcontractor to complete should be noted
 2. Describe your team approach to providing the scope of work listed in the RFQ and Section 3 to deliver a successful project. Describe your general approach to performing the project, concisely demonstrating a clear understanding of the project goals and how the firm will assist in meeting these goals. Characterize your approach to partnering with multiple stakeholders and communicating with project team members.
 3. Describe how the team is uniquely positioned to help the City achieve the delivery of the scope of work in the most thoughtful and efficient manner. Submit a preliminary timetable regarding the general steps that the team will take to ensure the City achieves critical milestones.
 4. What are the biggest challenges you expect to encounter? Describe how you will address those challenges.
 5. How would the team bring to bear lessons learned from other states, the federal government, or local jurisdictions to guide best practices in delivery services for this large project?
 6. Describe any special or unique benefits your team can provide that are especially well-suited for Project Design and Pre-Construction Oversight and Construction Management.

4.7 RATE INFORMATION - Proposer must provide pricing information in a separate sealed envelope clearly labeled as "RATE INFORMATION – FOR NEGOTIATION USE ONLY".

4.8 ADDITIONAL ATTACHMENTS TO PROPOSAL SUBMITTAL

The following should be included with the Proposal Response.

- a. Non-Collusion and Conflict of Interest Certification (Exhibit 1) – Sign and submit with Proposal.
- b. Certification Statement for Corporations or Independent Contractors (Exhibit 2) - Complete and submit with Proposal.

- c. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit 3) - Complete and submit with Proposal.
- d. Insurance Requirements (Exhibit 4) – Sign and submit with Proposal.
- e. Addenda - All addenda of this RFQ should be submitted as part of the Proposal Response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Umatilla. Addenda are posted on the City of Umatilla's website at www.umatilla-city.org.

SECTION 5 –EVALUATION CRITERIA

5.1 PROPOSAL EVALUATION

The Selection Review Committee will be comprised of approximately six (6) members. The role of the Selection Review Committee is to evaluate the Proposer’s qualifications and award a contract to the Proposer that will best meet the City’s requirements for this Project, the scope of services described herein, and will best serve the needs of the Project working collaboratively with the City to oversee the design and construction of the Police Facilities.

Each proposal will be judged on its completeness and quality of its content. Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed.

The three Proposers with the highest scores may be invited to an Interview/Oral Evaluation with the Selection Review Committee. If oral evaluations are conducted, the City intends for the award to be made to the responsible proposer having the highest combined score. If oral evaluations are not conducted, award will be based on the highest scoring responsible proposer for the written portion to enter into the price negotiations. A contract will be awarded to the firm whose proposal will be the most advantageous to the City in terms of all the evaluation criteria stated herein and allows the most efficient and economical use of public funds.

5.2 EVALUATION CRITERIA

5.2.1 Introductory Letter

- Proposer should include an Introductory Letter and expression of interest in the project
- Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the Personal Services Agreement, Attachment A.
- The letter should provide general information relative to the firm’s size, history, personnel and areas of expertise. References to awards may be included here also.
- The letter should name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result.
- The letter should be signed by an authorized representative of the Proposer.
- Exceptions to the Sample Agreement, if applicable, should be included here.

5.2.2 Experience with Similar Projects

Proposer must describe the firm’s specific experience in providing architectural services in the design and construction of similar projects for a public building project, preferably for fire or police facilities.

Evaluation Criteria:

- The team shows specific relevant Police facility experience.
- Proposer provided requested information for sample projects.
- Experience is current and Proposer provides information on similarities to this project.
- Teams’ ability to provide a project within the reasonable range of the estimated project costs.
- The project experience and references presented should not just relate to the Proposer’s firm, but should include those for the proposed Project Manager and all other team members who will have substantial and significant project responsibilities.

- Projects demonstrated professional capabilities on engineering projects and demonstrated qualification and commitment to provide quality-assurance/quality-control procedures.

5.2.3 Project Team Qualifications

A capable, dedicated project team is crucial to any successful project. Proposer must demonstrate relevant experience with comparable projects for key personnel of Proposer's project team.

Evaluation Criteria:

- How well do the Team's qualifications and experience relate to this scope of work?
- Proposer's team identified the use and specific tasks to be performed by any subcontractors or the City.
- Current assignments and location of all important team members was noted.
- Proposer provided qualifications, special training, specific areas of expertise, educational background and certifications, project experience, and other relevant experience of all key personnel and subcontractors.
- Project Manager (team leader) is identified and has experience in both construction and design disciplines and leading and overseeing similar-sized projects. Does the Project Manager have expertise to cover all phases of the Project?
- Staffing is available to perform the work for the duration of the contract.

5.2.4 Project Understanding, Delivering the Scope of Work, & Project Approach

Proposer must describe their approach to the proposed Project Schedule and include staffing requirements for the project and a clear understanding of the Project goals.

Evaluation Criteria:

- Described approach is innovative yet realistic.
- Proposer provides a reasonable preliminary timetable.
- Proposer provided detailed staffing requirements for the project.
- Project detail was organized by task and included the key persons performing those tasks, and the estimated hours or days required to complete the work involved for each major task category.
- Proposer describes lessons learned from previous projects and how to guide best practices for this project.
- Proposer provides special or unique benefits to the City.

5.3 RFP EVALUATION

The goal of the evaluation process is to select a firm that will best meet the City's requirements and expectations for experience, qualifications, and staff expertise capable of providing the needed project services. Each proposal will be judged as to the extent that it demonstrates the Proposer's qualifications and understanding of the services requested and required for a successful project, and the staffing proposed to meet the project goals and schedule. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

5.4 OPTIONAL ORAL EVALUATIONS/INTERVIEWS

At the City’s option, Oral Evaluations/Interviews may be conducted with the top three Proposers after written proposals are evaluated. The City reserves the right to offer oral evaluations/interviews to more or fewer Proposers. If held, a possible 100 points will be attributed to interviews.

After the interviews, each evaluator shall independently assign a draft score to each evaluation criterion based on the presentation. Then the evaluators shall meet and share their key findings. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize their scores. Final presentation scoring by each evaluator will then be summed. The interview scores and the written evaluation scores will be combined resulting in a final total score, with the maximum potential score for any proposer being 200 points.

The Selection Review Committee may ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Umatilla and Proposers will be responsible for their travel expense.

5.5 EVALUATION CRITERIA

Scoring will be completed covering all areas listed below in the Evaluation Criteria and may include Oral Evaluations/Interviews. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score. Selection will be made using the criteria indicated in Section 5.2 and an agreement will be negotiated. Once selected, the Proposer must be prepared to negotiate the contract price with the City within 24 hours. Final determination of the selected Proposer is contingent on agreement between the City and the Proposer on the negotiated price.

Evaluation factors and the maximum points to be awarded will be as follows:

Criteria	Maximum Score
A. Introductory Letter	5
B. Performance History	30
C. Project Team Qualifications	30
D. Project Understanding, Delivering the Scope of Work & Project Approach	35
TOTAL POINTS AVAILABLE	100

5.6 PRICE AGREEMENT NEGOTIATIONS

The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule, with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer. The negotiation process may continue in this manner through successive consultants until an agreement is reached or the City terminates the consultant contracting process, ORS 279C.110.

SECTION 6 – CONTRACT REQUIREMENTS

6.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFQ, Attachments and Exhibits, Proposer's Response, clarifications, addenda, and defined Statement of Work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the Sample City's Personal Services Agreement, Attachment B.

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Consultant's submission of a proposal for the services being solicited under this RFP, see **Exhibit 1, Non-Collusion and Conflict of Interest Certification**. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The Proposer hereby agrees to accept the contract terms of the attached Sample Agreement. Otherwise, exceptions to the contract must be submitted by the Proposer with their proposal response and included in the Introductory Letter.

6.2 INSURANCE CERTIFICATES

The successful Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. If Proposer is exempt from Workers' Compensation, Proposer should indicate they are exempt from workers' compensation within the Introductory Letter of the Proposal Response.

As listed in the Agreement, the successful Proposer must also submit Certificates of Insurance addressing general liability insurance, automobile and collision insurance, and professional liability insurance. An overview of the Insurance Requirements is defined in Exhibit 4. Proposers should submit Exhibit 4 to acknowledge and accept the insurance requirements noted therein.

The Proposer shall demonstrate willingness and ability to provide a Certificate of Insurance that reflects the Insurance Requirements within approximately ten (10) days of the Notice of Contract Award

ADDITIONAL ATTACHMENTS

ATTACHMENT A – Project location and site map

ATTACHMENT B – Sample Personal Services Agreement

EXHIBIT 1 Non-collusion & conflict of interest certification

EXHIBIT 2 Certification Statement for Corporation or Independent Contractor

EXHIBIT 3 Proposer Representations & Certification

EXHIBIT 4 Insurance Requirements



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

POLICE DEPARTMENT RFP

Attachment A - Project Location and Site Map

Legend
 Subject Properties
 Tax Lots



Feet
0 25 50 75 100

MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use.
Created by Jacob Foutz, on 8/24/2022

ATTACHMENT B
PERSONAL SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO PROVIDE DESIGN AND PROJECT MANAGEMENT SERVICES
AS THE OWNER'S REPRESENTATIVE FOR THE NEW POLICE STATION PROJECT FOR THE CITY OF
UMATILLA, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of _____, a professional consulting engineering firm, hereinafter referred to as CONSULTANT, agrees to provide design and construction management services as the Design Firm for the new Police Station Project for the City of Umatilla, Oregon, a municipal corporation, hereinafter referred to as CITY, for the improvements described in the agreement that incorporates these Standard Terms and Conditions and as shown in Attachment A - the Request for Proposals, Proposal Response, Statement of Work, and Compensation Statement. Unless modified in writing as set forth in Article II by the parties hereto, the duties of CONSULTANT shall not be construed to exceed those services and duties specifically set forth in the Agreement.

ARTICLE II: MODIFICATIONS

CITY or CONSULTANT shall not make modifications in the attached agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with the scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until the execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation for these cost estimates, the CONSULTANT will apply its experience and judgment.
- D. Document Preparation. CONSULTANT will prepare and furnish all contract documents necessary for the completion of the duties listed in Article I and the construction of the project.
- E. Access to Records. CONSULTANT agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that CITY, or any of its duly authorized representatives, shall,

during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.

- F. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of CITY. CITY will exercise discretion in any re-use of said documents and agrees to hold harmless CONSULTANT for any application of documents for any purpose other than the originally intended use.
- G. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Umatilla for projects of this type in question.
- H. Oregon Workers' Compensation Law. CONSULTANT, its sub-consultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- I. Oregon Identity Theft Protection Act. CONSULTANT, and its subconsultants, if any, agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the CONSULTANT fails to complete and return the W-9 Form to the CITY, payment to the CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to CITY's records, facilities, and properties.
- C. Timely Review. CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination, and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay progress payments for the services in Article I in accordance with the compensation provisions in this agreement and as negotiated in the attached Compensation Statement.

Notwithstanding anything in this agreement to the contrary, the CITY'S obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the CITY'S annual budget shall include in the budget for each fiscal year the amount of the CITY financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ARTICLE VI: INDEMNIFICATION

CONSULTANT agrees to indemnify, defend, and hold harmless CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of CONSULTANT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability insurance on an occurrence or claims made basis with 24 month extended reporting period.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate shall apply separately to this project.

2. Automobile Liability: \$2,000,000 Per Occurrence
3. Employers Liability: \$ 500,000 Each Accident
 \$ 500,000 Disease Aggregate
 \$ 500,000 Disease Each Employee
4. Professional Liability Insurance \$2,000,000 Per incident/Claim
 \$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF UMATILLA and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any sub-contractor's activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive, by endorsement all rights of subrogation against the City of Umatilla, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of sub-consultants by CONSULTANT or subsidiary or affiliate firms of CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this agreement, and CONSULTANT shall remain fully responsible for the work performed, whether such performance is by CONSULTANT or sub-consultants. No subconsultants shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. CONSULTANT may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. CONSULTANT may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: FORCE MAJEURE

Neither CITY nor CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control.

Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XVI: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Umatilla County, Oregon.

CONSULTANT:

Date: _____

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address: _____

Telephone: _____

Fax: _____

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

CITY OF UMATILLA, OREGON:

Date: _____

By: _____
David Stockdale,
City Manager

Date: _____

By: _____
Darla Huxel, Police Chief

APPROVED AS TO FORM:

By: _____
, City Attorney

EXHIBIT 1

NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish project management services as the Owner's Representative in accordance with this Request for Proposals, and Addenda, if applicable, for the term of the Personal Services Agreement and certifies that the Proposer is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Proposal.

Certifications

Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and proposal submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or proposals to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Conflict of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Proposal to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subconsultants, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Umatilla employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Reciprocal Preference Law – Residency *(check one that applies):*

_____ Resident Proposer _____ Non-Resident Proposer

Signature Block

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Proposer's Name

Telephone Number

Mailing Address, City, State, Zip

Tax Id Number/Social Security Number

Facsimile Number

Email Address

Signature

Date

EXHIBIT 2

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership.

I certify under penalty of perjury that Contractor is a (check one):

Corporation Limited Liability Company Partnership Nonprofit Corporation
authorized to do business in the State
of Oregon

Signature: _____

Title: _____ Date: _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

A. Contractor’s services are primarily carried out at a location that is separate from Contractor’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.

B. Contractor bears the risk of loss related to the services provided under this Contract.

C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.

D. Contractor makes a significant financial investment in the business.

E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature:

Date:

EXHIBIT 3

PROPOSER REPRESENTATIONS AND CERTIFICATION

REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Proposer to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature Date

Print Name and Title

Contact Person for this Procurement

Phone Email

EXHIBIT 4

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$3,000,000.**

_____ If checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

_____ Required By City _____ Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

_____ If checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

_____ If checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

_____ Required By City _____ Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

_____ If checked, the limits shall be \$1,000,000 per occurrence.

_____ If checked, the limits shall be \$5,000,000 per occurrence.

_____ Required By City ____ Not Required by City (Needs Finance Insurance Review and Approval.)

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best’s Insurance Rating of no less than A-VII or City approval. Contractor’s coverage will be primary in the event of loss.

Contractor shall furnish a current Certificate of Insurance to the City. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: “Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions.” A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

Certificate holder should be: City of Umatilla, P.O. Box 130, Umatilla, OR 97882. Certificates of Insurance can be faxed to the City Finance Department, Attn: Melissa Ince, at (541) 275-0261.

Contractor’s Acceptance

Date

Completed at City by:

Date



Engineering & Architectural Services RFQ

REQUEST FOR QUALIFICATIONS/PROPOSALS

Umatilla Police Station

Design and Construction Documents

ADDENDUM #1

1. RFQ Questions

Q1: Are you looking for proposers to include information on our entire AE team including engineering and other consultants, or should we limit our description of key personnel (resumes, etc) to our design team only?

A1: The design team is sufficient.

Q2: Are the additional attachments (Exhibits 1-4) included in the 14-page limit?

A2: No, the additional attachments are not included in the 14-page limit.



Engineering & Architectural Services RFQ

REQUEST FOR QUALIFICATIONS/PROPOSALS

Umatilla Police Station

Design and Construction Documents

Evaluation Results

<i>Proposer</i>	Total Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4
<i>Mackenzie</i>	375	93	93	92	97
<i>Design West Architects</i>	338	85	91	82	80
<i>YGH + integrus Architecture</i>	294	76	81	63	74
<i>Lombard Conrad Architects</i>	282	78	77	49	78
<i>Steele Associates Architects</i>	256	80	76	51	49
<i>KDA Architecture</i>	211	59	58	37	57
<i>Meier Architecture</i>	158	43	40	32	43

October 20, 2022 (**Revised October 24, 2022**)

City of Umatilla
Attention: David Stockdale
700 6th Street
Umatilla, OR 97882

Re: **Umatilla Police Station**
Project Number 2220303.01-.08

Dear David:

Mackenzie appreciates this opportunity, and we are pleased to present to City of Umatilla (“Client”) the following Scope of Services and fee proposal for your new police station. Mackenzie’s integrated team of design professionals will provide architecture, interior design, land use planning, landscape architecture, civil engineering, traffic engineering, and structural engineering services for the above project. In addition, Mackenzie will retain Construction Focus, Inc. to provide construction cost estimating services and Interface Engineering for mechanical, electrical, plumbing, and low-voltage engineering services. See attached proposals from our consultants.

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

1. The City of Umatilla intends to build a new police station on the multiple lots indicated in Attachment A. It is anticipated the project will be built in two (2) sequential phases with the existing station remaining in operation until the new station is complete.
2. At this time, it is estimated the station will be 10,000 SF, two (2) stories, and – based on initial budget valuations – is assumed to be a traditional light-frame wood structure with gang nail trusses. The building will be designed as a Risk Category IV structure (essential facility) per code requirements.
3. It is planned that rooftop solar panels will be provided to meet the state 1.5% Green Energy Technology requirement.
4. It is anticipated that half-street improvements could be required on 7th Street, 8th Street, C Street, and D Street. 6th Street appears to be recently updated, but it is unclear whether these improvements meet current City and ODOT standards. Because the scope of frontage improvements is not known at this time, we have excluded design of frontage improvements from this proposal and can provide an estimate for design of such when the scope is verified at the pre-application conference.
5. The site will provide access via 6th street (Columbia River Highway, US Route 730), a State Highway requiring access rights from ODOT.
6. The current police station is zoned Downtown Commercial (DC). The balance of the site is zoned Downtown Residential (DR). In both of these zones, public/government buildings are a conditional use, so the project will be



- subject to Type II Site Review and a Type II Conditional Use Permit, which will be administered through a Type III land use review (i.e., Planning Commission approval) prior to permitting.
7. The site contains portions of the Seventh Street and C Street rights-of-way, as well as an alley running from C Street to D Street. Client would need to vacate the right-of-way and alley to accommodate development within that area.
 8. The site consists of multiple platted lots within the *Wardwell's Addition subdivision and Town of Umatilla* subdivision, and the interior lot lines may need to be removed to satisfy building code provisions. Mackenzie has included scope to assist Client with obtaining land use approval to replat these lots. Client's surveyor would need to prepare and record the associated plat. Following replat approval, Client's surveyor can file the final plat with Umatilla County to complete the replat.
 9. The site is located outside the I-82/U.S. 730 Interchange Area Management Plan (IAMP) management area and outside the special flood hazard (100-year flood) area.
 10. The project is to be delivered through a traditional design-bid-build construction process.
 11. Client's General Contractor will provide fire suppression/fire alarm, solar panel support, stair assemblies, and landscape irrigation on a design-build basis.
 12. It is not anticipated that the project will pursue any sustainability certifications or Energy Trust of Oregon incentives.
 13. The City will hire geotechnical, land surveying, special inspections, commissioning, and hazardous material consulting services necessary on the project directly, and Mackenzie will coordinate with these consultants as necessary.
 14. The total project budget is estimated in the range of \$7.5 million. During programming the project will be designed towards Client needs, and a formal project budget will be established.
 - A. As the project progresses and programmatic needs are identified and preliminarily estimated, the Client will be advised on estimated programmatic project costs for considerations of total budget to confirm warranted and feasible.
 - B. For the purposes of our Basis of Design, the total project budget can be viewed in two (2) general categories: Hard Costs and Soft Costs. Hard costs can be generally expected to require 65-70% of a project budget, and would include hard site/building construction costs, general conditions, bonds/insurance, general contractor overhead/markups, contingency, etc. Soft costs can generally be expected to require the remaining 30-35% of the project budget, and would include design costs, specialty consultant costs, permit fees, furnishing/fixtures/equipment (FF&E), moving allowances, contingency, etc.
 15. The City is still evaluating funding for the overall project. Assistance in bond campaign, additional graphics/renderings, or pauses in the project are not included in the current scope of work but can be included as an expanded service should the City desire.
 16. It is understood that the primary Core Team for the Client will comprise City Manager David Stockdale, Chief Darla Huxel, Lieutenant Keith Kennedy, and Finance Director Melissa Ince.

SCOPE OF SERVICES

Programming and Conceptual Design

Time Duration: 12 weeks

Provide guidance in defining the project vision, goals, and design objectives that will drive the subsequent design process.

1. Meeting (virtual): Conduct kickoff meeting to initiate the Programming Phase, including a review of Mackenzie's scope of work and defining overall project goals, objectives, budget, team roles/responsibilities, schedule, project

- milestones, and identify key stakeholders. We will work with the Client to identify opportunities, challenges, and big picture goals for the project. This will serve as a road map going forward. The following roles will attend the kickoff meeting: project manager, project principal, project designer, and project architect.
2. Upon approval of Mackenzie's scope of services, Mackenzie will develop and issue programming questionnaire for staff to complete prior to programming workshops.
 3. Complete an initial due diligence review for the project, including the following tasks:
 - A. Review Client provided information consisting of land survey (ALTA/Topographic), geotechnical report, and inventory of existing equipment.
 - B. Review and summarize anticipated land use and zoning criteria applicable to the project.
 - C. Provide high-level summary of anticipated entitlement and permitting processes, procedures, and schedules.
 4. Develop a draft program based on input gathered from completion of programming questionnaires. The program will include information on staffing and space needs for growth as requested.
 5. Meeting: Architect and interior designer will meet once (1) with each individual division or group as a workshop to discuss specific division space and operational needs. Our understanding is that there are up to five (5) divisions we will meet with over the course of a day.
 - A. Tour existing station while at programming workshop.
 6. Refine draft program based on review comments received during programming workshop.
 7. **Optional Service** – During programming, before finalization, Mackenzie will identify up to three (3) recently completed facilities that contain similar programmatic requirements to tour with, or by, the Client team. During each tour, Mackenzie will photo document the project to identify aspects related to the proposed project that may inform decisions related to the operational needs and program of the project. All tours are estimated to occur over the course of one (1) day total (12 hours total) and will be attended by project architect and interior designer.
 8. **Optional Service** – Meeting: Project manager, project architect, and interior designer will meet once (1) with Client via video conference to review final draft program based on observations during tours.
 9. Incorporate comments received from Client into final draft program for final review/approval by Client and email final draft program to Client for approval.
 - A. Obtain Client approval of revised final program.
 10. Develop up to two (2) conceptual site diagram with additional detail and refinement that includes site ingress, egress, and site circulation to optimize operational flow with consideration for building and overall site needs.
 11. Meeting (virtual): Project architect meet with Client to review conceptual site diagrams and obtain approval to move forward with one of the options.
 12. Create up to two (2) adjacency diagram and block diagrams that illustrate the sizes, spatial relationship, and proximities to other rooms/areas.
 13. Meeting (virtual): Project manager, project architect, and interior designer meet with Client to review the adjacency diagrams for feedback.
 14. Refine adjacency and adjacency diagrams based on feedback and email to Client for approval.
 15. Upon Client approval of adjacency diagram and project target value, develop visioning boards for public meetings.
 16. The project manager, project architect, and project designer will meet with public stakeholder groups to discuss the massing and aesthetics of the building through a series of public meetings to solicit community input.
 - A. The first public meeting will be a visioning exercise. Mackenzie will bring in precedent images of police stations and other applicable buildings for the stakeholders to review and respond to with likes and dislikes.
 - B. Develop up to two (2) design options that embrace the aesthetic preferences identified during the first meeting and block diagrams.

- C. A second public meeting will present two or three (2-3) design schemes and ask the stakeholder group to select one of the design schemes.
- 17. Based on the selected scheme and input that incorporated the massing and aesthetics identified in the visioning process, Mackenzie will develop up to two (2) conceptual floor plans and elevations. This will be a collaborative process where the design team will work with Client to refine the preferred scheme.
- 18. Meeting (virtual): Project manager, project architect, interior designer, and Interface Engineering will meet with Client to review assumptions for plumbing fixtures, mechanical systems, lighting, and interior finishes.
- 19. Develop narrative documenting the decisions on materials, systems, and equipment from previous meeting noted above.
- 20. Meeting (virtual): Project manager, project architect, project designer, and interior designer meet with Client to review conceptual design final draft.
 - A. Obtain Client approval of final conceptual design.
- 21. Upon approval of the concept plan, Construction Focus, Inc. (cost estimator) develops construction cost estimates. In addition, Mackenzie develops a forecast of soft costs to include furniture, fixtures, and equipment (FF&E), permit fees, system development charges (SDC), and consultant fees to develop an anticipated overall project cost.
- 22. Format documents from tasks into a programming and conceptual design summary. The summary will include the following sections.
 - A. Overview/Scope/Executive Summary
 - B. Existing Conditions Evaluation
 - C. Programming and Workshops
 - D. Facility Tours (Optional)
 - E. Site Selection/Evaluation
 - F. Visioning/Public Outreach
 - G. Final Conceptual Design
 - H. Project Cost Estimate
 - I. Next Steps
- 23. Meeting (virtual): Meet with Client to review needs assessment.
 - A. Upon Client approval of project cost and design, proceed to schematic design documents.

Deliverables

- 1. PDF programming and conceptual design summary.

Schematic Design

Time Duration: 12 weeks

Provide Schematic Design documents based on the mutually agreed-upon program and schedule. The Schematic Design documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components.

Schematic Design shall include:

- 1. Meeting(s): Meet (virtually) with Client weekly to review design progression.
- 2. Assemble up to two (2) preliminary Interior finish material palettes for review with Client. Material palettes will include preliminary lighting concepts, through manufacturer cut sheets or concept imagery, and conceptual furniture plans to convey general size, style, and location only.

3. Refine conceptual floor plan as required to convey interior concepts.
4. Meeting: Meet to review Interior finish materials palettes and received feedback. It is assumed that one (1) palette will be selected for refinement in next phase.
5. Issue 100% Schematic Design documents for Client review.
6. Upon Client approval of Schematic Design documents, send to cost estimator for refinement of initial cost estimate. Mackenzie will review and update soft costs as appropriate.
 - A. Prepare one (1) preliminary jurisdictional fee estimate, using the 100% Schematic Design set as the basis for the fee estimate.
7. Meeting (virtual): Meet with Client to review updated project cost summary and Client comments.
 - A. Should it be necessary as an additional service, Mackenzie and the cost estimator will work closely with the Client in a value engineering effort to refine the design to conform to the Client's budget considering building systems, materials, constructability, schedule, construction access, and any other elements that will affect construction quality, cost, schedule, and durability.
8. Meeting: Project principal, project manager, and project architect will attend City Council meeting to review project status.
9. Obtain written approval from Client to proceed with Design Development and Land Use Review.

Deliverables

1. Schematic Design Set to include the following:
 - A. Cover/title sheet.
 - B. Civil/Landscape Drawings.
 - I. Site Plan.
 - II. Grading Plan.
 - III. Utility Plan.
 - IV. Landscape Plan.
 - C. Architecture/Interior Design Drawings.
 - I. Floor Plans.
 - II. Code study/compliance plans.
 - III. Roof plans.
 - IV. General Finish plans.
 - V. Generic furniture reference plans.
 - VI. Reflected ceiling plans.
 - VII. Exterior elevations.
 - VIII. Building sections.
 - IX. Preliminary floor, wall, ceiling, and roof assemblies.
 - D. Other documents.
 - I. Preliminary Drainage Report.
 - II. Outline specification.
 - III. Jurisdictional fee estimate.
 - IV. Structural PDF markups of Architectural drawings depicting primary structural systems.
2. Project total cost estimate.
3. See consultant proposals for deliverables.

Design Development

Time Duration: 12 weeks

Provide Design Development documents based on approved Schematic Design documents. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations, and typical construction/finish details, and may include interior equipment and/or furniture layouts.

Design Development shall include:

1. Meeting(s): Coordinate and attend up to ten (10) progress and coordination meetings with the Client. At these meetings, we will review overall progress of the design and other action items, including milestone reviews of the Construction Document set as it is developed. Mackenzie disciplines will attend these meetings as follows:
 - A. Project Manager: Ten (10) total meetings, seven (7) virtual.
 - B. Architectural: Ten (10) total meetings, seven (7) virtual.
 - C. Interiors: Four (4) total meetings, three (3) virtual.
 - D. MEP: See attached consultant proposal (Attachment B).
2. Develop preliminary building code analysis to establish type of construction, use, occupancy, required separations, existing, preliminary fire/life/safety review, vertical circulation, shaft, and plumbing criteria.
3. Interior design concepts will be refined from the approved schematic design documents to include informal sketches to convey interior/architectural design elements of floors, ceilings, and walls related to application of finishes and specialty casework at public area.
4. Refine approved interior finish material palettes for all areas, including lighting concepts.
5. Issue Design Development Documents for Client to review.
6. Concurrent with Client review, send documents to cost estimator for refinement of initial cost estimate. Mackenzie will review and update soft costs as appropriate.
 - A. Prepare one (1) preliminary jurisdictional fee estimate using the 100% Design Development set as the basis for the fee estimate.
7. Meeting (virtual): Meet with Client to review updated project cost summary and Client comments.
 - A. Should it be necessary as an additional service, Mackenzie and the cost estimator will work closely with the Client in a value engineering effort to refine the design to conform to the Client's budget considering building systems, materials, constructability, schedule, construction access, and any other elements that will affect construction quality, cost, schedule, and durability.
8. Meeting: Project principal, project manager, and project architect will attend City Council meeting to review project status.
9. Obtain written approval from Client to proceed with Construction Documents.

Deliverables

1. Design Development Set to include the drawings identified in the 100% schematic design set, further developed, plus those listed below:
 - A. Civil/Landscape Drawings.
 - I. Erosion Control 1200-C Plans.
 - II. Civil Details Sheet(s).
 - III. Planting Plan.
 - IV. Design/Build Irrigation Plan.
 - B. Architecture/Interior Design Drawings.

- I. Slab plans.
- II. Exterior and interior architectural details.
- III. Design for Stairs including sections and details (stair construction to be design build by CM/GC).
- IV. Enlarged plans.
- V. Interior finish details and schedules.
- VI. Interior elevations.
- VII. Casework plans and elevations.
- VIII. Window, door, and hardware schedules.
- IX. Interior furniture layouts (if additional services are approved).
- C. Structural Drawings.
 - I. General Notes.
 - II. Foundation and Framing Plans.
 - III. Structural Details.
- D. Other documents.
 - I. Specifications.
 - II. Updated jurisdictional fee estimate.
 - III. Preliminary Drainage Report.
2. See consultant proposals for deliverables.

Land Use Review

Time Duration: 16 to 18 weeks

Provide land use review services based on approved Design Development documents. This phase will run concurrent with construction documents.

1. Review development standards and coordinate with design team.
2. Prepare, submit for, and attend Pre-Application Meeting with Authority Having Jurisdiction (AHJ).
3. Coordinate with Client and consultants to identify and prepare/assemble land use application and supporting documents as required by City of Umatilla Zoning Ordinance.
4. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the design intent in accordance with City of Umatilla Zoning Ordinance.
5. Review materials including Design Development drawings and other materials necessary to describe the design intent in accordance with City of Umatilla Zoning Ordinance.
6. Compile materials for Conditional Use Permit, Site Review, and Replat application:
 - A. Application Form.
 - B. Application Fee (by Client).
 - C. Proof of ownership (deed) (by Client).
 - D. Burden of proof narrative.
 - E. Schematic Design drawings and exterior lighting diagram.
 - F. Vicinity Map.
 - G. Preliminary Stormwater Report.
 - H. Preliminary replat diagram (by Client's surveyor).
 - I. Trip Generation Letter (Umatilla Zoning Ordinance 10-11-10).
7. Submit narrative and required supporting materials to City.
8. Monitor application through completeness review (no more than 30 days per Oregon law).

9. If application is deemed incomplete, prepare completeness response letter, revise land use narrative and plans if needed, and provide additional and/or revised materials for up to one (1) response. Assumes completeness response can be prepared (including any items from Client) within three (3) weeks of receipt of incomplete notice.
10. Review draft Conditional Use Permit, Site Review, and Replat staff report (if available) with Client and provide recommendations to address potential issues and conditions of approval.
11. Prepare for and attend one (1) Conditional Use Permit, Site Review, and Replat virtual hearing with Umatilla Planning Commission. Present the project on behalf of Client. No continuances and/or appeals included at this time.
12. Monitor appeal period.
13. Review final decision with Client.
14. Review details of the decision and conditions of approval with the design team for incorporation into permit drawings.
15. Provide replat decision to Client's surveyor. Client's surveyor and attorney will prepare final plat for Client and City review, then recording at Umatilla County.

Deliverables

1. Burden of proof application, including supporting documents noted above, submitted for Conditional Use Permit, Site Review, and Replat decision by City.
2. If deemed incomplete, completeness response package described above.

Construction Documents

Time Duration: 16 weeks

Provide Construction Documents based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project.

1. Meeting(s): Coordinate and attend up to six (6) progress and coordination meetings with the Client. At these meetings, we will review overall progress of the design and other action items, including milestone reviews of the Construction Document set as it is developed. Mackenzie disciplines will attend these meetings as follows:
 - A. Project Manager: Six (6) total meetings, five (5) virtual.
 - B. Architectural: Six (6) total meetings, five (5) virtual.
 - C. Interiors: Three (3) total meetings, two (2) virtual.
 - D. MEP: See attached consultant proposal (Attachment B).
2. Provide Construction Documents consisting of drawings and specifications, architectural site plan, landscape, civil, architectural, interiors, and structural plans and details.
3. Update and finalize building code analysis and incorporate into Construction Documents.
4. Issue 90% Construction Documents for Client to review.
5. Concurrent with Client review, send 90% CDs to cost estimator for refinement of DD cost estimate. Mackenzie will review and update soft costs as appropriate.
6. Meeting (virtual): Meet with Client to review updated project cost summary and Client comments.
 - A. Should it be necessary and as an additional service, Mackenzie and the cost estimator will work closely with the Client in a value engineering effort to refine the design to conform to the Client's budget considering building systems, materials, constructability, schedule, construction access and any other elements that will affect construction quality, cost, schedule, and durability.
7. Obtain written approval from Client to submit for permit.

Deliverables

1. Construction Documents Set to include the drawings identified in the 100% design development set, further developed, plus those listed below:
 - A. Civil/Landscape Drawings.
 - I. Existing Conditions Plan.
 - II. Demolition Plan.
 - B. Architecture/Interior Design Drawings.
 - I. Listed UL details and assemblies.
 - C. Structural Drawings.
 - I. General Notes and Special Inspections.
 - II. Foundation and Framing Plans.
 - III. Structural Details.
 - D. Other documents.
 - I. Specifications.
 - II. Structural engineering calculations.
 - III. Final Drainage Report.
2. Updated jurisdictional fee estimate.
3. See consultant proposals for deliverables.

Permitting Assistance

Time Duration: 8 weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving (to the extent defined below) plan review comments for the following permits:

- A. Building permit
- B. Mechanical permit
- C. Plumbing permit
- D. Electrical permit
- E. Oregon Department of Transportation Access Permit
- F. Oregon Department of Environmental Quality 1200-C permit
- G. Demolition permit for existing police station

Note that the project may also require other permits, including fire system permit, sign permit, generator permit, solar permit, etc.; Mackenzie's Scope does not include assistance with these permits. Client understands it is their sole responsibility to ensure all required permits are properly obtained from appropriate agencies.

1. Calculate project cost and estimate permit intake fees using State of Oregon-prescribed formula and current project assumptions.
2. Prepare permit applications and associated forms for the permits listed above.
3. On required forms for the permits listed above, include information needed to reflect SDC/impact fee credits from demolition permit for existing station.
4. Submit permit applications listed above to City of Umatilla and state agencies as applicable using electronic submittal processes.
5. Monitor City and state agency plan check comments bi-weekly and distribute them to Client, design team, and/or consultants. Provide updates to Client. Assumes 16 hours.
6. Update plans/respond to one (1) round of plan check comments electronically.

7. Notify Client of approval of each listed permit when confirmed by the City.
8. Coordinate payment from Client and arrange for Client or Client's Agent/GC to pick up permits at the City.

Deliverables

1. Permit application forms and submittal copies.
2. Letter(s) detailing compliance with preliminary conditions of approval for use in the final review/building permit approval process.
3. Written correspondence responding to up one (1) round of checksheets/plan review comments.
4. Bi-weekly email updates to Client detailing current permit status.
5. Updated permit Construction Documents for re-submittal to permit agency(s) for formal approval.

Bid Assistance

Time Duration: 6 weeks

Mackenzie will assist the Client in obtaining competitive bids for the construction of the work as follows:

1. Review Client requirements for inclusion in bid documents including Geotechnical report, ALTA Survey, Hazardous Materials Survey/Report, and Phasing Plan.
2. Review general conditions prepared by Client.
3. Issue Bid Documents consisting of bidding requirements, proposed contract forms, general conditions, supplementary conditions, drawings, and specifications to General Contractors for bidding.
4. Consider Substitution Requests, properly submitted as allowed by the Contract Documents, and include any approved Substitution Requests in addenda. (20 total estimated.)
5. Project manager will attend pre-bid meeting at Umatilla Police Station.
6. Prepare Pre-Bid meeting minutes and issue to all attendees.
7. Respond to written questions from General Contractors and those specifically discussed in formal Pre-Bid meeting during the bid period via addenda as appropriate to address clarifications to bid documents prepared by Mackenzie and/or our consultants.
8. Respond to written questions from General Contractors during the bid period via addenda as appropriate to address clarifications and/or revisions to portions of the bid documents prepared by Client and/or Client's separate consultants. (Client and/or Client's Consultants to include revisions to their documents and addenda verbiage for Mackenzie to include and issue formally via addendum.)
9. Receive and log General Contractor's sealed bids.
10. Open and review sealed bids with Client to evaluate conformance with bid criteria. Architect will document and distribute bid results to General Contractor bidders upon Client's written approval to do so.

Deliverables

1. Stamped and signed bid drawings, 30"x42" PDF.
2. Specifications and general conditions, 8.5"x11" PDF.
3. Addenda as described above.

Construction Contract Administration

Time Duration: 52 weeks

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Meeting: Mackenzie project manager, architect, and civil engineer will attend pre-construction meeting virtually.
2. Meeting(s): Attend weekly OAC meeting virtually, 52 total.
3. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows:
 - A. Architect for up to 17 hours a week for 52 weeks.
 - B. Interior Designer for up to 5 hours a week for 52 weeks
 - C. Structural engineer for up to 6 hours a week for 26 weeks.
 - D. Civil engineer for up to 2 hours a week for 26 weeks.
 - E. Landscape architect for up to 2 hours a week for 26 weeks.
4. Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Architect to attend up to 12 job site visits monthly.
 - B. Structural engineer to attend up to 3 job site visits as required by code.
 - C. Civil engineer to attend 1 job site visit.
5. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section.
6. Keep a project log for items such as addenda, substitution requests, COPs, and change orders.
 - A. RFIs and submittals will be logged using contractors' online software such as Procore.
7. Process and review monthly properly prepared applications for payment from the General Contractor.
8. Architect and civil engineer will conduct a punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, and prepare and issue a Certificate of Substantial Completion.
9. Architect will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
10. Structural engineer to prepare and issue a final summary letter based on our previous structural observations and the special inspections.
11. Process and review project close-out materials up to one (1) round of review and comment.
12. Provide record contract documents based on formally issued modifications to the contract documents.
 - A. Incorporation of contractor markups is not included and will be negotiated as additional service.
13. Upon request of the Client, prior to the expiration of one (1) year from the date of Substantial Completion, the architect will meet with the Client at project site to review facility performance and operations.

Deliverables

1. Monthly project visit observation reports.
2. Structural observation reports and summary letter.
3. Processed submittals.
4. Supplemental drawings for clarification to Contract Documents (ASI).
5. Supplemental drawings for revisions to the Contract Documents (PR, CCD) (excluding City requested changes).
6. Certified contractor applications for payment.
7. Certificate of Substantial Completion.
8. Punch list.
9. Processed close-out materials.
10. Record documents (drawings and specifications) in PDF format.

OPTIONAL DESIGN SERVICES

Mackenzie can provide the following Optional Design Services per the detailed descriptions below and fees outlined in fee summary. These services can be completed by others if Mackenzie isn't hired for these services.

1. **Furniture Planning and Coordination** – Furniture Selection services to be provided in Design Development and Bidding Phase. Services to include the following:
 - A. Design Development:
 - I. Meet with the Client to confirm furniture needs and design requirements.
 - II. Coordinate and participate in three (3) furniture vendor tours.
 - III. Coordinate with the Client to select two (2) furniture vendors for bidding or pricing exercise.
 - IV. Provide preliminary furniture plan to Client for review, including options for workstation layouts.
 - V. Provide two (2) revisions to preliminary furniture plan incorporating Client comments.
 - B. Bid Package:
 - I. Provide typical enlarged office layout and typical enlarged open office workstation layout.
 - II. Provide specification information on two (2) vendor product lines as previously selected.
 - III. Meet with Client to confirm furniture selections for bid package.
 - IV. Compile and submit bid packages to two (2) selected furniture vendors detailing furniture manufacturers, styles, and finishes.
 - V. Respond to furniture vendor questions during bidding process.
 - VI. Meet with the Client to review bids and facilitate selection of final vendor Implementation.
 - VII. Assist the Client with awarding of furniture contracts and project scheduling.
 - VIII. Provide recommended choices for ancillary furniture at conference rooms, break rooms, collaboration areas, and lobby.
 - IX. Finalize all styles and finishes with Client and vendor.
 - X. Respond to selected vendor questions during order process and final detailing of installation plans.
 - XI. Attend final furniture punch list walk-through with the Client and vendor. Punch list will be created by and managed by vendor.
 - C. Assumptions
 - I. Field verification and documentation of existing furniture is not required or will be provided by the furniture vendor.
 - II. Final furniture specifications and installation documents will be developed and provided by vendor.
 - III. Furniture purchase will be negotiated by the Client with a single furniture vendor.
 - IV. Vendor will be responsible for punch list.
 - V. Furniture vendor may charge additional design and coordination fees, not related to Mackenzie's scope of work.
2. **Signage and Wayfinding** – Signage and wayfinding services to be provided in Design Development, Construction Documents, and Construction Contract Administration, and include the following:
 - A. Meet with Owner to confirm signage and wayfinding requirements.
 - B. Develop signage type drawings for each room type (i.e., Office, Conference, miscellaneous building services, etc.).
 - C. Develop signage specifications, signage location plan and signage schedule.
 - D. Up to four (4) coordination meetings (virtual) with selected signage fabricator.
3. **Facility Tours** – See optional service outlined in programming phase for facility tours.

FEE SUMMARY

Our fees for the disciplines, associated billing numbers, and related design services described above are as outlined below:

Discipline/ Phase:	Fixed Fee					Hourly Estimate			SUBTOTAL:
	PD AND CONCEPT (.01)	SD (.02)	DD (.03)	LUR (.04)	CD (.05)	Permit (.06)	Bid (.07)	CCA (.08)	
Basic Services:	\$122,500	\$179,250	\$246,700	\$41,900	\$315,250	\$37,500	\$18,000	\$298,850	\$1,259,950
Furniture Planning (Optional):			\$6,000		\$10,000		\$2,000		\$18,000
Signage and Wayfinding (Optional):			\$5,000		\$8,000			\$1,500	\$14,500
Precedent Facility Tours (Optional):	\$3,200								\$3,200
ESTIMATED TOTAL:	\$125,700	\$179,250	\$257,700	\$41,900	\$333,250	\$37,500	\$20,000	\$300,350	\$1,295,650

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
 - 1.a.i. Client's geotechnical engineer shall provide paving recommendations and related paving specifications.

1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Client, Client's attorney, and/or Client's surveyor.

1.b. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.

2. Scope of Service Acknowledgements

2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases. If project is paused for funding fee impacts will be evaluated.

2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.

2.c. As noted in the Basis of Design, we have assumed an estimated construction value of \$5,250,000. Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.

2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.

2.e. All meetings will occur virtually, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

3. Existing Conditions

3.a. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.

- 3.b. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification, and other such parameters affecting design, construction documents, and permitting.

4. Client and Jurisdiction Approvals

- 4.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
- 4.b. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the land use application(s) in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.

5. Standard Design Items

- 5.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

6. Unique Design Services

- 6.a. The Client will not be pursuing sustainability certification for the project (i.e. LEED, Green Globes, WELL, etc.).

7. Construction and Client's Contractor Services

- 7.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents.
- 7.b. Client's General Contractor will provide fire suppression/fire alarm systems and landscape irrigation on a design-build basis.

8. Graphics/BIM

- 8.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 8.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

9. Expenses/Billing

9.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

10. Mackenzie Consultant Services

10.a. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.
- 1.d. Hazardous materials mitigation design.
- 1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.e. Formal Building code interpretation requests and/or appeals.
- 2.f. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).
- 2.g. Right-of-way vacation services.
- 2.h. Traffic impact analysis.

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional

Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Other Design Disciplines

- 4.a. Acoustical engineering design and/or services.

5. Unique Design Services

- 5.a. Off-site improvements (such as roads, half street improvements, and utilities).
- 5.b. Special foundation systems beyond conventional spread foundations which exclude and are not limited to provisions for liquefaction, such as foundation ties or grade beams.
- 5.c. Floor vibration analysis and design for footfall impact.
- 5.d. Vibration analysis and design. (Equipment and/or sources other than footfall impact.)
- 5.e. Design of seismic bracing, anchorage, or support for equipment or racking systems.
- 5.f. Graphics and/or signage design, permitting, and related coordination. – Optional Service
- 5.g. Furniture selection, specifications, requirements, and all related coordination. – Optional Service
- 5.h. Sustainability Certification Services.
- 5.i. Franchise utility design or coordination.

6. Construction Process

- 6.a. Evaluate and act on post-bid substitution requests.
- 6.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 6.c. Review of contractor proposed change order proposal (COP) pricing.
- 6.d. Materials testing/special inspections.
- 6.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 6.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

7. Graphics/BIM

- 7.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 7.b. Marketing materials.
- 7.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 7.d. No formal BIM Execution Plan will be provided. Nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.
- 7.e. Use of CAD Drawings or BIM models by any parties other than the design team.

8. Expenses/Billing

- 8.a. Reimbursable expenses.
- 8.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 8.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
- 8.d. Consultant fees for traffic counts.

City of Umatilla
Umatilla Police Station
Project Number 2220303.01-.08
October 20, 2022 (Revised October 24, 2022)
Page 18

It is our understanding the project will start in November 2022. If the proposal is agreeable to you, we will attach to City Agreement for Professional Services for your review and approval. Please note that this proposal is valid for two (2) months.

We look forward to working with City of Umatilla on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Jeff Humphreys
Principal

- Enclosure(s): Attachment A – Site plan
Attachment B – Interface Engineering proposal dated October 18, 2022
Attachment C – Construction Focus, Inc. proposal dated October 19, 2022
Attachment D – Hourly Billing Rate Schedule
Attachment E – Reimbursable Rates Schedule

c: David Linton – Mackenzie




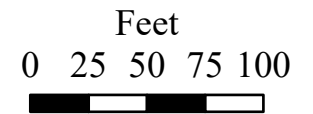
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

POLICE DEPARTMENT RFP

Attachment A - Project Location and Site Map

Legend

-  Subject Properties
-  Tax Lots



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 8/24/2022



Interface Engineering
 100 SW Main Street, Suite 1600
 Portland, OR 97204
 TEL 503.382.2266
www.interfaceengineering.com

October 18, 2022

David Linton
 Mackenzie
 1515 SE Water Avenue, Suite 100
 Portland, OR 97214

Re: Umatilla Police Department New Station
 Professional Services Proposal

Dear David:

Thank you for the opportunity to provide you with our proposal for the Umatilla Police Department station project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Umatilla, Oregon

Project Location

300 block of Sixth Street, Umatilla, OR

Project Description

New two-story, 10,000 square foot police facility.

Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

INFORMATION SOURCE

- Based on RFP & emails from David Linton and Jeff Humphreys.
- Based on conversations with David Linton.

ASSUMPTIONS

Based on our conversation and information received, we understand that this project:

- Will have a single bid/construction packet.
- Will have a single document/construction phase.
- Project will be developed as a Revit model.
- Project Funding: We have assumed and understand that funding for this project has not been secured and that a bond measure will have to be passed to fund the entire project. Fees are provided as though there will be no pause in design or prior to construction.



PROJECT SCHEDULE

- Design: From November 2022 to November 2023.
- Construction: From February 2024 to April 2025.

Note: Dates listed above are approximate based on information provided. However, substantial changes to the schedule above, and start/stops to project progress may result in additional services and fees.

MEETINGS AND DESIGN SITE VISITS

- Meetings with design team, Owner representative, and construction team during design and documentation for coordination, as required. Conference and video calls as required.

DESIGN SUBMITTALS

- No submittals during Conceptual Design phase expected.
- Schematic Design (Basis of Design Narrative, MEP Concept Sketches, and MEP cutsheets for major equipment as required)
- Design Development (DD Drawings, Preliminary Specifications)
- 50 Percent Construction Documents, (CD Drawings and Specifications)
- 90 Percent Construction Documents/Permit (CD Drawings, Specifications and Code Forms)
- Final Construction Documents (CD Drawings and Specifications)

CONSTRUCTION COSTS

Based on information received, we have assumed the following preliminary estimate:

- Total Construction Cost: \$7,500,000

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.

Mechanical Engineering Services

Heating, Ventilating, and Air Conditioning Systems

1. Air conditioning and heating systems design with Variable Refrigerant Flow (VRF) systems.
2. Space heating and ventilation design for areas not requiring air conditioning. Ventilation provided using energy recovery ventilators (ERV's) for high ventilation spaces and spaces served by VRF.
3. Building exhaust systems design.
4. Performance specifications for temperature control or building energy management system.
5. Heating and cooling load calculations.
6. State Energy Code calculations for building mechanical systems.
7. State Energy Code calculations for building envelope compliance utilizing envelope tradeoff software or equivalent.



Plumbing Systems

1. Sanitary drainage, vent, domestic water, storm water, and natural gas piping design from 5 feet outside building.
2. Plumbing fixture specifications.
3. Design for connection of Owner-provided equipment and appliances based on information provided by other consultants.

Mechanical Demolition

1. Demolition drawings will be provided in a schematic format only with demolition notes. We will review available drawings and observe existing conditions to note major demolition items and areas.

Electrical Engineering Services

Electrical Utilities Coordination

1. Power Utility: Site raceway system, vault/pedestal locations and sizes, revenue meter location/requirements, transformer pad location(s), and available fault current.

Building Power Distribution

1. Building power distribution design.
2. Design for connection of Owner's equipment based on Owner-provided load information.
3. Design emergency power distribution system for emergency loads such as egress lighting utilizing engine generator, central battery inverter, and/or unit battery equipment as the backup source.
4. Design for connection to interior and exterior signage based on information provided by others.
5. Design for connection of mechanical, lighting, and fire/life safety systems.
6. Photovoltaic Design:
 - a. Performance specifications for photovoltaic system to meet 1.5% Green Energy Technology (GET) requirement.
 - b. Coordination with code officials and local utility.
 - c. Coordination with Energy Trust of Oregon (ETO), if eligible, for potential incentives.
 - d. System layout drawings. The system layout drawings will include the following:
 - 1) Layout of photovoltaic array.
 - 2) Location of inverters.
 - 3) Connection to building electrical distribution system.
 - e. Life-cycle-cost analysis is not included.
7. State Energy Code lighting compliance calculations. Includes calculation for final layout only.
8. Egress lighting design and illuminated exit sign placement design per OSSC requirements, based on a complete and comprehensive egress plan provided by Architect, indicating occupant load calculations and designated egress paths and exit sign locations.



Electrical Engineering Studies

1. Preliminary selective coordination analysis for essential branches of the emergency system. Final study to be performed by others.
2. Preliminary fault current analysis. Final fault current and arc flash study to be performed by others.

Lighting Design Services

1. Building interior and exterior lighting design:
 - a. Luminaire schedule.
 - b. Luminaire cut sheets of proposed luminaires.
 - c. Layout of luminaires.
 - d. Coordination with architectural reflected ceiling plan.
 - e. Control of lighting system.
2. Site lighting with point-by-point photometric. Based on two submittals.
3. Landscape lighting design to be provided by landscape designer. Landscape designer to provide cutsheets of luminaires only, all photometrics and layout of landscape lighting included.

Fire/Life Safety Engineering Services

Fire Protection Sprinkler Services

1. Performance specifications only based on the following. No drawings are included in this approach.
 - a. State and local code requirements.
 - b. Owner standards/project requirements. An information request will be provided to confirm Owner requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.
3. Preliminary sizing of fire main service and coordination with civil engineer. Incoming fire main location shown on plumbing drawings.
4. Riser location and room size estimate.
5. State fire code fire flow calculation.
6. Review of adequacy of water supply for fire protection.



Fire Detection and Alarm Services

1. Performance specification only based on the following. No device drawings.
 - a. State and local code requirements.
 - b. Owner standards/project requirements. An information request will be provided to confirm Owner requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.

Information and Communications Technology (ICT) Systems Design (Provided by Reyes Engineering)

1. Telecommunications: Site pathway system, vault locations, and demarcation points.
 - a. Customer Owned Outside Plant (CO-OSP).
 - b. Coordination with Dry Utilities consultant for service providers.
2. Telecommunications System Design:
 - a. Layout of device outlet locations on drawings.
 - b. Rack sizing, specification, and layout.
 - c. Backbone cabling design of distribution cabling and connecting hardware.
 - d. Horizontal cabling design of distribution cabling and connecting hardware.
 - e. Spaces: Including locations, sizing and layout of telecommunications rooms (TR's).
 - f. Pathways: Cabling support system including conduit, sleeves, cable runways, basket trays, and J-hooks.
 - g. Grounding and bonding system for telecommunications.
 - h. Single Line Diagrams (SLD's).
 - i. Technical specifications.
3. Security Systems:
 - a. Electronic access control entry system.
 - 1) Emergency lockdown/lockout system.
 - b. Intrusion detection.
 - c. Video surveillance system using IP or analog video and digital recording.
 - d. Layout of devices on drawings.
 - e. Single Line Diagrams (SLD's).
 - f. Details
 - g. Technical specifications.
4. Audiovisual (AV) Systems Design:
 - a. Infrastructure and distribution required to route audio and video signals to projection and display systems within each required space.
 - b. Equipment racks, within rooms, podiums, and presentation spaces.
 - c. Projector locations.
 - d. AV floor box locations and outlets.
 - e. Speaker locations.
 - f. Amplification and sound reinforcement equipment.



- g. Assisted Listening System (ALS) FPN: (Code Triggers).
- h. Systems control integration.
- i. Video conferencing systems.
- j. Layout of devices on drawings.
- k. Single Line Diagrams (SLD's).
- l. Technical specifications.

CONSTRUCTION ADMINISTRATION AND BIDDING/NEGOTIATIONS

1. Answer questions during bidding phase.
2. Issue addenda as may be required under the original design scope during the bidding phase.
3. Two reviews of the submittals for each Division are included; additional reviews will be billed at our hourly rates with prior written approval. Fee is based on submittals being provided per Interface standard specifications.
4. Answer RFIs, DCVRs, and construction questions.
5. Construction observation site visits:
 - a. Up to two site visits (includes final punch) during construction for HVAC and plumbing, including fire sprinkler.
 - b. Up to two site visits (includes final punch) during construction for electrical including lighting and fire alarm.
 - c. Up to two telecommunications system site visits, including security and A/V systems, during construction (includes final punch).
6. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
7. Review of change order costs initiated by others is not included.
8. Preparation of construction record drawings from contractor's field drawings.

EXCLUSIONS AND CLARIFICATIONS

1. It is assumed that final bidding of the project will not be done until receipt of permit and issuance of 100 Percent CD. Bidding prior to the completion of the documents is done at the Owner's risk.
2. Substantial cost reduction requiring redesign after 100% Design Development is not included.
3. Redesign work associated with substantial floor plan changes after 100% Design Development is not included.
4. Changes to the MEP design related to change orders initiated by others, supply chain issues, ASIs, and/or value engineering are not included.
5. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
6. Life cycle cost analysis for mechanical/electrical systems are not included.
7. Attendance at prebid and preconstruction meetings is not included.
8. Shop drawings, fabrication drawings, and construction coordination drawings are not included.
9. Structural calculations for the seismic restraint and anchorage of equipment are not included.



10. Design of building footing drainage and/or sub-slab groundwater drainage will be performed by others.
11. Radon system design is not included unless proposed and accepted.
12. Waterproofing details/requirements for building components by others are not included.
13. Acoustical analysis, design of noise attenuation requirements, and special vibration isolation requirements for mechanical systems will be performed by others. We will include modifications to our systems per your acoustical consultants' recommendations within our base fee.
14. Determination/interpretation of egress lighting paths with local officials is not included (based on egress plan as provided by Architect.
15. Work associated with public street lighting or power design is not included unless proposed and accepted.
16. Commissioning of systems is not included unless proposed and accepted.
17. Commissioning participation unless proposed and accepted.
18. Lightning protection system design is not included unless proposed and accepted.
19. Project related services associated with LEED and/or other third-party Green Building Certification.
20. Project related services associated with utility incentives, including energy modeling for custom track incentives, charrettes and incentive documentation are not included unless proposed and accepted.

FEE

Phase	Mechanical Engineering	Electrical Engineering	Fire Life Safety	ICT Design	Phase Totals
Schematic Design	\$13,400	\$8,000	\$1,300	\$2,500	\$25,200
Design Development	\$18,900	\$12,300	\$2,900	\$7,700	\$41,800
Construction Documents	\$32,300	\$21,000	\$3,300	\$15,600	\$72,200
Discipline Totals	\$64,600	\$41,300	\$7,500	\$25,800	\$139,200

Fixed Fee: \$139,200

Phase	Mechanical Engineering	Electrical Engineering	Fire Life Safety	ICT Design	Phase Totals
Bid/Negotiation and Permit	\$5,100	\$2,800	\$0	\$0	\$7,900
Construction Administration	\$23,600	\$14,100	\$5,200	\$7,200	\$50,100
Discipline Totals	\$28,700	\$16,900	\$5,200	\$7,200	\$58,000

Hourly to a Maximum Fee: \$58,000

*Plus reimbursable expenses noted below.



PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations over 20 miles, parking, shipping, and messenger services.

Fixed Fee: \$2,500

~~We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.~~

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2022) are:

Senior Principal:	\$250/Hour
Principal:	\$230/Hour
Associate Principal:	\$210/Hour
Associate/Project Manager:	\$190/Hour
Senior Engineer/Designer:	\$170/Hour
Engineer/Designer:	\$150/Hour
Revit Designer/Drafter:	\$120/Hour
Administrative:	\$100/Hour

*Annual rate changes are expected to be 4% per year.

DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder.

~~Client agrees that Interface is not responsible for the design and will indemnify and hold harmless~~



~~Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.~~

~~Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.~~

~~Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind Mackenzie. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.~~

If you have any questions, please contact this office.

Sincerely,

Steve Dacus, PE, LEED AP
Principal

SED:sd

Enclosures: Standard Provisions

COMPANY: Mackenzie

~~CONTACT: _____
David Linton, Assistant Head of Structural Engineering Date~~

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Interface Engineering
 100 SW Main Street, Suite 1600
 Portland, OR 97204
 TEL 503.382.2266
www.interfaceengineering.com

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. **Standard of Care:** The services provided by Interface Engineering, Inc. (Interface) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Interface makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.
2. **Indemnity:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Interface, its officers, directors, employees, agents and subconsultants from and against all damages, liability and costs, including reasonable attorneys' fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with the performance of Client and Interface pursuant to this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Interface.
3. **Non-Responsibility:** Interface shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond Interface's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Interface's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of Interface's services.
4. **Client Information:** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine Interface's submissions; and respond promptly to Interface; and give prompt written notice to Interface whenever Client observes or otherwise becomes aware of any defect in the work. Interface has a right to rely on the accuracy and completeness of information provided by Client.
5. **Payment:** Fees and reimbursable expenses will be billed monthly as services are performed. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of receipt of invoice. Delinquent invoices shall bear interest at the rate of 1.5 percent per month (but not exceeding the maximum amount allowable by law) until paid. Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services. Payments received shall be first applied to interest and then to the unpaid principal balance. Client shall pay Interface's reasonable costs, including staff time, attorneys' fees and costs, incurred in collecting any delinquent amount regardless of whether litigation or arbitration has been filed.
6. **Fees:** Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils and engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, document reproduction costs, and other charges not specifically covered by the terms of this Agreement. Any such fees paid by Interface on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.

7. Site Control: Interface and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client agrees that its contractor shall be solely responsible for job site safety, means and methods, and warrants that this intent shall be made evident in Client's agreement with its contractor. Client also agrees that Client, Interface, and Interface's consultants shall be indemnified and shall be made additional insureds under the Contractor's General Liability Insurance Policy and Builder's Risk Policy.
8. Document Ownership: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by Interface as instruments of service shall remain the property of Interface. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification to the documents, without the prior written authorization of Interface shall be at Client's sole risk and without liability to Interface, its independent professional associates or consultants. Client agrees to the fullest extent permitted by law, to indemnify, defend, and hold Interface harmless from any claim, cause of action, liability or cost (including reasonable attorneys' fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without Interface's written authorization.
9. Cost Estimates: In providing opinions of probable construction costs, Client understands that Interface has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by Interface are to be made on the basis of Interface's qualifications and experience. Interface makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.
10. Hazardous Materials: Client acknowledges that Interface's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Interface, or any other party, encounters these materials at a job site, or it should become known that any such materials may be present at a job site or in adjacent areas which may affect Interface's performance of services, Interface may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Interface, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of, or in any way connected with the detection, presence or handling, removing, abatement, or disposal of any asbestos, hazardous or toxic substances, products and materials that exist on, about, or adjacent to the job site.
11. Termination - Suspension: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Interface to suspend performance of services until such delinquency is cured or, so long as such delinquency persists, Interface may terminate this Agreement upon five days' written notice without liability. This Agreement may otherwise be terminated by either party upon 30 days' written notice to the other in the event of a material breach by the other. In the event that Client becomes bankrupt or insolvent, Interface may terminate this contract without liability for direct, consequential or any other type of damages. In

- the event of termination of this Agreement, Client shall promptly pay Interface for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this agreement.
12. Third-Party Beneficiary: Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of any third party against, either Client or Interface. Interface's services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against Interface because of this Agreement or the performance or non-performance of services hereunder.
 13. Mediation: Should any dispute arise between Client and Interface under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the parties, prior to commencement of litigation. Mediation will be conducted in Portland, OR. Both parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.
 14. Oregon Law: This Agreement is to be governed by and interpreted under the law of the state of Oregon. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.
 15. Assignment: Neither Client nor Interface shall assign its interest in this Agreement without the prior written consent of the other.
 16. Warranties: Interface has made no warranties or guaranties except as expressly written within the Agreement.
 17. ADA and Regulatory Compliance: The American with Disabilities Act ("ADA") requires the removal of architectural barriers. Client acknowledges that requirements of the ADA will be subject to various, and possibly contradictory, interpretations. Client also acknowledges that other laws, codes, rules, ordinances, and regulations may also be subject to contradictory interpretation. Interface will use reasonable professional efforts and judgment to interpret typical ADA requirements, and other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Interface cannot and does not warrant or guarantee that Client's project will comply with all interpretations of the ADA requirements, and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Client agrees that Interface is not obligated for additional costs incurred due to changed interpretations, providing Interface used reasonable professional effort and judgment.
 18. Integration: This Agreement contains the entire Agreement between Client and Interface, and no other oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.
 19. Waiver: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
 20. LIMITATION OF LIABILITY. Professional and Nonprofessional Liability: To the maximum extent permitted by law, and in recognition of the risks and rewards to Client and Interface, Client agrees to limit Interface's liability for Client's damages arising from Interface's errors and omissions associated with work performed under this Agreement to Interface's fee. As to all non-professional liability claims, Client Agrees to limit Interface's liability to Interface's available insurance. These limitations shall apply regardless of the cause of action or legal theory pleaded or asserted, including, but not limited to negligence, breach of contract, negligent misrepresentation and strict liability. Client may negotiate higher limitations of liability for an additional fee.
 21. Limitation of Liability - Consequential Damages: Neither Interface nor Interface's directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential, or exemplary damages arising out of, or in connection with, the

- performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation, reckless misrepresentation, or otherwise.
- 22. Statutes of Limitation: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes of limitations commence to run any later than the date when Interface's services are substantially completed.
 - 23. LEED: If the project pursues LEED certification or other similar guidelines, the following applies: The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilizes certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, Interface shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the same profession involved in the design of similar projects in the same locale as the Project. Client acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of Interface including, but not limited to, Client's use and operation of the completed project. Interface does not warrant or represent that the Project will actually achieve LEED certification. Interface shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Interface shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by Client without the direct participation and written approval of Interface. Likewise, Interface shall not be responsible for any environmental or energy issue arising out of Client's use and operation of the completed project.

Client Initials



October 19, 2022

Jeff Humphreys
RiverEast Center
1515 SE Water Avenue, Suite 100
Portland, Oregon 97214

Cost Estimating Fee Proposal, Revision #1

Project Name: City of Umatilla Police Station

Project Description:

- This work consists of a new Police Station and Site Improvements
- The building will be a 2-story structure of approximately 10,000 square feet.
- The construction budget is approximately \$5,250,000.
- Refer to RFQ dated 9/1/2022.
- Up to 12 alternates per phase may be included.

Services:

Pre-Design Phase:	Provide one "Line Item" cost estimate	\$3,700
Schematic Design Phase	Provide one "Line Item" cost estimate	\$7,600
Design Development Phase:	Provide one "Line Item" cost estimate	\$8,100
Construction Document Phase:	Provide one "Line Item" cost estimate	\$8,300

Inclusions:

All work items typically included within a general contractor's scope of work including architectural, structural, civil, landscaping, mechanical & electrical work items.

Exclusions:

- Soft costs (including design fees, permits, testing, and SDC's).
- Modular office systems, cubicles, furniture, and furnishings.
- Work associated with modular or factory built structures (including foundations).
- Reconciling with the owner's budget
- Estimate reconciliation with another cost estimating company, a general contractor, or a CMGC Temporary relocation costs
- Life-cycle cost analysis

Cost Estimating Fee Proposal: \$27,700.00
(Twenty-seven thousand seven hundred dollars)

Billing Rates for additional work:

Chief Estimator	\$130.00/Hr
Estimator #3	\$120.00/Hr

Notes:

The cost estimate will be done in CSI Uniformat

Construction Focus, Inc. is not restricted in providing information to contractors about upcoming bidding opportunities.

The cost estimating fees listed in this proposal are meant to be sequential. If one or more of the listed estimates is eliminated the fee for the remaining cost estimate may increase.

Insurance:

Construction Focus, Inc. carries these types and levels of insurance:

- General liability: \$1MM/ea + \$2MM aggregate
- Automobile liability: \$1MM combined limit
- Professional liability: \$2MM/ea + \$4MM aggregate
- Umbrella liability: \$2MM/ea + \$2MM aggregate
- Worker's Compensation: \$1MM/ea + \$1MM limit

The company can provide higher levels of insurance coverage for an additional fee.

Schedule: After the client and Construction Focus, Inc. (CFI) agree to a starting date and after CFI has received all the relevant design documents, CFI will complete the cost estimate in 15 business days.

The CFI office will be lightly staffed and no estimating work will occur between December 22, 2022 and January 2, 2023.

This cost estimating fee proposal will remain valid for 90 days after submission. If any portion of this project is delayed for more than 6 months those delayed portions of the contract will be re-negotiated.

For each design phase Construction Focus will be supplied with all the relevant design documents at one time, before the cost estimating process begins. If information is supplied in phases the delivery of the cost estimate will be delayed accordingly and additional billing will be done on an hourly basis.

Respectfully submitted,
CONSTRUCTION FOCUS, INC.



By Steve Gunn, President

~~Accepted by:~~

~~[Redacted signature box]~~

~~Date:~~

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS	\$ 160 – \$ 290
ARCHITECTURE/LANDSCAPE	
Design Director	\$ 190 – \$ 235
Senior Project Architect	\$ 160 – \$ 260
Project Architect I – III	\$ 100 – \$ 210
Architectural Designer II-III	\$ 90 – \$ 175
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 50 – \$ 80
Intern	\$ 50 – \$ 75
ENGINEERING	
Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 100 – \$ 200
Designer I – II	\$ 75 – \$ 155
Transportation Analyst I – II	\$ 65 – \$ 115
Designer/Drafter	\$ 85 – \$ 140
Intern	\$ 55 – \$ 85
PLANNING	
Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 90 – \$ 210
Permit Coordinator	\$ 55 – \$ 95
Assistant Planner	\$ 70 – \$ 110
Intern	\$ 50 – \$ 75
INTERIOR DESIGN	
Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 50 – \$ 75
ADMINISTRATION	
Administrator	\$ 60 – \$ 175
Word Processor	\$ 70 – \$ 110
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2023

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet



City of Umatilla

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

Notice of Intent to Award

October 14, 2022

This is NOT a Notice of Award or a Notice to Proceed

PROJECT # N/A

Project: Umatilla Police Station Design and Construction Documents

You are hereby notified that the Selection Review Committee has reviewed all of the proposals that were received by 4:00pm on October 5, 2022 for the above project. The City intends to award the contract for this project to Mackenzie Inc.

If you have any questions, please contact me at 541-922-3226 x 104 or melissa@umatilla-city.org.

Sincerely,

A handwritten signature in black ink that reads "Melissa Ince".

Melissa Ince, CPA

Finance & Administrative Services Director

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 15-2023. A Resolution authorizing the City of Umatilla to enter into an Intergovernmental Agreement with the cities of Hermiston, Stanfield, and Echo and with Umatilla County for the purpose of providing services to the homeless population under the Practical Assistance through Transitional Housing (PATH) Project and to authorize the City Manager to sign all necessary documents and amendments on behalf of the City.	Meeting Date: 2022-11-01
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: \$2.1 million Amount Budgeted: \$2.1 million	Fund(s) Name and Number(s): General Fund - 01
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Reviewed by Finance Department: Yes	Previously Presented: several in the past two years
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Attachments to Agenda Packet Item:

[Resolution 15.2023 IGA for PATH.docx](#)

[FINAL Intergovernmental Agreement for PATH 11.1.22.docx](#)

Summary Statement:

Since early 2021 the City has been working with local partners and municipalities on addressing homelessness in ours and neighboring communities. In May 2022 the Cities of Hermiston and Umatilla, together with Umatilla County held a joint session to discuss this issue further. In June 2022 these partnership cities and Umatilla County received a \$1 million grant through HB 4123 to help provide these services. And, this past summer, Planning Commission and City Council approved a Conditional Use permit to provide for a transitional housing facility to be located in Umatilla. This agreement outlines the requirements of this program and assigns corresponding financial commitments from each municipality.

Motion to approve Resolution 15-2023 to enter into an Intergovernmental Agreement between the Cities of Umatilla, Hermiston, Stanfield, and Echo with Umatilla County to provide services to the homeless population through Project PATH.

Consistent with Council Goals:

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

RESOLUTION NO. 15-2023

A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF HERMISTON, STANFIELD, AND ECHO AND WITH UMATILLA COUNTY FOR THE PURPOSE OF PROVIDING SERVICES TO THE HOMELESS POPULATION UNDER THE PRACTICAL ASSISTANCE THROUGH TRANSITIONAL HOUSING (PATH) PROJECT AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS AND AMENDMENTS ON BEHALF OF THE CITY.

WHEREAS, by the authority granted in ORS 190.010 units of local government may enter into agreements with other units of local government for performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the City of Umatilla (City) has been working with the neighboring cities of Hermiston, Stanfield, and Echo along with Umatilla County on a regional homeless assistance project; and

WHEREAS, the City was a co-recipient with the above-mentioned entities of a grant from the State of Oregon to help fund the PATH project; and

WHEREAS, the City and the other named partners have reached an agreement on how to work together to provide homeless and transitional housing services to the community; and

WHEREAS, it is determined that it is in the best interest of the City to approve and execute the Intergovernmental Agreement.

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

1. That the Intergovernmental Agreement attached to this Resolution between the City of Umatilla and the Cities of Hermiston, Stanfield, and Echo and Umatilla County is hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreement (IGA) and all necessary documents and amendments associated with the IGA.
3. That pursuant to ORS 221.310(3) this Resolution is effective immediately upon its passage.

PASSED by the Council and **SIGNED** by the Mayor this 1st day of November, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into by and between Umatilla County, a political subdivision of the State of Oregon (“County”), the City of Umatilla, an Oregon municipal corporation (“Umatilla”), City of Hermiston, an Oregon municipal corporation (“Hermiston”), City of Echo, an Oregon municipal corporation (“Echo”), and the City of Stanfield, an Oregon municipal corporation (“Stanfield”, and collectively with Umatilla, Hermiston, and Echo, the “Cities”; County and the Cities shall hereinafter be referred to collectively as the “Parties” and each, a “Party”) as of the date the last party signs this Agreement (the “Effective Date”).

RECITALS

A. ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions which a Party has the authority to perform.

B. County has signed a grant agreement with the State of Oregon awarding County \$1,000,000 to establish a coordinated homeless response system consisting of the Parties. The grant agreement is entered pursuant to the terms of HB 4123.

C. The Parties wish to implement HB 4123 and establish a coordinated homeless response system consisting of the County and the Cities (“Project PATH”).

NOW, THEREFORE, County and the Cities, on the terms and conditions set forth herein, and for consideration of which the existence and sufficiency is mutually acknowledged, enter into the following Agreement:

AGREEMENT

1. Project PATH. Project PATH shall, at a minimum, satisfy the requirements set forth in Exhibit A, attached hereto.

2. Homeless Response Office. The Homeless Response Office (required to be established by Exhibit A, Section 1(a)) (the “Office”) shall be organized as follows and shall perform the following functions:

- (a) The Office will operate under the general policy guidance of the Homeless Response Advisory Board (required to be established by Exhibit A, Section 1(b)) (the “Advisory Board”).
- (b) The Office will primarily consist of a person (the “Director”) selected by Umatilla and approved by the Advisory Board. Umatilla may contract for the services provided by the Director. The Director may be any individual or entity duly qualified and willing to serve in the role.
- (c) The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123, including plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578.
- (d) The Office will be managed by the Director who will report to Umatilla and the Advisory Board or their respective designees. The Director will be charged with the general operation of the Office, and shall work to coordinate with Umatilla

and the Advisory Board and all Parties to develop a five-year strategic plan and endeavor to meet the project goals set forth in Exhibit A.

3. Homeless Advisory Board. The Advisory Board shall be organized as follows and shall perform the following functions:

- (a) The Advisory Board members shall consist of a representative from each Party, and shall be formed for the purposes of providing general guidance to the Office.
- (b) The Advisory Board members shall have the opportunity to make important decisions, including approving a recommendation to the Parties of the strategic plan developed by the Office.
- (c) Given that the Advisory Board is authorized by statute and governed by this Agreement with the authority to make formal advice and recommendations on public policy and administration, the Advisory Board is considered a public body for the purposes of Oregon Public Meetings Law, and will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- (d) The Advisory Board shall adopt formal Bylaws sufficient to ensure compliance with Oregon Public Meetings Law and the orderly functioning of the Advisory Board. The Bylaws will establish a regular meeting schedule to be observed by the Advisory Board.

4. Obligations of the Parties.

- (a) The Parties shall support the Office until this Agreement is terminated.
- (b) The Parties shall cooperate in good faith to ensure that the goals of Project PATH are achieved. The Parties shall work in good faith to amend this Agreement when necessary to achieve the goals set forth in Exhibit A.
- (c) Project PATH will be funded in part with the \$1,000,000 grant from the State of Oregon to County referenced in Recital B, which County will transfer in its entirety to Umatilla upon County's receipt from the State of Oregon and execution of this agreement.
- (d) (i) If this Agreement is terminated, then each Party shall promptly pay a termination fee to Umatilla as set forth in Schedule 4(d) calculated as of the effective date of such termination; or (ii) if any Party withdraws from this Agreement, then such withdrawing Party shall be obligated to pay the termination fee to Umatilla as set forth in Schedule 4(d) calculated as of the effective date of such withdrawal promptly upon Umatilla's request.
- (e) Umatilla shall serve as the fiscal agent responsible for funding the operations of Project PATH. Umatilla will retain fiscal and managerial oversight of Project PATH, including the Office and the Director.
- (f) Under the recommendation of the Advisory Board, Umatilla is authorized to and will select a Director to manage the Office. Umatilla is authorized to terminate the Director, and in such an event, Umatilla is authorized to and

will select a new Director. This Agreement does not create any employment or contractual relationship between the Parties or the Office or Director.

- (g) Umatilla is authorized to and will be responsible for all contracting, procurement, or other activities necessary to operate Project PATH, including engaging any third party service providers as Umatilla determines is reasonably necessary. Umatilla is currently negotiating a Transitional Housing Services Agreement (the "Services Agreement") with Stepping Stones of Hermiston Inc., an Oregon nonprofit corporation, to provide certain services to further the objectives of Project PATH, which Services Agreement shall be subject to review and corresponding recommendation for approval by the Advisory Board, not to be unreasonably withheld, conditioned, or delayed.
- (h) Each of the Parties, the Office, and the Advisory Board shall cooperate with respect to all matters described herein, and shall execute such notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the provisions of this Agreement.
- (i) Umatilla's legal counsel may be called upon to provide legal advice to the Advisory Committee and the Office as necessary. Such advice may include, but is not limited to, advice on public meetings law, the requirements of HB 4123, and the formulation of necessary bylaws.

5. General Terms.

- (a) Notice. The designated representatives of the Parties for the administration of this Agreement are as follows. Notice shall be deemed delivered upon sending an email to all of the Parties.
 - (i) Umatilla County: Dan Dorran, County Commissioner
Phone: 541-278-6201
Email: dan.dorran@umatillacounty.gov
 - (ii) City of Umatilla: David Stockdale, City Manager.
Phone: 541-922-3226 x102
Email: david@umatilla-city.org
 - (iii) City of Hermiston: Byron Smith, City Manager
Phone: 541-567-5521
Email: bsmith@hermiston.or.us
 - (iv) City of Echo: David Slaght, City Administrator
Phone: 541-376-6038
Email: dave@echo-oregon.com
 - (v) City of Stanfield: Benjamin Burgener, City Manager
Phone: 541-449-3831
Email: citymanager@cityofstanfield.com
- (b) Entire Agreement. This Agreement, together with the recitals above and exhibit attached hereto, which are incorporated herein by this reference, constitute the entire agreement among the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding such subject matter. No waiver, consent modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification or

change, if made, shall be effective only in the specific instance and for the specific purpose given.

- (c) Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.
- (d) Term; Termination. The initial term of this Agreement shall commence on _____, 2022 (“Commencement Date”), and end on June 30, 2024 (the “Initial Term”). County, Hermiston, Stanfield, and Echo may not voluntarily terminate or withdraw from this Agreement during the Initial Term. The term of this Agreement shall automatically renew for additional successive 12-month periods, subject to the termination and withdrawal rights provided herein. After the Initial Term, any Party may withdraw from this Agreement upon 180 days’ prior written notice to the other Parties. Additionally, Umatilla may terminate this Agreement effective immediately or force a breaching Party to withdraw from this Agreement upon the material breach of any other Party. If any Party shall file or suffer the filing of a bankruptcy or similar proceeding, such filing shall constitute a material breach of this Agreement. Any termination of or withdrawal from this Agreement is subject to the termination fees described in Section 4(d).
- (e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means intended to preserve the original pictorial appearance of this Agreement or by industry standard electronic signature software shall have the same legal force and effect as execution by original signatures.
- (f) Access to Records/Record Retention. The Parties shall maintain fiscal records and all other records pertinent to this Agreement.
 - (i) All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - (ii) All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
 - (iii) If an audit, litigation or other action involving this Agreement is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three- year period, whichever is later.
 - (iv) The Parties and their authorized representatives shall have the right to access all of associated books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
- (g) Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its

officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property to the extent caused by or resulting from the indemnifying Party's: (1) negligence or willful misconduct in connection with the performance of this Agreement or by conditions created thereby; (2) breach of this Agreement; or (3) violation of any statute, ordinance or regulation. The Parties are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

- (h) Survival. All covenants, indemnifications, and agreements contained in this Agreement that contemplate performance subsequent to the expiration or earlier termination of this Agreement, or that cannot be ascertained or fully performed until after expiration or earlier termination of this Agreement, shall survive such expiration or termination.

[Signature page follows]

039419\00005\13952119v4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

UMATILLA COUNTY:

CITY OF UMATILLA:

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

By: _____
David Stockdale, City Manager
Date: _____

CITY OF HERMISTON:

CITY OF ECHO:

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

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

CITY OF STANFIELD:

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

Exhibit A

Project PATH Description

[Attached.]

Schedule 4(d)

Termination Fee Schedule

Calendar Year Termination Occurs	Total Termination Fee	Party	Party's Termination Fee Percentage	Party's Termination Fee Amount
2024	\$712,000	County	30%	\$213,600
		Hermiston	30%	\$213,600
		Stanfield	6%	\$42,720
		Echo	4%	\$28,480
2025	\$623,000	County	30%	\$186,900
		Hermiston	30%	\$186,900
		Stanfield	6%	\$37,380
		Echo	4%	\$24,920
2026	\$534,000	County	30%	\$160,200
		Hermiston	30%	\$160,200
		Stanfield	6%	\$32,040
		Echo	4%	\$21,360
2027	\$445,000	County	30%	\$133,500
		Hermiston	30%	\$133,500
		Stanfield	6%	\$26,700
		Echo	4%	\$17,800
2028	\$356,000	County	30%	\$106,800
		Hermiston	30%	\$106,800
		Stanfield	6%	\$21,360
		Echo	4%	\$14,240
2029	\$267,000	County	30%	\$80,100
		Hermiston	30%	\$80,100
		Stanfield	6%	\$16,020
		Echo	4%	\$10,680
2030	\$178,000	County	30%	\$53,400
		Hermiston	30%	\$53,400
		Stanfield	6%	\$10,680
		Echo	4%	\$7,120
2031	\$89,000	County	30%	\$26,700
		Hermiston	30%	\$26,700
		Stanfield	6%	\$5,340
		Echo	4%	\$3,560
2032	\$0.00	County	30%	\$0.00
		Hermiston	30%	\$0.00
		Stanfield	6%	\$0.00
		Echo	4%	\$0.00

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 16-2023. A Resolution authorizing the City of Umatilla to enter into an Intergovernmental Agreement to lease land from Umatilla County for the purpose of providing a location for services to the homeless population under the Practical Assistance through Transitional Housing (PATH) Project and to authorize the City Manager to sign all necessary documents and amendments on behalf of the City.	Meeting Date: 2022-11-01
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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): General Fund - 01
Amount Budgeted: n/a	

Reviewed by Finance Department: Yes	Previously Presented: several in the past 2 years
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Attachments to Agenda Packet Item:

[Resolution 16.2023 IGA Lease for PATH land.docx](#)

[FINAL Project Path Lease Agreement 11.1.22.DOCX](#)

Summary Statement: The City has made several efforts over the past two years towards providing services to the homeless population in the City and in West Umatilla County. This lease agreement provides the site location to provide these services according to the terms of the agreement. Motion to approve Resolution 16-2023 to enter into an Intergovernmental Agreement to lease land from Umatilla County for Project PATH.
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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.

RESOLUTION NO. 16-2023

A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO LEASE LAND FROM UMATILLA COUNTY FOR THE PURPOSE OF PROVIDING A LOCATION FOR THE SERVICES TO THE HOMELESS POPULATION UNDER THE PRACTICAL ASSISTANCE THROUGH TRANSITIONAL HOUSING (PATH) PROJECT AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS AND AMENDMENTS ON BEHALF OF THE CITY.

WHEREAS, by the authority granted in ORS 190.010 units of local government may enter into agreements with other units of local government for performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the City of Umatilla (City) has been working with the neighboring cities of Hermiston, Stanfield, and Echo along with Umatilla County on a regional homeless assistance project; and

WHEREAS, the City was a co-recipient with the above-mentioned entities of a grant from the State of Oregon to help fund the PATH project; and

WHEREAS, the City and Umatilla County have reached an agreement for the County to lease a portion of their parcel located along Lind Rd. to be used expressly for the purpose of supporting Project PATH; and

WHEREAS, it is determined that it is in the best interest of the City to approve and execute the Intergovernmental Agreement to lease this land from the County.

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

1. That the Intergovernmental Agreement attached to this Resolution between the City of Umatilla and Umatilla County for the City to lease County land is hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreement (IGA) and all necessary documents and amendments associated with the IGA.
3. That pursuant to ORS 221.310(3) this Resolution is effective immediately upon its passage.

PASSED by the Council and **SIGNED** by the Mayor this 1st day of November, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

LEASE

Project PATH Site

1. DATE

The date of this Lease (this "Lease") is November 1, 2022.

2. PARTIES and TERMINOLOGY

2.1 The parties to this Lease are UMATILLA COUNTY, 216 SE 4th Street, Pendleton, Oregon, 97801 ("County"), and CITY OF UMATILLA, PO Box 130, Umatilla, Oregon, 97882 ("City").

2.2 The paragraph captions and titles are for descriptive purposes only and are not intended to constitute a substantive part of this Lease.

2.3 Any notices under this Lease will be in writing and will be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the address set forth in paragraph 2.1, or such other address as either party may designate by written notice to the other.

3. PROPERTY TO BE LEASED

3.1 County is the owner of property located at the intersection of Bensel Road and Lind Road, identified as Umatilla County Tax Lot 5N2822-2300, consisting of 18.50 acres of unimproved property, more particularly described as follows:

West Half of Southwest Quarter of Southwest Quarter, Section 22, Township 5 North, Range 28, E. W. M., Umatilla County, Oregon. Subject to rights of way and easements of record.

The area subject to this Lease is the North 2 acres (approximately North 132 feet) of the above described property (the "Premises") and further depicted in Exhibit A.

3.2 County agrees to lease the Premises described in paragraph 3.1 to City under the terms and conditions set forth in this Lease.

3.3 City agrees to lease the Premises described in paragraph 3.1 from County under the terms and conditions set forth in this Lease.

3.4 Upon prior written notice to City, County reserves the right for County, its representatives or agents to enter the Premises for purposes of inspection or for the making of repairs, but shall be subject to the right to privacy rules established for tenants and their private sleeping quarters.

4. TERM and RENT

4.1 The initial term of this Lease will be for a two year period beginning September 8, 2022 and ending December 31, 2024.

4.2 The term of the Lease may be renewed for one year periods, for up to three years (for a total of five years 115 days) unless sooner terminated as provided by paragraph 14.

4.3 The rent for the Premises will be \$-0-.

5. USE OF PREMISES

5.1 The Premises will be used for temporary housing and related purposes under the PATH (Practical Assistance through Transitional Housing) Project, or similar program for temporary transitional housing for unhoused people (the "Project") pursuant to an intergovernmental agreement dated of even date herewith among County, City, and the Cities of Hermiston, Stanfield, and Echo (the "Intergovernmental Agreement"). All parties to the Intergovernmental Agreement shall have the right to use the Premises subject to the terms and conditions set forth therein.

5.2 City will not make any unlawful or any improper use of the Premises, or do anything that will create a nuisance.

5.3 City will not allow the Premises at any time to fall into a state of disrepair or disorder so as to cause a fire hazard.

5.4 City will promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to its use or occupancy of the Premises.

5.5 City will not suffer or permit any lien to be filed against the Premises by reason of work, labor, services or materials performed or supplied to City. If any such lien is filed against the Premises or City's leasehold interest, City will cause the same to be discharged of record within 30 days after the date of filing the same.

6. MAINTENANCE

6.1 City will maintain all improvements and condition of the Premises. City expressly waives the benefits of any statute now or later in effect that would otherwise give City the right to make repairs at County's expense and deduct that cost from rent owing to County.

6.2 City will make any repairs required by this Lease within a reasonable time after receipt from County of written notice of any such needed repairs.

6.3 City will be responsible for all repairs and maintenance for any fixtures it installs on the Premises.

7. UTILITIES and TAXES

7.1 City will pay for all utilities, including electric, internet, garbage, water and sewer for the Premises.

7.2 City will pay all real property taxes, if any, assessed against the Premises, due to the use of the Premises by City.

8. INSURANCE

City will at all times during the term of this Lease, at City's sole and separate expense, maintain insurance, insuring both City and County against liability for damages to persons or property in and upon the Premises, as required by the Oregon Tort Claims Act. A certificate evidencing the policy will be delivered to County and, if available from the insurer, will contain a stipulation providing that coverage will not be cancelled without a minimum of 10 days written notice to County. The insurance

will cover all risks arising directly or indirectly out of City's activities on or any condition of the Premises. The insurance will cover any claims by third parties against County and City.

9. ALTERATIONS

9.1 City will not make any alterations, additions or improvements to the Premises without prior consent of County; provided, however, that such consent will not be unreasonably or untimely withheld. County consents to the following alternations:

- All necessary ground excavation and work required for the construction and installation of all utilities;
- Construction and installation of all utilities;
- Preparation of the construction or installation of all buildings, structures, access areas, parking areas, and similar improvements; and
- Construction of buildings, structures, access areas, parking areas, and similar improvements.

9.2 All alterations, additions or improvements to the Premises shall remain City's personal property regardless of whether such alterations, additions or improvements are deemed fixtures and/or affixed to the Premises.

9.3 County authorizes City to file applications for any land use approvals or any building permits or utility permits (the "Permitting Documents") necessary or appropriate in City's reasonable discretion to construct, use and operate the Project. County will execute all applications for Permitting Documents promptly.

10. DESTRUCTION OF PREMISES

In the event the Premises are subject to eminent domain or condemnation and render the Premises unsuitable for City's purposes, the Lease may be terminated by either party on written notice to the other party, and this Lease will have no further effect. County will be entitled to any proceeds of condemnation, except that City shall have the right to file a separate claim for City's moving expenses, so long as such claim does not diminish the award available to County.

11. PAYMENTS TO THIRD PARTIES and INDEMNIFICATION

11.1 In the event either party fails to pay, when due, any amounts required of that party to be paid to third parties under this Lease, the non-defaulting party may pay any or all such amounts. If the non-defaulting party makes any such payments, the amounts thereof will be immediately due and payable. Until paid, such amounts bear interest at the rate of nine percent per annum. The non-defaulting party's election to make any payments pursuant to this paragraph will not constitute a waiver of that party's right to declare the other party to be in default of this Lease.

11.2 To the fullest extent allowed by law, but subject to the applicable limits set forth in the Oregon Tort Claims Act, City will indemnify, defend and hold harmless County from any claim or liability arising out of or related to any activity of City on the Premises or any condition of the Premises under the control of City, except to the extent such claim or liability arises from County's actions or inactions, and in which case, but subject to the applicable limits set forth in the Oregon Tort Claims Act, County will indemnify, defend, and hold harmless City. This provision will survive any termination or expiration of this Lease.

11.3 Notwithstanding anything to the contrary in this Lease, to the fullest extent allowed by law, but subject to the applicable limits set forth in the Oregon Tort Claims Act, County shall indemnify, defend and hold harmless City from any claim or liability arising out of or related to, unless

caused by City, the presence of hazardous substances or wastes, toxic and nontoxic pollutants and contaminants including, but not limited to, petroleum products and asbestos at the Premises.

12. DEFAULT

12.1 Time is of the essence of this Lease.

12.2 A default will occur if either party fails to perform any other obligations imposed by this Lease and does not correct or commence corrections of such failure within 10 days after receipt of written notice from the non-defaulting party specifying the manner in which the other party is in default.

13. REMEDIES ON DEFAULT

13.1 In the event of a default, the non-defaulting party may take any one or more of the following steps:

- (a) Terminate this Lease;
- (b) Specifically enforce the terms of this Lease by suit in equity.

13.2 In the event suit or action is instituted to enforce any of the terms of this Lease, venue for any such suit or action will be in Umatilla County, Oregon, each party will pay its own attorney fees and costs.

13.3 Waiver by either party of strict performance of any provisions of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or any other provision.

14. TERMINATION

14.1 Either party may terminate this Lease with 365 days' prior written notice to the other party.

14.2 On the termination of this Lease, City will surrender the Premises in as good as order and condition as when received, reasonable wear and tear and damage from elements, fires, acts of God, or other casualty excepted, and remove all improvements, aggregate, product, equipment and any other personal property of City.

14.3 If City remains in possession of the Premises after the expiration of this Lease, without a written Lease, it will be deemed to be occupying and using the Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease as applicable to such month-to-month tenancy.

15. SUCCESSOR INTERESTS

15.1 This Lease will be binding upon and inure to the benefit of the parties, their successors and assigns.

15.2 No interest of City will be assigned, sub-leased or otherwise transferred, voluntarily or involuntarily, without prior written consent of County, such consent not to be unreasonably or untimely withheld.

16. PRIOR AGREEMENTS

This document is the entire, final and complete agreement of the parties pertaining to the Lease of the Premises, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Premises is concerned.

[signatures on following page]

039419\00005\13592254v3

The parties have executed this Lease as of the date first above written.

UMATILLA COUNTY, by its Board of Commissioners

John M. Shafer, Chair Date

Daniel N. Dorran, Commissioner Date

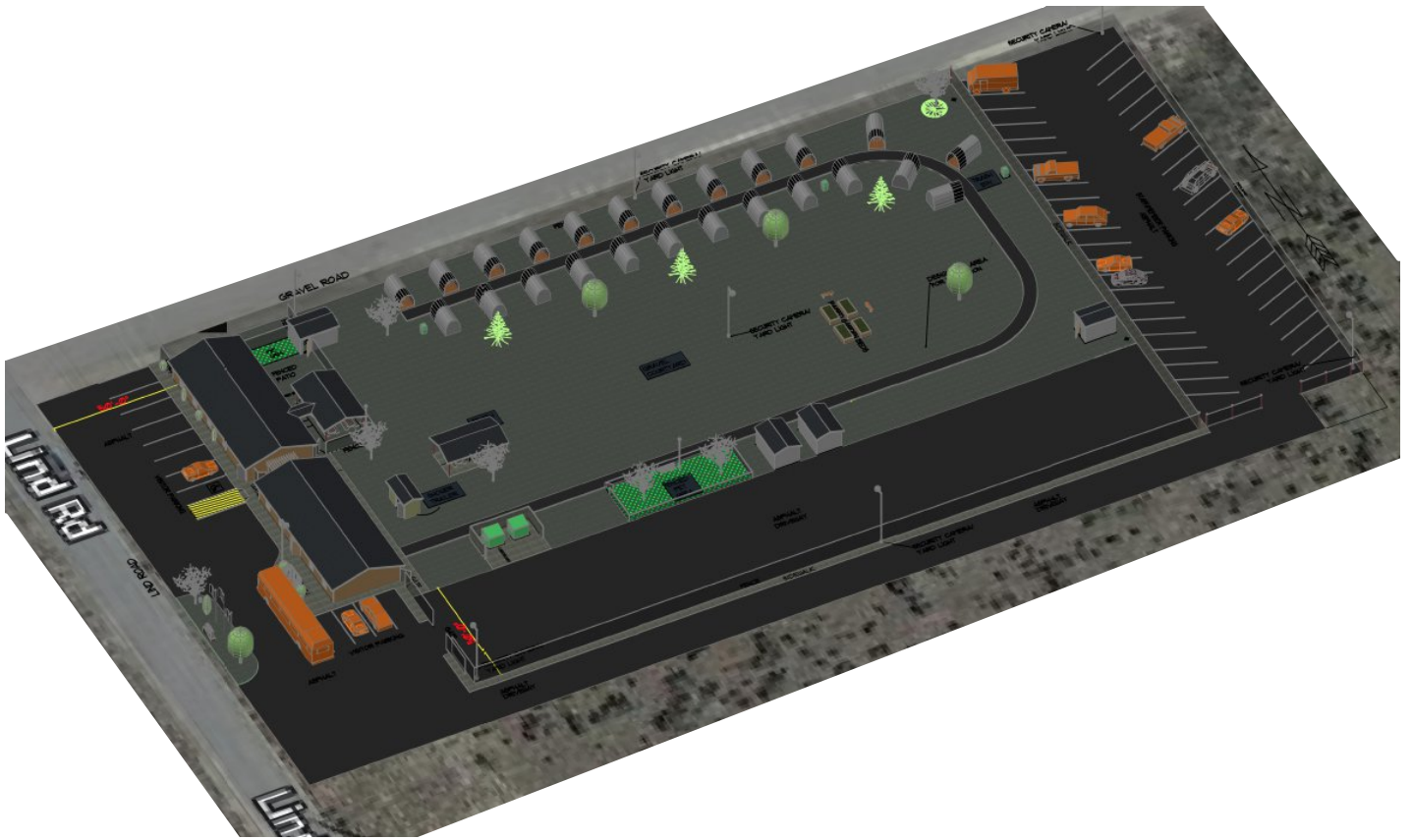
George L. Murdock, Commissioner Date

CITY OF UMATILLA

By: _____ Date

Exhibit A

General Depiction of Premises



CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 17-2023. A Resolution authorizing the City of Umatilla to enter into a Transitional Housing Services Agreement with Stepping Stones of Hermiston Inc and authorize the City Manager to sign all necessary documents and amendments on behalf of the City.	Meeting Date: 2022-11-01
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: \$2.1 million	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: \$2.1 million	

Reviewed by Finance Department: Yes	Previously Presented: several over the past two years
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Attachments to Agenda Packet Item:

[Resolution 17.2023 Stepping Stones Agreement.docx](#)

[FINAL Transitional Housing Services Agreement with Stepping Stones 11.1.22.doc](#)

Summary Statement: The City solicited bids for a contractor to provide professional services to assist the City with our transitional housing program, known as Project PATH. Stepping Stones of Hermiston Inc. was the only bid received. Staff has been negotiating the final terms of the agreement with Stepping Stones over the past few months and presents this final draft to Council for consideration. Motion to approve Resolution 17-2023 to enter into a Transitional Housing Services Agreement with Stepping Stones of Hermiston Inc.

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

RESOLUTION NO. 17-2023

A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO ENTER INTO TRANSITIONAL HOUSING SERVICES AGREEMENT WITH STEPPING STONES OF HERMISTON INC. AND AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS AND AMENDMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Umatilla (City) has been working with the neighboring cities of Hermiston, Stanfield, and Echo along with Umatilla County on a regional homeless assistance project; and

WHEREAS, the City was a co-recipient with the above-mentioned entities of a grant from the State of Oregon to help fund the PATH project; and

WHEREAS, the City solicited proposals from the community through the Request for Proposal (RFP) process and Stepping Stones of Hermiston was the only respondent to the solicitation; and

WHEREAS, the City has determined that Stepping Stones is a qualified respondent and has negotiated with Stepping Stones the terms of the agreement to meet the goals of the program while also receiving the services as outlined in the agreement at the best available service rates to the City; and

WHEREAS, it is determined that it is in the best interest of the City to approve and execute the Transitional Housing Services Agreement to provide homeless and transitional housing services to the community.

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

1. That the Transitional Housing Services Agreement between Stepping Stones of Hermiston Inc. and the City to provide transitional housing services is hereby approved.
2. That the City Manager is authorized to sign the Agreement and all necessary documents and amendments associated with the IGA.
3. That pursuant to ORS 221.310(3) this Resolution is effective immediately upon its passage.

PASSED by the Council and **SIGNED** by the Mayor this 1st day of November, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

TRANSITIONAL HOUSING SERVICES AGREEMENT

This TRANSITIONAL HOUSING SERVICES AGREEMENT (this “Agreement”), dated as of November 1, 2022 (the “Effective Date”), is entered into by and between STEPPING STONES OF HERMISTON INC., an Oregon nonprofit corporation, with offices located at 505 N First Place, Hermiston, Oregon (“Stepping Stones”), and CITY OF UMATILLA, an Oregon municipal corporation, with offices located at 700 Sixth Street, Umatilla, Oregon (“City”).

1. Services. Stepping Stones shall provide to City the services (the “Services”) set out in Exhibit A. Stepping Stones shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Stepping Stones’ field; and (e) to the reasonable satisfaction of City. Stepping Stones shall comply with all City rules, regulations, and policies when providing the Services. Nothing in this Agreement shall be construed to prevent City from itself performing or from receiving services from other providers that are similar or identical to the Services.

2. Fees and Expenses: Member Fees.

2.1 For the Services to be performed hereunder, City shall pay to Stepping Stones (against Stepping Stones’ invoice) a fixed fee of \$31,000.00 per month (the “Fee”) within thirty (30) days after the end of each month, provided that Stepping Stones has furnished a correct invoice and completed the Services to City’s reasonable satisfaction (as set out in Section 1). The Fee is inclusive of the cost of all materials used for the provision of the Services. City shall reimburse Stepping Stones only for expenses that have been pre-approved in writing by City in its reasonable discretion, within thirty (30) days of receipt by City of Stepping Stones’ invoice, which shall be accompanied by receipts and supporting documentation reasonably acceptable to City.

2.2 In addition to Fees from City, Stepping Stones has pledged to spend at least \$1,100,000.00 of its own funds during the first two years of the Term to provide the Services as mutually identified by Steppings Stones and City. Stepping Stones and City shall collaborate to identify both the initial expenditure of these funds towards the Services during the first two years of the Term. Stepping Stones and City shall enter into a separate agreement concerning the appropriation of these funds towards the Services and the long-term ownership, maintenance, and liability of all capital outlay purchases equal to or greater than \$5,000 and shall do so no later than January 31, 2022.

2.3 Stepping Stones shall establish each adult individual that it provides Services to as a Member, which membership City or Stepping Stones may revoke if a Member does not comply with the rules applicable to the Project PATH Facility (defined below) in City or Stepping Stones’ reasonable judgement. Stepping Stones shall assist the City in ensuring that each and every Member shall not be considered a “tenant” under the Oregon Residential Tenant Act (ORS Chapter 90), or any successor laws, and shall ensure that no Member has any rights as a tenant under such laws.

3. Confidentiality. All non-public, confidential or proprietary information of City (“Confidential Information”), including, without limitation, any information relating to those receiving services from Stepping Stones, disclosed to Stepping Stones, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Stepping Stones in providing services, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Stepping Stones’ use in

performing this Agreement and may not be disclosed or copied unless authorized by City in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Stepping Stones' breach of this Agreement; or (b) is obtained by Stepping Stones on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information. Upon City's request, Stepping Stones shall promptly return all documents and other materials received from City. City shall be entitled to injunctive relief for any violation of this Section.

4. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of two years, then automatically renew for successive one-year periods, unless sooner terminated pursuant to Section 5 (the "Term").

5. Termination Due to Default; Voluntary Termination.

5.1 Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.2 Either party may terminate this Agreement with 90 days' prior written notice to the other party.

5.3 If, for any reason, the City terminates this agreement or elects to not renew this agreement upon the expiration of the term, the City shall pay a Termination Fee to Stepping Stones according to Exhibit B. If, for any reason, Stepping Stones terminates this agreement according to the notification requirements expressed in this agreement, Stepping Stones will receive the amounts due according to Exhibit B, less 20% of the amount owed.

6. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Stepping Stones shall promptly: (a) deliver to City all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Stepping Stones in the course of performing the Services; (b) return to City all City-owned property, equipment, or materials in its possession or control; (c) remove any Stepping Stones-owned property, equipment, or materials located at City's locations; (d) deliver to City, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information; (e) provide reasonable cooperation and assistance to City in transitioning the Services to an alternate service provider or to the City; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided; (g) permanently erase all Confidential Information from its computer systems; and (h) certify in writing to City that it has complied with the requirements of this Section 6.

7. Independent Contractor. It is understood and acknowledged that in providing the

Services, Stepping Stones acts in the capacity of an independent contractor and not as an employee or agent of the City. Stepping Stones shall control the conditions, time, details, and means by which Stepping Stones performs the Services. City shall have the right to inspect the work of Stepping Stones as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Stepping Stones has no authority to commit, act for or on behalf of City, or to bind City to any obligation or liability. Stepping Stones shall not be eligible for and shall not receive any employee benefits from City and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Stepping Stones hereunder.

8. Indemnification. Stepping Stones shall indemnify, defend, and hold harmless City and its employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Parties arising out of or resulting from any claim of a third party arising out of or occurring in connection with Stepping Stones and the Services or this Agreement. Stepping Stones shall not enter into any settlement without City's prior written consent.

9. Compliance with Law. Stepping Stones and those it engages to perform the Services are in compliance with and shall comply with all applicable laws, regulations, and ordinances. Stepping Stones and those it engages to perform the Services have and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

10. Insurance. During the Term and for a period of one year after expiration or termination of this Agreement for any reason, Stepping Stones shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate (or such amounts as required under the Oregon Tort Claims Act, whichever is greater), including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Stepping Stones under this Agreement. Upon City's request, Stepping Stones shall provide City with a copy of the required policies and/or certificate of insurance from Stepping Stones' insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name City as an additional insured. Stepping Stones shall provide City with 30 days' advance written notice in the event of a cancellation or material change in Stepping Stones' insurance policy. Except where prohibited by law, Stepping Stones shall require its insurer to waive all rights of subrogation against City's insurers and City or the Indemnified Parties.

11. Oregon Tort Claims Act. Notwithstanding anything to the contrary in this Agreement, Stepping Stones acknowledges that City's liability is subject to the Oregon Tort Claims Act (ORS Sections 30.260 through 30.300), or any successor law.

12. General. Each of the parties hereto shall use reasonable efforts to, from time to time at the request of the other party, without any additional consideration, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and

conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above (or to such other address that the receiving party may designate from time to time in accordance with this section). This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by, and construed in accordance with, the laws of Oregon, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Portland, Oregon. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY OREGON LAW. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein. The parties may not amend this Agreement except by written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Stepping Stones may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination. This Agreement may be executed electronically and in counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

CITY:
CITY OF UMATILLA

STEPPING STONES:
STEPPING STONES OF HERMISTON INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Description of Services

Primarily, Stepping Stones will assist the City in the development, implementation, and operation of Project PATH, a program designed to provide Practical Assistance through Transitional Housing ("PATH"). Stepping Stones shall provide a safe space for overnight or longer stays with support services, available onsite at the facility located at the intersection of Bensel Road and Lind Road in Umatilla, Oregon (the "Project PATH Facility"), to individuals and families facing homelessness by planning and delivering services for transitional housing and related support services to support an individual through the transition from homelessness to permanent housing. Specifically, Stepping Stones shall provide the following services to Member participants from the Cities of Hermiston, Umatilla, Echo, and Stanfield and generally western Umatilla County:

1. Provide 24 hour, 7-day a week onsite staffing to support the people using the Project PATH Facility, which includes offices, indoor common area(s), showers, a food pantry, and the community kitchen; initial minimum of 12 housing units that will sleep at least one with some units able to sleep two Members; and outdoor common areas in a secured fenced area.
2. Provide standard operating business hours open to the general public, with restricted access to non-authorized individuals.
3. Provide services in a safe and secure environment that would limit police intervention at the Project PATH facility.
4. Maintain the Project PATH Facility free of drugs and alcohol.
5. Educational and trade services including, but not limited to, coordination with Members to receive their high school diploma or GED, counseling services to connect Members with local or other traditional educational service providers (BMCC, EOU, and others), and connecting Members with employer education services (such as CDL training, unemployment counselors, trade services, or workforce partnerships).
6. Basic level medical, dental, and vision services, including the delivery of emergency services, including CPR and first aid and obtaining Crisis Stabilization and Substance Use services as needed.
7. Transportation to work, educational programs, or other support services associated with Project PATH or deemed necessary for the Members' transition. (Assistance needs have already been identified through KAYAK and Umatilla Cab.)
8. Provision of, or connection to, services for persons with behavioral health conditions and/or substance use disorders.
9. Care coordination and/or case management to support access to other needed services that may include education, training, and onsite or offsite work.

10. Provide Sleep Center Services for identified homeless individuals in addition to the Members participating in the Transitional Housing program.
11. Coordinate partners that have proven experience in moving clients from crises situations to stability in homelessness or other situations that are similar.
12. By approximately year three of operations, programmatic offerings expand to include additional sleeping units, Veteran's services, assistance to family units, and basic childcare coordination.
13. Submit two quarterly reports (each October and April) to the City Council, present a semi-annual report (each January), and present an annual report (each July) before the City Council. Submit incidental reports as requested by City and regularly and systematically report on performance of the Services and impacts on recipients. The required content for all reports will be developed by City through collaboration with Stepping Stones. A City representative will be allowed to attend, for informational purposes, regular meetings of Stepping Stones governing board. Stepping Stones shall identify a Program Director for Project PATH that will interface with City.
14. Provide electronic data sharing, considering relevant privacy and security rules and regulations, to support streamlined coordination of services and rigorous outcomes tracking; share within legal processes and parameters client information with subcontractors and community partners to coordinate care, monitor outcomes, and produce required reports. Data should be tracked and uses with no greater than a 10 percent error rate.
15. Assure that all required core administrative functions, and service delivery operations, are conducted efficiently, effectively, and in compliance with all relevant laws, rules, and regulations. Assure that all funding streams for Services are braided for maximum leverage to support service delivery while assuring that fiscal accounting methods support accountability for use of funds. Braided funding consists of multiple funding streams brought together to pay for more services than any one stream can support and are tracked separately to report to funders. Stepping Stones shall be responsible for identifying, managing, and reporting in a systematic manner to City individual funding streams supporting the Services.
16. At City's request, draft standard operating procedures ("SOPs") and other operational guidance or policy manuals, necessary managerial and fiscal plans, partnership agreements (as appropriate), and perform any work at the Project PATH site needed prior to opening.
17. Collaborate with City to develop a 5-Year Strategic Plan to be adopted by City Council and all PATH partners no later than May 15, 2023. As necessary, amend all SOPs and other manuals in accordance with the adopted 5-Year Strategic Plan to the City's satisfaction.
18. Maintain service standards set by City.

EXHIBIT B

TERMINATION FEE SCHEDULE

Calendar Year Termination Occurs	Total Termination Fee
2023	\$797,000
2024	\$712,000
2025	\$623,000
2026	\$534,000
2027	\$445,000
2028	\$356,000
2029	\$267,000
2030	\$178,000
2031	\$89,000
2032	\$0

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 18-2023 - A resolution adopting a mid-year cost of living increase and repealing pay plan and position levels of Resolution No. 48-2021, 27-2022 and 29-2022	Meeting Date: 2022-11-01
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: \$125,000 Amount Budgeted: \$125,000	Fund(s) Name and Number(s): N/A
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Reviewed by Finance Department: Yes	Previously Presented: 10/18/2022
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Attachments to Agenda Packet Item:

[RES 18-2023 Wage Scale.doc](#)

[18-2023 Attachment A - Non Union Schedule.pdf](#)

[18-2023 Attachment B - UPOA Schedule.pdf](#)

[18-2023 Attachment C - Teamsters Schedule.pdf](#)

Summary Statement: Motion to approve Resolution 18-2023

Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. 18-2023

A RESOLUTION ADOPTING A MID YEAR COST OF LIVING INCREASE AND REPEALING PAY PLAN AND POSITION LEVELS OF RESOLUTION NO. 48-2021, 27-2022 AND 29-2022

WHEREAS, the City Council has directed City Administration staff to establish a highly competitive employee compensation package, including salary and other benefits, to encourage recruitment and retention of highly qualified and exceptional staff, and to ensure minimal disruptions in City operations and produce cost savings through low turnover rates; and

WHEREAS, based upon current economic conditions, City Council is recommending a 3.5% cost-of-living adjustment (COLA) for all union and non-union represented employees; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Umatilla, Oregon, that the pay plans adopted by Resolutions 48-2021, 27-2022 and 29-2022 be repealed and superseded as follows:

Section 1: Attachment A Sets forth the basic salary grade levels and increment steps for non-union City of Umatilla employees.

Section 2: Attachment B sets forth the basic salary grade levels and increment steps for City of Umatilla employees covered by the Umatilla Police Officers Association Collective Bargaining Agreement.

Section 3: Attachment C sets forth the basic salary grade levels and increment steps for City of Umatilla employees covered by the Teamsters Local Union No. 670 Collective Bargaining Agreement.

Section 4: This Resolution shall be effective, December 1, 2022.

Section 5: Attachments B and C must be approved and signed by the respective bargaining unit prior to December 1, 2022 in order to take effect.

PASSED by the Council and Signed by the Mayor this 1st day of November, 2022.

ATTEST:

Mary Dedrick, Mayor

Nanci Sandoval, City Recorder

Attachment A
Non-Union Represented Employees
Resolution No. 18-2023

SCHEDULE A (Monthly)

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A	2,865	2,953	3,046	3,139	3,236	3,337	3,439	3,546	3,656
B	3,459	3,567	3,676	3,790	3,909	4,029	4,153	4,282	4,414
C	3,855	3,974	4,097	4,223	4,354	4,489	4,627	4,770	4,918
D	4,079	4,204	4,335	4,469	4,607	4,750	4,897	5,048	5,204
E	4,782	4,929	5,082	5,239	5,434	5,568	5,740	5,917	6,100
F	5,787	5,936	6,088	6,243	6,404	6,568	6,736	6,906	7,079
G	6,055	6,196	6,340	6,487	6,638	6,793	6,951	7,110	7,275
H	6,235	6,390	6,549	6,713	6,882	7,054	7,231	7,412	7,597
I	6,713	6,851	6,990	7,133	7,279	7,427	7,579	7,735	7,891
J	7,224	7,372	7,523	7,678	7,833	7,992	8,156	8,322	8,491
K	7,751	7,909	8,071	8,235	8,404	8,575	8,750	8,929	9,111
L	8,297	8,466	8,638	8,815	8,995	9,178	9,366	9,557	9,703
M	8,427	8,643	8,866	9,092	9,326	9,565	9,811	10,062	10,320
N	9,127	9,520	9,913	10,307	10,702	11,116	11,531	11,945	12,362
SEASONAL PART-TIME AND TEMPORARY POSITIONS							\$12.50 TO \$30.00/HR		
BILINGUAL PAY INCENTIVE							\$75/PAY PERIOD		

**SCHEDULE B
POSITIONS GROUPED BY SALARY GRADE LEVEL**

Grade Level	Position Title
A	Library Aide
B	Office Clerk
C	Senior Office Clerk, Utility Clerk, Court Clerk
D	Accounting Tech, Deputy City Recorder, Municipal Judge, Building Permit Specialist
E	Recreation Coordinator, City Recorder, Library Director
F	Associate Planner, Certified City Recorder, Human Resources Analyst
G	Golf Course Superintendent, Golf Course Administrative Supervisor
H	Building Inspector, IT Specialist
I	Administrative Services Manager, Development & Recreation Manager, Public Works Supervisor, Senior Planner, Human Resources Manager
J	Public Works Superintendent, Principal Planner, Police Sergeant
K	Parks & Recreation Director, Building Official
L	Community Development Director, Police Lieutenant
M	Public Works Director
N	Finance & Administrative Services Director, Police Chief
by Contract	City Manager

SCHEDULE C (Annual)

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A	34,380	35,436	36,552	37,668	38,832	40,044	41,268	42,552	43,872
B	41,508	42,804	44,112	45,480	46,908	48,348	49,836	51,384	52,968
C	46,260	47,688	49,164	50,676	52,248	53,868	55,524	57,240	59,016
D	48,948	50,448	52,020	53,628	55,284	57,000	58,764	60,576	62,448
E	57,384	59,148	60,984	62,868	65,208	66,816	68,880	71,004	73,200
F	69,444	71,232	73,056	74,916	76,848	78,816	80,832	82,872	84,948
G	72,660	74,352	76,080	77,844	79,656	81,516	83,412	85,320	87,300
H	74,820	76,680	78,588	80,556	82,584	84,648	86,772	88,944	91,164
I	80,556	82,212	83,880	85,596	87,348	89,124	90,948	92,820	94,692
J	86,688	88,464	90,276	92,136	93,996	95,904	97,872	99,864	101,892
K	93,012	94,908	96,852	98,820	100,848	102,900	105,000	107,148	109,332
L	99,564	101,592	103,656	105,780	107,940	110,136	112,392	114,684	116,436
M	101,124	103,716	106,392	109,104	111,912	114,780	117,732	120,744	123,840
N	109,524	114,240	118,956	123,684	128,424	133,392	138,372	143,340	148,344

LETTER OF UNDERSTANDING

By and Between
 Umatilla Police Officers Association
 and
 City of Umatilla

Re: Attachment A – Modification to Pay Tables

The parties, based upon the current economic conditions mutually agree to make the following changes to pay tables set forth in Attachment A of the current 2021 – 2024 Collective Bargaining Agreement (CBA), all other portions of the CBA shall remain unchanged.

Effective December 1, 2022 the Employer agrees to increase the current wages of all bargaining unit members by an amount equal to three and one-half percent (3.5%) and to apply the same percentage to the 2022 pay table, as well as, modifying the July 1, 2023 pay table to apply the previously negotiated increases to the new 2022 rates as follows:

12/1/2022 (3.5% increase)			Scale P1					
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo
\$4,947	\$5,169	\$5,404	\$5,642	\$5,898	\$6,160	\$6,437	\$6,728	\$6,963
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr
\$59,364	\$62,028	\$64,848	\$67,704	\$70,776	\$73,920	\$77,244	\$80,736	\$83,556
12/1/2022 (3.5% increase)			Scale P2					
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo
\$4,112	\$4,296	\$4,490	\$4,691	\$4,902	\$5,119	\$5,351	\$5,592	\$5,788
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr
\$49,344	\$51,552	\$53,880	\$56,292	\$58,824	\$61,428	\$64,212	\$67,104	\$69,456

7/1/2023 (3.5% increase)			Scale P1					
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo
\$5,120	\$5,350	\$5,593	\$5,839	\$6,104	\$6,376	\$6,662	\$6,963	\$7,207
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr
\$61,440	\$64,200	\$67,116	\$70,068	\$73,248	\$76,512	\$79,944	\$83,556	\$86,484
7/1/2023 (3.5% increase)			Scale P2					
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo
\$4,256	\$4,446	\$4,647	\$4,855	\$5,074	\$5,298	\$5,538	\$5,788	\$5,991
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr
\$51,072	\$53,352	\$55,764	\$58,260	\$60,888	\$63,576	\$66,456	\$69,456	\$71,892

CITY OF UMATILLA

**UMATILLA POLICE OFFICERS
ASSOCIATION**

DAVID STOCKDALE
City Manager

STEPHAN VANDEVER
President

Date

Date

LETTER OF UNDERSTANDING

By and Between
Teamster Local Union No. 670
and
City of Umatilla.

Re: Appendix A – Modification to Pay Tables

The parties, based upon the current economic conditions mutually agree to make the following changes to pay tables set forth in Appendix A of the current 2022 – 2025 Collective Bargaining Agreement (CBA), all other portions of the CBA shall remain unchanged.

Effective December 1, 2022 the Employer agrees to increase the current wages of all bargaining unit members by an amount equal to three and one-half percent (3.5%) and to apply the same percentage to the 2022 pay table, as well as, modifying the July 1, 2023 and July 1, 2024 pay tables to apply the previously negotiated increases to the new 2022 rates as follows:

Wage rates effective December 1, 2022

Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Worker 1	\$3,799	\$3,916	\$4,037	\$4,162	\$4,291	\$4,560	\$4,847
Maintenance Worker 2	\$4,020	\$4,144	\$4,271	\$4,404	\$4,540	\$4,825	\$5,128
Lead	\$4,712	\$4,857	\$5,008	\$5,164	\$5,354	\$5,656	\$6,012
Temporary Worker	\$15.00 - \$17.00						
Seasonal Worker	\$15.00 - \$17.00						

Wage rates effective July 1, 2023 includes an increase of 1.75%

Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Worker 1	\$3,866	\$3,985	\$4,107	\$4,235	\$4,366	\$4,640	\$4,932
Maintenance Worker 2	\$4,090	\$4,217	\$4,346	\$4,481	\$4,619	\$4,910	\$5,218
Lead	\$4,795	\$4,942	\$5,096	\$5,254	\$5,448	\$5,755	\$6,118
Temporary Worker	\$15.50 - \$17.50 (all current + \$0.50)						
Seasonal Worker	\$15.50 - \$17.50 (all current + \$0.50)						

Wage rates effective July 1, 2024 includes an increase of 2.0%

Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Worker 1	\$3,943	\$4,065	\$4,189	\$4,319	\$4,454	\$4,733	\$5,030
Maintenance Worker 2	\$4,172	\$4,301	\$4,433	\$4,571	\$4,711	\$5,008	\$5,323
Lead	\$4,891	\$5041	\$5,198	\$5,359	\$5,557	\$5,870	\$6,240
Temporary Worker	\$16.00 - \$18.00 (all current + \$0.50)						
Seasonal Worker	\$16.00 - \$18.00 (all current + \$0.50)						

CITY OF UMATILLA

TEAMSTERS LOCAL UNION NO. 670

DAVID STOCKDALE
City Manager

MICHAEL BERANBAUM
Secretary-Treasurer

Date

Date