



MONDAY, NOVEMBER 18, 2019
CITY COUNCIL MEETING AGENDA
Regular meeting 6:00 p.m. (please note time)
Scappoose Council Chambers
33568 East Columbia Avenue

| ITEM AGENDA TOPIC | Action |
|--|-------------------------------------|
| Call to Order | |
| Pledge of Allegiance | |
| Roll Call | |
| Approval of the Agenda | |
| Public Comments | |
| 1. Consent Agenda ~ November 4, 2019 City Council meeting minutes | |
| <u>Old Business</u> | |
| 2. Ordinance No. 886: An Ordinance Making Certain Determinations and Findings Relating to and Approving the Scappoose Urban Renewal Plan and Directing that Notice of Approval be Published | Second Reading/Approval |
| Staff: Assistant to City Manager Alexandra Rains and City Planner Laurie Oliver | |
| <u>New Business</u> | |
| 3. Ordinance No. 887: An Ordinance Amending the Scappoose Municipal Code Title 9, Chapter 9.16 | Public Hearing/First Reading |
| Staff: Chief Norm Miller | |
| 4. IGA with Columbia County Use of Deadly Physical Force Planning Authority | Approval |
| Staff: Chief Norm Miller | |
| 5. IGA for Columbia County Major Crimes Team | Approval |
| Staff: Chief Norm Miller | |
| 6. IGA with Columbia County for Law Enforcement Services | Approval |
| Staff: Chief Norm Miller | |
| 7. Housing Strategy Implementation Contract | Approval |
| Staff: City Planner Laurie Oliver | |
| 8. Discussion on cancelling the December 2, 2019 City Council meeting | |
| Announcements ~ information only | |
| 9. Calendar | |
| City Manager, Police Chief, Councilors, and Mayor | |
| Adjournment | |

This meeting will be conducted in a handicap accessible room. If special accommodations are needed, please contact City Recorder, Susan Reeves at (503) 543-7146, ext. 224 in advance.

TTY 1-503-378-5938

1.

MONDAY, NOVEMBER 4, 2019
TOUR OF THE WASTEWATER PLANT, 5:30 p.m.
34485 East Columbia Avenue

CITY COUNCIL MEETING AGENDA
Regular meeting 7:00 p.m.
Scappoose Council Chambers
33568 East Columbia Avenue

Call to Order

Mayor Burge called the City Council meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call

| | | | |
|------------------|-------------------|---------------|-------------------------------------|
| Scott Burge | Mayor | Michael Sykes | City Manager |
| Patrick Kessi | Council President | Norm Miller | Police Chief |
| Megan Greisen | Councilor | Susan Reeves | City Recorder |
| Joel Haugen | Councilor | Kevin Turner | Treatment Plant Supervisor |
| Josh Poling | Councilor | Dave Sukau | Public Works Director (in audience) |
| Brandon Lesowske | Councilor | | |
| Pete McHugh | Councilor | | |

Excused: Legal Counsel Peter Watts

Press: none

Approval of the Agenda

Councilor Poling moved, and Council President Kessi seconded the motion to approve the agenda. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

Public Comments

Matt Kreins, Scappoose, explained he was here to ask a question regarding property the City is buying.

Mayor Burge replied the City is not buying the property. He explained the only thing the City would be doing is enforcing the rules for development of the property.

Consent Agenda ~ October 14, 2019 Special City Council meeting and October 21, 2019 City Council meeting minutes

Council President Kessi moved, and Councilor Greisen seconded the motion to approve the Consent Agenda ~ October 14, 2019 Special City Council meeting and October 21, 2019 City Council meeting minutes. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

New Business

Res No. 19-20: A Resolution of the Council of the City Of Scappoose Authorizing the City Manager to Enter Into a Loan Agreement Made Available by Oregon Clean Water State Revolving Fund to Apply to the Wastewater Master Plan CIP Phase I Improvements at the Wastewater Treatment Plant

Treatment Plant Supervisor Kevin Turner explained the Master Plan Update was prepared to identify a logical path forward for improvements to the Scappoose Wastewater Treatment Plant (WWTP) for the next twenty years. Treatment facility improvements needed to accommodate projected growth in the wastewater service area, maintain assets, and accommodate anticipated future regulatory requirements were identified and scheduled through a 20-year Capital Improvement Program (CIP). The CIP has been structured into 4 phases starting with the most critical improvements needed to continue effective treatment and requiring significant financial investment. Staff has presented on the details of the Wastewater Master Plan during several Council work sessions and Council authorized staff to proceed with the loan application during their regular meeting on April 02, 2018. Since then, staff has worked with Oregon Department of Environmental Quality (DEQ) to fulfill multiple loan requirements. The City is now ready to enter into the loan agreement for Phase I of the Capital Improvement Plan as identified in the 2018 Wastewater Master Plan. The Clean Water State Revolving Fund loan request is for \$6,430,600. The financial forecast has been presented to Council in previous work sessions. An annual rate increase of 5% was started in July 2019 to position the City to make the future loan payments. Staff recommends City Council authorize staff to proceed with the Clean Water State Revolving Fund loan (15 year @ 1.59%) for design and construction for Phase I improvements of the CIP as indicated in the 2018 Wastewater Treatment Facility Plan final draft. He explained this works like a line of credit.

| Phase I Improvements | | |
|--------------------------------|--------------|--------------------|
| Springlake Lift Station | | \$271,600 |
| UV Disinfection | | \$616,600 |
| Hydraulic Improvements | | \$519,700 |
| Secondary Clarifier | | \$4,590,100 |
| Aerobic Digester | | \$432,600 |
| | Total | \$6,430,600 |

Mayor Burge asked what will be the first project?

Treatment Plant Supervisor Kevin Turner replied the bulk of the first project will be the engineering, the design of the plant which will encompass the four phases to make sure everything works in the future, but the priority item is the secondary clarifier.

Councilor Lesowske stated because of the increases to the rate that will take place because of this loan being passed through, he would like to make sure we are continuing to share water conservation tips in the newsletter or via the website so citizens are aware on how they can potentially offset the amount of water they were using because it might be somewhat of a spike in their overall bill. He thinks it is great if the City can provide that to the citizens.

Councilor Greisen stated also as much information as we can give them explaining why they will see an increase in their bill.

Councilor Haugen moved, and Council President Kessi seconded the motion that Council authorize staff to proceed with the Clean Water State Revolving Fund loan for the amount \$6,430,600 for phase I improvements of the CIP as indicated in the 2018 Wastewater Treatment Facility Plan final draft. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

Calendar

Mayor Burge went over the calendar.

City Manager, Police Chief, Councilors, and Mayor

City Manager Sykes explained Council has a copy of his report. He mentioned that the community survey has been mailed out and is also online. He explained we have had a pretty significant response already in just over two weeks. He explained we will be collecting the surveys until December. He explained he, Joel and Pete attended the City/County meeting in Vernonia. He explained open house to discuss the work on Columbia Avenue was pretty well attended and he thinks staff and Tapani did a good job of addressing questions and concerns. He really thinks that taking a step back, holding an open house and giving people a chance to ask questions helped mitigate a potential situation.

Chief Miller explained on Halloween the Scappoose Police Department gave away over 1,200 bags to the schools. They also had Halloween/Hot chocolate night in which they gave away approximately 150 cups of cocoa. He explained the next event is Doughnut Day on December 14, in front of the Scappoose Middle School.

Council President Kessi stated Halloween was a great night and people were safe. He did see Police presence on the streets as well, it was a good night and good for the community.

Councilor Haugen explained he attended the last City of St. Helens City Council work session and offered the suggestion that sometime early in 2020 they get together for a collaborative meeting between the two Councils and see what areas they can work together, just kind of a informal gathering where they can through out some ideas.

City Manager Sykes explained staff did hear from the City of St. Helens and we will work with them on some dates/times and let Council know.

Councilor Lesowske explained recently he was able to attend the Scappoose High School Boys Community Night for their soccer match with the City of St. Helens. He explained it was nice to see the turn out of the community creating a community event. He explained the soccer club just finished up and it was great to see so many people watching the players and the team represented our community well. He explained he spoke with the coach of the Scappoose Mat Club and they will be hosting a tournament at the end of the month, which is great opportunity for us to cheer on the boys and girls that are participating. He explained we just had day light savings time, hopefully it is a thing of the past, but he is reminding everyone to please be very cautious in the evenings. He explained he saw a study that there is a 30% increase of evening accidents after day light savings. He stated please turn in your ballots. He also saw Officers out and about on Halloween, which he really appreciates having the presence out there.

Adjournment

Mayor Burge adjourned the Council meeting at 7:17 p.m.

Mayor Scott Burge

Attest:

City Recorder Susan M. Reeves, MMC

City of Scappoose
Council Action & Status Report

Date Submitted: November 13, 2019
Agenda Date Requested: November 18, 2019
To: Scappoose City Council
Through: Planning Commission
From: Laurie Oliver, CFM, Planning Department
Supervisor and Alex Rains, Assistant to the
City Manager
Subject: Adoption of the Urban Renewal Plan

Type of Action Requested:

| | | | | | |
|--------------------------|--------------------------|----------------------|-------------------------------------|-------------------------------------|--------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Formal Action | <input type="checkbox"/> | <input type="checkbox"/> | Report Only |

Issue:

The Planning Commission held a public hearing regarding this proposal on September 12, 2019, and unanimously recommended approval by the City Council based on the findings of fact contained in the revised Planning Commission staff report dated September 11, 2019. Exhibit D of Ordinance 886, attached, contains the Planning Commission meeting minutes.

The Scappoose City Council held a public hearing on October 21, 2019 to gain input regarding the Council's consideration and potential adoption of the proposed Scappoose Urban Renewal Plan. After public verbal testimony, Council amended one of the projects in the plan to join the "Other Transportation" projects listed as # 1 (West Columbia Ave study of possible conversion to a two way street) and # 2 (Downtown parking study) so that the transportation studies are completed together in order to address concerns about the potential loss of on-street parking if W Columbia is converted to two way traffic in the future. A first reading of the ordinance (as amended) was completed October 21, 2019 and a second reading and vote on the ordinance to adopt the Plan will be held at the November 18, 2019 meeting.

Background:

The City of Scappoose hired ECONorthwest and Tiberius Solutions, LLC in 2018 to complete an urban renewal feasibility study to evaluate the benefits and drawbacks of using urban renewal as a tool to invest in infrastructure and other needed community projects in the City's industrial areas and downtown commercial core. After review of the feasibility study by the City Council, a team of ECONorthwest, Tiberius Solutions, LLC and Elaine Howard Consulting, LLC was hired to complete the Plan and Report Accompanying the Scappoose Urban Renewal Plan (Report).

As part of the preparation of the Plan and Report, a Technical Advisory Committee (TAC) was formed to review the boundary, projects and financial components of the urban renewal plan and report. The TAC met three times and provided direct input into the preparation of the Plan and Report. The City Council was briefed and provided input in March and May of 2019 and again when the formation of the Agency came before them for action in June of 2019.

An urban renewal survey was posted to the City website and copies were distributed with City utility bills in the early months of 2019. The survey solicited feedback on community goals for the downtown and industrial areas of the city, asked where the town center is or should be, and what improvements and investments could make the space more like a town center moving forward. Over 160 responses were received. The City's urban renewal consultant team asked similar questions and solicited feedback during their presentation and break out session at the city's Annual Town Meeting on March 2nd, 2019. They focused on educating the community on the basics of urban renewal and gathering feedback on goals and priorities. All information gathered during these two processes was then shared with the TAC and City Council in order to help inform their selection of projects for inclusion in the urban renewal plan.

During the same time period as the preparation of the Plan and Report, Zimmer Gunsul Frasca (ZGF) worked with staff and the community to prepare urban design concepts to be incorporated in future planning within the potential urban renewal area. These concepts were shared with the TAC and City Council.

Proposal:

The Scappoose Urban Renewal Area (Area), shown in Figure 1, consists of approximately 475.8 acres of land including rights of way. The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped. The Area has many properties that are undeveloped or underdeveloped and lacks sufficient infrastructure within the Area as identified in the Report.

The Plan contains goals, objectives, and projects for the development of the Area. The goals of the Plan are listed in Section IV of the attached Plan. The specific projects proposed in this Plan are outlined in Section V, VI of the Plan

and include Water/Sewer Improvements, Transportation, Other Transportation, Business and Property Owner Incentives, and Administration.

The overall purpose of the Plan is to use tax increment financing to overcome obstacles to the proper development of the Area.

Urban renewal is unique in that it brings its own financing source: tax increment financing. Tax increment revenues - the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established – are used to repay borrowed funds. The funds borrowed are used to pay for urban renewal projects. The Plan is projected to take 30 years of tax increment revenue collection.

Adoption Process:

The process for approval of the urban renewal plan will include the following steps, in accordance with ORS 457.

1. Preparation of a Plan including opportunity for citizen involvement.
2. Agency review of the proposed Plan and accompanying Report on August 19, 2019
3. Review and recommendation by the Scappoose Planning Commission on September 12, 2019.
4. Presentation of the Plan to the Columbia County Commission for a briefing on August 28, 2019.
5. Notice to citizens of consideration of an ordinance via utility bills in August.
6. Forwarding a copy of the proposed Plan and the Report to the governing body of each taxing district. The formal taxing districts letters were sent out on August 20, 2019.
7. Hearing by Scappoose City Council and adoption of the proposed Plan and accompanying Report by a non-emergency ordinance. The hearing and first reading of the Ordinance will be held on October 21, 2019 and the second reading and vote by City Council will occur on November 18, 2019. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Scappoose voters if a sufficient number of signatures are obtained on a referral petition.
8. The ordinance also calls for publication of a notice that the Council has adopted the ordinance, for the recording of the Plan by the Columbia County Clerk and for transmitting the Plan to the Columbia County Assessor.

Options:

1. Adopt proposed Ordinance 886, thereby accepting the findings in the CPA1-19 Planning Commission staff report dated September 11, 2019.

2. Adopt findings demonstrating that the application does not comply with the Scappoose Comprehensive Plan and deny the application.

Recommendation: Staff recommends that the Council adopt the Ordinance as presented.

Suggested Motion: N/A (Second reading of the ordinance)

Please find attached:

1. Ordinance 886 (exhibits were previously included but are not included with this staff report).
2. Amendment to the project list can be found below:

C. OTHER TRANSPORTATION

1. Transportation Studies:

West Columbia Avenue. Conduct a transportation study to determine the feasibility of converting West Columbia Avenue to two way traffic, including signal modification at US 30/Columbia Avenue. To address concerns about potential loss of parking to adjacent businesses, this study will be completed at the same time as the Parking Study listed below.

2. Parking:

Downtown parking study and public parking improvements

ORDINANCE NO. 886

AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE SCAPPOOSE URBAN RENEWAL PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

WHEREAS, the Scappoose Urban Renewal Agency ("Agency"), as the duly authorized and acting urban renewal agency of the City of Scappoose, Oregon, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has caused the preparation of the Scappoose Urban Renewal Plan attached hereto as Exhibit A (the "Plan"). The Plan authorizes certain urban renewal activities within the Scappoose Urban Renewal Area (the "Area"); and

WHEREAS, the Agency has caused the preparation of a certain Urban Renewal Report dated November 18, 2019 attached hereto as Exhibit B (the "Report") to accompany the Plan as required under ORS 457.085(3); and

WHEREAS, the Agency forwarded the Plan and Report to the Scappoose Planning Commission (the "Commission") for review and recommendation. The Commission considered the Plan and Report on September 12, 2019 and adopted the findings contained in the revised September 11, 2019 Planning Commission staff report attached hereto as Exhibit C, and determined that the Plan conformed with the Scappoose Comprehensive Plan. The September 12, 2019 Planning Commission meeting minutes are attached hereto as Exhibit D; and

WHEREAS, the Plan and the Report were forwarded on August 20, 2019 to the governing body of each taxing district affected by the Plan, and the Agency has thereafter consulted and conferred with each taxing district; and

WHEREAS, on August 28, 2019 the City met with representatives of Columbia County to review the Plan, including proposed maximum indebtedness for the Plan; and

WHEREAS, the City Council has not received any written recommendation from the governing bodies of the affected taxing districts; and

WHEREAS, the City caused notice of the hearing to be held before the Council on the Plan, including the required statements of ORS 457.120(3), to be mailed to utility customers within City's incorporated limits in the August utility bill mailing; and

WHEREAS, on October 21, 2019 the City Council held a public hearing to review and consider the Plan, the Report, the recommendation of the Scappoose Planning Commission and the public testimony received on or before that date and to receive additional public testimony; and

WHEREAS, the City Council found that the Plan conforms with all applicable legal requirements; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this Ordinance desire to approve the Plan.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SCAPPOOSE HEREBY ORDAINS THAT:

Section 1. The Plan complies with all applicable requirements of ORS Chapter 457 and the specific criteria of 457.095(1) through (7), in that, based on the information provided in the Report, the Scappoose Planning Commission Recommendation, and the public testimony before the City Council:

1. The process for the adoption of the Plan, has been conducted in accordance with the applicable provisions of Chapter 457 of the Oregon Revised Statutes and all other applicable legal requirements;
2. The area designated in the Plan as the Scappoose Urban Renewal Area (“Area”) is blighted, as defined by ORS 457.010(1) and is eligible for inclusion within the Plan because of conditions described in the Report in the Section “Existing Physical, Social, and Economic Conditions and Impacts on Municipal Services”, including the existence of inadequate streets and other rights of way, open spaces and utilities and underdevelopment of property within the Area (ORS 457.010(1)(E)(e and g);
3. The rehabilitation and redevelopment described in the Plan to be undertaken by the Agency is necessary to protect the public health, safety or welfare of the City because absent the completion of urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according the goals of the City’s Comprehensive Plan;
4. The Plan conforms to the Scappoose Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in Section XI of the Plan and in the Scappoose Planning Commission Recommendation;
5. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Plan and therefore the Plan does not include provisions to house displaced persons;
6. Adoption and carrying out the Plan is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in Sections IV,V,VI of the Report;
7. The City shall assume and complete any activities prescribed it by the Plan; and
8. The Agency consulted and conferred with affected overlapping taxing districts prior to the Plan being forwarded to the City Council.

Section 2: The Scappoose Urban Renewal Plan is hereby approved based upon review and consideration by the City Council of the Plan and Report, the Scappoose Planning Commission Recommendations, each of which is hereby accepted, and the public testimony in the record.

Section 3: The City Manager shall forward forthwith to the Agency a copy of this Ordinance.

Section 4: The Agency shall thereafter cause a copy of the Plan to be recorded in the Records of Columbia County, Oregon.

Section 5: The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Plan including the provisions of ORS 457.135, in the Columbia County Spotlight no later than four days following adoption of this Ordinance.

Attachments: Exhibit A – Scappoose Urban Renewal Plan
Exhibit B – Report on the Scappoose Urban Renewal Plan
Exhibit C – Scappoose Planning Commission Report and Recommendation on the Scappoose Urban Renewal Plan
Exhibit D – Scappoose Planning Commission Minutes from September 12, 2019 meeting

PASSED AND ADOPTED by the City Council this ____ day of November 2019 and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

First Reading: October 21, 2019

Second Reading:

Attest: _____
City Recorder Susan M. Reeves, MMC

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| CITY OF SCAPPOOSE |
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Council Action & Status Report

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|-------------------------------|---|
| Date Submitted: | November 11, 2019 |
| Agenda Date Requested: | November 18, 2019 |
| To: | Scappoose City Council |
| From: | Norm Miller, Chief of Police |
| Subject: | Amendment to Scappoose Municipal Code 9.16.040 Obstructing City Streets and Sidewalks, Unnecessary Noise, Removing 9.16.050, Playing ball games on streets |

TYPE OF ACTION REQUESTED:

☐ Resolution

☒ Ordinance

☐ Formal Action

☐ Report Only

ANALYSIS: Scappoose Municipal Code Chapters 9.16.040 Obstructing Streets and Sidewalks and 9.16.050 Playing Ball Games on Streets were reviewed in a work session with City Council on September 16, 2019. After reviewing Council's remarks and conferring with the City Attorney Peter Watts, staff is proposing new language be added and existing language be removed from SMC 9.16.040. The proposed changes are outlined below in Exhibit A:

EXHIBIT A

(Language to be omitted is ~~strikethrough~~, language additions are **underlined in bold**)

9.16.040 Obstructing streets and sidewalks.

A. It is unlawful for any person to place or deposit upon any street or sidewalk any article which ~~tends to prevents~~, ~~interrupts~~, or ~~obstructs the travel or free passage of~~, pedestrian ~~and or~~ vehicular traffic. ~~Or to stand upon any sidewalk or street crossing so as to prevent interrupt, or obstruct travel or free passage over the same by public or for~~

Request for Council Action

Any outdoor recreational activities that impede traffic, or create an unsafe condition are prohibited, unless expressly permitted by the City Manager, Police Chief or their designee. Any person who fails or refuses to disperse or move on when directed to do so by any peace officer **is guilty of violating this Code Section.**

B. Any violation of Section shall be a violation. (Ord. 521 8(a), 1986)

~~9.16.50 Playing ball games on streets. A. It is unlawful for any person or persons to play baseball, football or any other kind of ball game on the city streets.~~

~~B. A violation of this section shall be a violation (Ord. 521 8 (b), 1986)~~

FISCAL IMPACT: None.

RECOMMENDATION: Staff recommends Council adopt the amendment to Scappoose Municipal Code 9.16.040 as presented.

SUGGESTED MOTION: I move Council adopt Ordinance No. 887, an Ordinance amending the Scappoose Municipal Code Chapter 9.16.040 Obstructing Streets and Sidewalks as presented.

ORDINANCE NO. 887

**AN ORDINANCE AMENDING THE SCAPPOOSE MUNICIPAL CODE TITLE 9,
CHAPTER 9.16 (OFFENSES RELATING TO PROPERTY)**

WHEREAS, the City wishes to resolve ambiguities in its current Code; and

WHEREAS, the City wishes to clarify that active outdoor recreational activities that don't involve a ball, but impact traffic are also covered by this Code Section;

**NOW THEREFORE, THE COUNCIL OF THE CITY OF SCAPPOOSE ORDAINS AS
FOLLOWS:**

Section 1. Chapter 9.16 of the Scappoose Municipal Code is hereby amended as indicated in Exhibit A, attached hereto and hereby incorporated by reference.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. This ordinance is effective 30 days after passage.

PASSED AND ADOPTED by the City Council this ____ day of December, 2019, and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

First Reading:

Second Reading:

Attest: _____

Susan M. Reeves, MMC, City Recorder

EXHIBIT A

(Language to be omitted is ~~striketrough~~, language additions are **underlined in bold**)

9.16.040 Obstructing streets and sidewalks.

A. It is unlawful for any person to place or deposit upon any street or sidewalk any article which ~~tends to prevents, interrupts, or obstructs the travel or free passage of,~~ pedestrian and ~~or~~ vehicular traffic. ~~Or to stand upon any sidewalk or street crossing so as to prevent interrupt, or obstruct travel or free passage over the same by public or for~~ **Any outdoor recreational activities that impede traffic, or create an unsafe condition are prohibited, unless expressly permitted by the City Manager, Police Chief or their designee.** Any person who fails or refuses to disperse or move on when directed to do so by any peace officer **is guilty of violating this Code Section.**

B. Any violation of this Section shall be a violation. (Ord. 521 8(a), 1986)

~~9.16.50 Playing ball games on streets. A. It is unlawful for any person or persons to play baseball, football or any other kind of ball game on the city streets.~~

~~B. A violation of this section shall be a violation (Ord. 521 8 (b), 1986)~~

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| CITY OF SCAPPOOSE |
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Council Action & Status Report

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|-------------------------------|---|
| Date Submitted: | November 13, 2019 |
| Agenda Date Requested: | November 18, 2019 |
| To: | Scappoose City Council |
| From: | Norm Miller, Chief of Police |
| Subject: | Columbia County Use of Deadly Physical Force Planning Authority |

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action

☐ Report Only

ANALYSIS: Senate Bill 111 (2007) required the creation of local, comprehensive protocols to address the use of deadly physical force by Law Enforcement during the performance of their duties. Columbia County has previously developed and continues to promote an effective and comprehensive approach to these extremely important circumstances.

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

A copy of this agreement is provided as Exhibit A. The duration of this arrangement would be indefinite, it would renew automatically on the effective date until terminated by either the City or the County.

FISCAL IMPACT: None.

RECOMMENDATION: Staff recommends City Council authorize the City Manager to

Request for Council Action

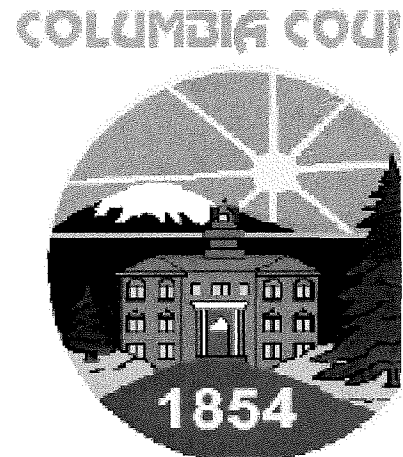
execute the Deadly Physical Force Plan Intergovernmental Agreement between the City of Scappoose and Columbia County Law Enforcement.

SUGGESTED MOTION: I move Council authorize the City Manager to execute the Deadly Physical Force Plan Intergovernmental Agreement between the City of Scappoose and Columbia County Law Enforcement Agencies as presented.

DEADLY PHYSICAL FORCE PLAN



JEFF AUXIER
COLUMBIA COUNTY DISTRICT ATTORNEY



BRIAN E. PIXLEY
COLUMBIA COUNTY SHERIFF

Columbia County
Use of Deadly Physical Force
Planning Authority

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Members of the Planning Authority

1. Columbia County District Attorney (co-chair)
2. Columbia County Sheriff (co-chair)
3. Chief Deputy, Columbia County Sheriff's Office
4. Lieutenant, Oregon State Police
5. Sergeant, Oregon State Police
6. Municipal Police Chief, Scappoose Police Department
7. Police Officer / Labor Union Representative, St. Helens Police Department
8. Public member at Large
9. Police Officer / Labor Union Representative, Rainier Police Department

On about April 1st, 2008, this Plan was approved by a unanimous vote of the Planning Authority, and submitted for approval to governing bodies of the following jurisdictions. On the _____ day of _____, 201, this document was reviewed, revised and adopted by unanimous vote and submitted for approval to the governing bodies.

| | |
|----------------------------|----------------------------------|
| Columbia County | Approved/ Disapproved |
| City of Scappoose | Approved/ Disapproved |
| City of St. Helens..... | Approved/ Disapproved |
| City of Columbia City..... | Approved/ Disapproved |
| City of Rainier..... | Approved/ Disapproved |
| City of Clatskanie | Approved/ Disapproved |
| City of Vernonia | Approved/ Disapproved |
| Oregon State Police..... | Approved/ Disapproved |

Upon receiving a vote of approval from 2/3 or more of the above jurisdictions, this Plan was submitted to the Attorney General, who approved the Plan on _____, 2019.

Preamble

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

Section 1: Administration

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be nine (9) voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.
- (4) Any meeting of a quorum of the voting members of the Planning Authority is subject to Oregon's open meeting law.

Section 2: Applicability of the Plan

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

Section 3: Definitions

| | |
|-----------------------|---|
| Agency | Means the law enforcement organization employing the officer who used deadly physical force. |
| Plan | Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies within Columbia County, and approved by the Attorney General. Any approved revisions shall become a part of the Plan. |
| Police Officer | Means a police officer or reserve officer as defined in ORS 181.610 and who is employed by a law enforcement agency to enforce the criminal laws of the State of Oregon. |
| Deadly | Means physical force that under the circumstances in which it is used is |

| | |
|--------------------------------|---|
| Physical Force | readily capable of causing death or serious physical injury, as defined in O.R.S. 161.015(3) |
| Serious Physical Injury | Has the same meaning as “serious physical injury” as defined in ORS 161.015(8). |
| Physical Injury | Means impairment of physical condition or substantial pain that does not amount to “serious physical injury.” |
| Involved Officer | Means the person whose official conduct, or official order, was the cause in fact of the death of a person. “Involved Officer” also means an officer whose conduct was not the cause in fact of the death, but who was involved in the incident before or during the use of deadly physical force, including a “witness officer,” and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma. |
| Body-Cam | Means an audio / video recorder that is worn on the person of the officer and is used to create a real-time recording of an incident or event that occurs within the “view” of the camera. |
| Dash-Cam | Means an audio / video recorder that is mounted on or within a law enforcement vehicle and may include multiple cameras at different locations on or within the vehicle. The Dash-Cam is used to create a real-time recording of an incident or event that occurs within the “view” of the camera(s). |

Section 4: Immediate Aftermath

- (1) When an officer uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety of the officer and any member of the public.
 - (a) After taking such steps, the officer shall immediately notify his or her agency of the use of deadly physical force.
 - (b) Thereafter, the officer, if able, shall take such steps as are reasonably necessary to preserve the integrity of the scene and to preserve evidence.
 - (c) Upon request, the officer shall provide a preliminary Public Safety Statement regarding the circumstances of the incident or event as is necessary to protect persons and property, identify outstanding suspects, direction of travel, discharge of firearm(s), preserve any evidence, and to provide a framework for the investigation.

The on-scene supervisor shall use the Public Safety Statement card that is provided by the supervisor's employing agency, as mentioned in section 9(2) and listed in Appendix "A" of this plan, to conduct the Public Safety Statement interview with the involved officer(s). If possible, only the on-scene supervisor and the involved officer should be present during the Public Safety Statement. If multiple officers are involved, the same supervisor should conduct the Public Safety Statement with each involved officer individually.

The on-scene supervisor shall read each of the questions on the Public Safety Statement card provided as-written and shall write down the involved officer's responses.

Details of the incident learned from the Public Safety Statement(s) should be used to guide the course of the investigation.

- (2) If the use of deadly physical force results in physical injury only, the Agency may employ its own resources to investigate and document the incident.
 - (a) This section does not prohibit the Agency from requesting investigative assistance from an outside law enforcement agency.

Section 5: Serious Physical Injury/Death

When the use of deadly physical force results in death or serious physical injury to any person, in addition to the requirements of Section 4 (1) of this Plan, and notwithstanding agency policy, the following provisions apply:

- (1) Upon the arrival of additional officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4 (1) of the Plan, and the duties shall be re-assigned to uninvolved police personnel.
- (2) As soon as practicable, each Involved Officer shall leave the scene, as directed by his or her supervisor, and be offered an opportunity for a medical examination. If the officer is not in need of medical treatment, the officer shall be taken to the Agency office or other designated secure location. If requested by the Involved Officer, the officer's union representative shall be notified.

As soon as is practicable, and prior to each officer leaving the scene, if possible, each involved officer will be photographed fully.

- (3) As soon as practicable, the duty weapon of any officer who fired their weapon shall be seized by investigators, and replaced with a substitute weapon, if appropriate. The seizure of the weapon will include a count of expended or

unexpended rounds in the weapon and their relative position in the weapon at the time of the examination by investigators.

Any officer who was in the immediate vicinity where weapons were fired shall have their duty weapon(s) inspected for indication of firing and seized if the weapon reasonably appears to have been discharged. Any weapon seized pursuant to this section will undergo an examination of the weapon as described earlier in this section.

Photographs depicting the results of the above-described weapons examination will be taken of all weapons seized.

(4) Interview of an “Involved Officer”:

As used in this section “interview” refers to formal interview of the officer by assigned investigative personnel that occurs a reasonable time after the incident, and after the officer has had an opportunity to consult with counsel, if so desired.

- (a) The interview of the involved officer(s) who discharged a firearm during a use of deadly physical force incident resulting in death or serious physical injury, shall occur after a reasonable period of time to prepare for the interview and taking into account the emotional and physical state of the officer(s). The interview shall occur no sooner than 48 hours after the incident, but may occur later than 48 hours as set by any pertinent Collective Bargaining Agreement, unless this waiting period is waived by the officer.
- (b) The waiting period does not preclude an on-scene preliminary Public Safety Statement interview with the officer(s) to assess and make an initial evaluation of the incident.
- (c) The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies.
- (d) The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation shall be permitted access to the scene. When it is determined that no evidence will be contaminated or destroyed, the officer(s) involved may conduct a “walk through” to assist in the investigation.

The “walk through” will be attended by investigators. Involved officers who participate in the “walk through” may be accompanied by legal counsel, an accompanying officer, or both. The “walk through” will be recorded using either audio or audio/video equipment.

Prior to being interviewed, involved officers may view only those body-cam recordings that were captured by camera(s) that were worn on their own person and may view no other recordings from body-cams worn by other officers.

Prior to being interviewed, involved officers may view only those dash-cam recordings that were captured by audio / video equipment installed on or within the law enforcement vehicle the involved officer was driving or was a passenger in when the law enforcement vehicle arrived at the location the recording was captured, and may view no other dash-cam recordings.

- (5) For at least 72 hours immediately following an incident in which the use of deadly physical force by a police officer resulted in the death of a person, a law enforcement agency may not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force.
- (6) Officer(s) involved in discharging his or her firearm that results in death or serious physical injury shall immediately be placed on administrative leave until such time as sufficient information exists to determine the justification in the use of deadly physical force and that the officer(s) have had an opportunity for mental health counseling with an outcome that no issues would preclude the officer(s) from performing the duties of a police officer.
- (7) In the 6 months following a use of deadly physical force incident that results in a death, or at any time the jurisdictional agency head deems appropriate, the Agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling.
 - (a) At agency expense, the involved officer (s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
 - (b) The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (8) After consultation with the involved officer, the Agency or officer shall notify the officer's family according to the Agency's SOP, order or other policy regarding such notification.
- (9) As soon as practicable after the arrival of a supervisor, notification shall be made to the District Attorney as provided in Section 7(1) of this Plan.

- (a) This provision does not prevent the Agency from requiring additional notification requirements within their respective agency policies.
- (10) In the event of a use of deadly force that results in death or serious physical injury, the investigation shall be conducted by the Columbia County Major Crime Team (M.C.T.), pursuant to the existing written agreement creating the MCT, which has been adopted and approved by each jurisdiction employing a law enforcement agency. At a minimum, the agreement shall provide for:
- (a) A mission statement.
 - (b) Who will be the supervisor of the investigating officers, and the manner in which conflicts of interest will be resolved.
 - (c) The membership of the team, and the manner for selecting the members.
 - (d) Investigative protocols that do not conflict with the requirements of this Plan.
 - (e) Training of the members in the investigation of use of deadly force incidents.
 - (f) The assignment of at least one officer from an agency other than the involved officer's agency.
 - (g) The assignment of at least one officer from the involved officer's agency.
- (11) In the event that a conflict exists in the use of the M.C.T., the Involved Officer's Agency and the District Attorney shall consult and determine the appropriate manner in which the investigation will proceed.
- (12) The assignment of outside investigative personnel does not preclude the agency involved from conducting an investigation for administrative purposes as established by that agency and as set forth in the M.C.T. agreement. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (13) In order to preserve the integrity of the investigation and prosecution, if one occurs, the scene supervisor and investigative supervisor shall notify all involved officers to refrain from making public statements about the investigation, until

such time as the investigation has concluded and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.

- (14) The Agency shall designate a representative to make an initial public statement about the incident. Such statement shall include:
 - (a) The time and place of the incident.
 - (b) The condition of any suspect.
 - (c) The nature of the use of deadly physical force.
- (15) Prior to a final determination being made by the District Attorney, the District Attorney and the primary investigative agency shall consult with each other and make a public release of information as is deemed appropriate.

Section 6: Investigation Protocols

- (1) The investigation, at a minimum, shall consist of:
 - (a) Eyewitness interviews.
 - (b) Evidence collection.
 - (c) Scene documentation.
 - (d) Background interviews.
 - (e) Involved Officer interview(s)
- (2) The investigation shall be documented in written reports:
 - (a) The MCT shall include in the Standard Operating Procedure, a provision regarding the filing of reports regarding the criminal investigation. All police reports regarding the criminal investigation shall be made available to the MCT.
 - (b) Following any use of force by a police officer who is employed by any Columbia County law enforcement agency, that results in the death of a person, the employing law enforcement agency, or designee, shall promptly report the following information to the Oregon Department of Justice and to the Plan Administrator:
 - i. The name, gender, race, ethnicity and age of the decedent.
 - ii The date, time and location of the incident.

- iii A brief description of the circumstances surrounding the incident.
- (c) All police reports shall be provided to the District Attorney and to the designated Plan Administrator, as identified in Section 10 of this plan.

Section 7: District Attorney

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

Section 8: Debriefing

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

The requirements of this section provide a minimum framework, and are not intended to take the place of Agency policy. Agencies are encouraged to develop formal procedures to deal with an officer's stress response following a use of deadly force incident. Such policies should include a procedure that is implemented from the time of the incident and continue over time.

- (1) Upon a final determination by the District Attorney, the Agency shall conduct an internal review of the matter for compliance with agency policy. Such review, at a minimum shall include a review of the incident with the involved officer.
- (2) If the incident is of such a magnitude that agency-wide morale is implicated, the Agency shall take such steps as it deems necessary to ensure professional police services are provided, and to develop strategies to restore morale.
- (3) Each agency shall provide for a process for any officer who makes a request, to participate in a critical incident debriefing.
- (4) If available, agencies should encourage officers to take advantage of Employee Assistance Programs, and if appropriate, agencies should request assistance from other agencies that may have in place formal programs for dealing with critical incidents.

Section 9: Reporting, Training, Outreach

- (1) Each law enforcement agency within Columbia County shall promulgate a policy addressing the Use of Deadly Physical Force by its police officers. Each law enforcement agency within Columbia County shall submit a copy of their policy addressing the use of Deadly Physical Force to the Administrator of the plan for inclusion in the plan. The Administrator of the plan shall include the policy from each agency in the plan and ensure that all policies are submitted by agencies as required. Each law enforcement agency within Columbia County, shall include in the agency policy regarding the Use of Deadly Force, a provision regarding engaging members of the community in a discussion regarding the agency's policies on the use of deadly force, and well as discussions regarding the use of deadly force by the agency's personnel.

- (2) Each law enforcement agency within Columbia County shall provide a copy of this Plan to every officer, incorporate the plan into agency policy documents and provide training to officers on the implementation of the plan. Additionally, each agency will provide necessary materials to supervisors of their agency so the supervisors have the Public Safety Statement questions listed in Appendix "A" available for use at the scene of a use of deadly force investigation.
- (3) Upon the conclusion of the investigation, the announcement by the District Attorney pursuant to Section 7(3) of this Plan, and the debriefing, the Agency shall complete the Attorney General's report regarding the use of force, and submit the report to the District Attorney, Plan Administrator (see Section 10) and the Attorney General.
- (4) Each agency that is a signer to this agreement shall abide by the conditions and requirements set forth in Senate Bill 111 and in ORS 181.640 or any subsequent DPSST rule or O.A.R. developed pursuant to the bill. Each agency shall develop an internal monitoring system to ensure compliance with this section.
- (5) Pursuant to Section 10 of this agreement, a Plan Administrator will be selected. The Plan Administrator will take steps to publicize the existence and content of this plan, including but not limited to public meetings and discussions and media releases. The Plan Administrator will cause public notification of this plan to occur on an annual basis.
- (6) Prior to the adoption of this Plan, the Planning Authority shall take steps to engage the Columbia County community in a discussion regarding the purpose of the Plan, and the elements contained therein. Such steps shall include, but are not limited to general public release of the draft, discussion with the media, providing the draft to agency employees, union representatives, elected officials, and members of relevant boards or commissions.

Section 10: Fiscal Impact

- (1) At the conclusion of each fiscal year following the adoption of the Plan, each agency shall submit to the administrator of the Plan, a report outlining the fiscal impact of each element of the Plan as described in Sections (a) to (e) of Section 2 (4) of Senate Bill 111, Oregon Laws 2006.

The administrator of the plan shall be selected pursuant to a majority vote of the members of the Deadly Physical Force Planning Authority from willing candidate agencies.

Section 11: Plan Revision

- (1) The Planning Authority shall meet, at least, annually to review and discuss the operation of the Plan and the MCT.
- (2) If a revision of the Plan becomes advisable, based on the experience of agencies signing this agreement, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by Senate Bill 111.

Section 12: Signatures

CITY OF ST. HELENS

By: _____
Rick Scholl, Mayor

Date Signed _____

Attest: _____
John Walsh, City Administrator

APPROVED AS TO FORM

City Attorney

CITY OF SCAPPOOSE

By: _____
Scott Burge, Mayor

Date Signed _____

Attest: _____
City Manager

APPROVED AS TO FORM

City Attorney

CITY OF COLUMBIA CITY

By: _____
Casey Wheeler, Mayor

Date Signed _____

Attest: _____
City Administrator

APPROVED AS TO FORM

City Attorney

CITY OF RAINIER

By: _____
Jerry Cole, Mayor

Date Signed _____

Attest: _____
City Administrator

APPROVED AS TO FORM

City Attorney

CITY OF CLATSKANIE

By: _____
City Manager

Date Signed _____

CITY OF VERNONIA

By: _____
Rick Hobart, Mayor

Date Signed _____

Attest: _____
City Administrator

APPROVED AS TO FORM

City Attorney

COUNTY OF COLUMBIA

By: _____
Margaret Magruder, County Commissioner

Date Signed _____

By: _____
Henry Heimuller, County Commissioner

By: _____
Alex Tardif, County Commissioner

Attest: _____
Board Secretary

APPROVED AS TO FORM

Sarah Hanson, County Counsel

OREGON STATE POLICE

By: _____
Lt. Andrew Merilla

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|--------------------------|
| CITY OF SCAPPOOSE |
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Council Action & Status Report

Date Submitted: November 13, 2019

Agenda Date Requested: November 18, 2019

To: Scappoose City Council

From: Norm Miller, Chief of Police

Subject: Intergovernmental Agreement
For Columbia County Major
Crimes Team

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action

☐ Report Only

ANALYSIS: In the event that a Major Crime happens within Columbia County, law enforcement needs to have all resources available to assist in the event. The Scappoose Police Department (SPD) last entered into this agreement in 2013 and it's in need of an update due to changes to existing laws and administrative turn over throughout Columbia County. The Sherriff, District Attorney and Police Chiefs of Columbia County reviewed and made minor changes to the agreement prior to its presentation to Council this evening. A copy of this agreement is provided as Exhibit A. The duration of this arrangement would be indefinite, it would renew automatically on the effective date until terminated by either the City or the County.

FISCAL IMPACT: None.

RECOMMENDATION: Staff recommends City Council authorize the City Manager to execute the Columbia County Major Crimes Team Intergovernmental Agreement between the City of Scappoose and Columbia County Law Enforcement.

SUGGESTED MOTION: I move Council authorize the City Manager to execute the Columbia County Major Crimes Team Intergovernmental Agreement between the City of Scappoose and Columbia County Law Enforcement Agencies as presented.

**INTERGOVERNMENTAL AGREEMENT
FOR COLUMBIA COUNTY MAJOR CRIMES TEAM**

This agreement is entered into this ____ day of _____, 2019 by and between the State of Oregon, by and through the Oregon State Police (the "State"), the City of Scappoose ("Scappoose"), the City of St. Helens ("St. Helens"), the City of Columbia City ("Columbia City"), the City of Rainier ("Rainier"), the City of Clatskanie ("Clatskanie"), the City of Vernonia ("Vernonia"), by and through their respective police departments, and Columbia County ("County") by and through its Sheriff's Office ("Sheriff") and District Attorney's Office ("DA"), which are referred to hereinafter in the singular as "agency or party", and collectively as "agencies or parties";

RECITALS

- A. WHEREAS, ORS 190.010 permits units of local government to enter into agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- B. WHEREAS, the parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid and mutual assistance between and among their law enforcement agencies for the investigation of major crimes; and
- C. WHEREAS, the parties desire to provide mutual aid and mutual assistance to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources; and
- D. WHEREAS, the parties desire to provide for an efficient system of implementing and coordinating interagency cooperation between their law enforcement agencies; and
- E. WHEREAS, the parties desire to provide specific guidelines, policies and procedures for the investigation of officer-involved incidents where deadly physical force is used; and
- F. WHEREAS, the parties entered into an Intergovernmental Agreement for the Columbia County Major Crimes Team in both 2004 and 2013, and desire to supersede those Agreements by the terms of this agreement;

NOW, THEREFORE, under authority of Chapter 190, Oregon Revised Statutes, and in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Intergovernmental Agreements for the Columbia County Major Crimes Team dated in 2004 and 2013, are hereby terminated.

2. DEFINITIONS AND FUNCTIONS: The following definitions shall have the following meaning when used in this Agreement. Functions are as stated for those defined entities.

- A. **Agency or party:** The parties to this Agreement and any public body as defined in ORS 30.260(4)(a) or 30.260(6) that later becomes a party to the Agreement.
- B. **Agency of Primary Responsibility (APR)** The agency whose geographical jurisdiction the major crime or event falls within. In the event the major crime or incident occurs within the city limits of an incorporated city, the city police department will be the APR. In the event the major crime or incident occurs in an unincorporated portion of Columbia County, the County will be the APR. In the event the major crime or incident occurs along State highways, State parks or on State property, the State will be the APR.

For an APR that is a city police department, the Chief of Police will be the Jurisdictional Agency Head. For an APR that is Columbia County, the Sheriff will be the Jurisdictional Agency Head. For an APR that is the State of Oregon, the Jurisdictional Agency Head shall be designated by a State official.

If the Jurisdictional Agency Head for any city police department is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Sheriff. If the Sheriff is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Oregon State Police.

- C. **Assistant Resource Coordinator:** The Assistant Resource Coordinator will be an individual selected by the MCU who will assist and support the activities of the Resource Coordinator. The Assistant Resource Coordinator shall be a full-time supervisor employed by an agency, but shall not be employed by the same agency as the Resource Coordinator. Following initial appointment by the MCU, the Assistant Resource Coordinator will serve a two-year term, beginning on an odd numbered year.
- D. **Deadly Force Incident:** A Deadly Force Incident is an incident involving two or more individuals and involving employees representing one or more agency. During the incident, force is used by a full-time, part-time, sworn, unsworn or volunteer police officer and the force used is readily capable of causing death or serious physical injury, based on the totality of the circumstances. The parties agree that the final determination of whether or not an incident is a "Deadly Force Incident" will be made within the parameters of the Columbia County Deadly Physical Force Plan, which is attached hereto as Exhibit 1, and is incorporated herein by this reference.
- E. **District Attorney:** The District Attorney should be notified of all MCT activations. The District Attorney will work with, or assign an attorney to work with, the APR and the MCT.
- F. **Incident Commander:** The Incident Commander (IC) manages, coordinates and directs all aspects of the overall incident or event, including a Major Crimes Team (MCT) response. Where the incident or event involves only law enforcement activities and resources, the role of IC will be filled by the Jurisdictional Agency Head. Should the scope of the incident or event require involvement beyond those of law enforcement (i.e. public works, medical, red cross, etc.) the IC will designate the Jurisdictional Agency Head as the Director of the Law Enforcement Branch.

Nothing in this document prohibits the Jurisdictional Agency Head from acting as IC. Where appropriate, the IC and the Law Enforcement Branch Director, (when designated), will employ the concepts of National Incident Management System and the Incident Command System, including Unified Command, in dealing with MCT training or incidents.

- G. **Investigator:** Officer assigned by the employing agencies to the role of investigator, see Section 4.E.
- H. **Lead Investigator:** The Lead Investigator is selected by the APR Jurisdictional Agency Head in consultation with the District Attorney, and is the individual responsible for the direction of the criminal investigation. The Lead Investigator's employing agency shall have the right to decline the assignment of their officer to the Lead Investigator position. Nothing in this agreement would prohibit the Resource Coordinator or the Assistant Resource Coordinator from acting as the Lead Investigator.
- I. **Major Crimes/Cases:** The team will be available to respond and investigate the following major crimes/cases;
- a. Homicide;
 - b. Deaths requiring criminal investigation;
 - c. Serial Crimes (i.e., rape);
 - d. Kidnap First Degree;
 - e. Other high profile, complex cases;
 - f. Conflict of interest cases
 - g. Deadly force incidents
- J. **Major Crimes Team-Command Unit (MCU):** The Police Chiefs and Sheriff of the agencies and the ranking member involved with the Oregon State Police, who have signed this agreement, shall jointly comprise the MCU. The MCU is responsible for management and supervision of the Major Crimes Team.
- K. **Medical Examiner:** The Medical Examiner should be notified of all MCT investigation where death of a human is involved and the circumstances of the death are as listed in ORS 146.090.
- L. **Mutual Aid:** The provision of additional personnel, equipment, or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to an emergency situation. The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation.
- M. **NIMS:** The National Incident Management System, an element of which is the Incident Command System (ICS.), and includes Unified Command.
- N. **Police Officer, Peace Officer, General Authority Oregon Police Officer:** Police Officer means a full-time, fully compensated police officer commissioned by the State of

Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended. For purposes of this agreement the term also includes full-time, part-time, sworn, unsworn or volunteer police officers.

- O. **Requesting Agency:** The agency requesting mutual aid.
- P. **Resource Coordinator:** The Resource Coordinator will be an individual selected by the MCU. The Resource Coordinator will be responsible for coordinating MCT deployment, providing training for the MCT and assisting the Incident Commander and the Lead Investigator. The Resource Coordinator shall be a full-time supervisor employed by an agency. Following initial appointment by the MCU, appointment to the Resource Coordinator position will be for a period of two (2) years, beginning on an even numbered year. No single agency shall provide the Resource Coordinator for two or more consecutive two-year appointment periods unless approved by the MCU.

3. TEAM COMPOSITION: The MCT shall be composed of:

- A. Incident Commander or Law Enforcement Branch Director,
- B. Lead Investigator;
- C. Resource Coordinator and Assistant Resource Coordinator; and
- D. Depending on availability, each agency will appoint at least one team member from their Police Officer staff. Ideally, each agency will appoint more than one member. Team members shall be non-probationary employees assigned by their employing agency heads or designee.
- E. Each agency may assign non-police resources to the team, as available. (i.e. Evidence Technician, Support Staff or Polygrapher)

4. ROLES AND FUNCTIONS OF TEAM MEMBERS:

- A. The Incident Commander (IC) shall be the manager of the event or incident and all subordinate groups and elements will report to the IC. Depending on the scope of the incident, the IC may be a City Mayor or some other non-law-enforcement official. In such an event, the IC will designate the Jurisdictional Agency Head as the Law Enforcement Branch Director. Depending on the complexity of the incident or event, the I.C. may create an Operations Section, Planning Section, Logistics Section and/or Finance/Admin Section and appoint the appropriate Section Chiefs.

The IC or Law Enforcement Branch Director may create additional branches or units as needed to support the investigation. These units may include but are not limited to a traffic control unit, a crime scene security unit, a chaplain unit, an evidence technician unit, a canine unit, etc.

The IC may create and staff the following positions, as needed, to support the IC

- Liaison Officer;
- Safety Officer;

- Public Information Officer (PIO).
- B. The Lead Investigator shall report to the I.C. or Law Enforcement Branch Director and will function as the practical head of the investigation. The Lead Investigator will lead and direct the actual investigation and function within the parameters set by the IC or Law Enforcement Branch Director, making assignments among team members and securing investigative resources, requesting additional investigators and releasing team members that are not needed to return to their agencies. Agencies agree that the IC / Law Enforcement Branch Director and the Lead Investigator have operational control of the major crime or incident and of the officers employed by agencies and assigned to the MCT response.

The Lead Investigator is responsible for briefing, or arranging briefings for the IC, Law Enforcement Branch Director or the Jurisdictional Agency Head and the assigned prosecutor from the District Attorney's Office as to the status of the case.

The Lead Investigator shall participate in the investigation, as deemed necessary and ensure that a complete and comprehensive investigation is conducted and that all related reports are submitted to the District Attorney's office for case review and prosecution consideration.

- C. The Investigators assigned to the MCT will conduct the investigation, control the crime scene, interview witnesses, collect and process evidence, examine the scene, direct and supervise forensic personnel and advise and consult with the District Attorney, other team members and the APR.
- D. The Resource Coordinator shall assist and support the Lead Investigator in the direction and management of the event or incident during team activation. The Resource Coordinator will be the person responsible for the coordinating MCT deployment, coordinating training for the MCT and assisting the MCU.

5. TEAM ACTIVATION:

- A. Each agency is responsible for keeping the Resource Coordinator or Assistant Resource Coordinator advised of the current primary and alternate MCT members, including their contact and alternate phone numbers. The Resource Coordinator or Assistant Resource Coordinator is responsible to keep Columbia 911 Communications District (C911CD) advised of the identity and contact information for all MCT members.
- B. The MCT may be activated by the agency head or designee for the APR any time a Major Crime occurs within the APR jurisdiction. An agency head may designate authority to activate the MCT to any member of its organization, as desired. Nothing in this agreement requires an agency or agency head to utilize the MCT for any investigation except as stated in section 9(H) below.
- C. Team activation shall be initiated by contacting the C911CD and directing that the MCT

be activated. C911CD will then follow the published protocol, provided by the Resource Coordinator, to activate the team.

- D. The Resource Coordinator or Assistant Resource Coordinator will contact the Agency Head, or designee, of the APR and determine the general facts surrounding the event that precipitated the call-out. The Resource Coordinator will then ensure that the preliminary team call-out already conducted by C911CD represents adequate preliminary staffing for the event to be investigated. The Resource Coordinator may alter or revise the preliminary call-out, as he/she deems necessary.

6. TERM OF AGREEMENT:

This Agreement shall be effective on the date last signed, below, and shall continue for a term of 5 years unless earlier terminated.

Thereafter, this agreement will automatically renew for an additional period of five years. Should an agency choose to withdraw from this agreement, the agency shall provide a minimum thirty (30) days advance written notice to the other agencies. Upon withdrawal of an agency, this agreement shall continue in effect for the remaining parties

- 7. **AMENDMENTS:** At any time after commencement of this agreement, any agency may request a modification of the terms and conditions. A request for modification shall be made in writing and shall provide the reason for the modification. Upon agreement of a majority of the parties to the modification, the agreement will be amended.

8. INDEMNITY:

SUBJECT TO THE LIMITS OF THE OREGON TORT CLAIMS ACT, AS SET FORTH IN ORS 30.260 TO 30.300 AND ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION, EACH PARTY SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS, THE OTHER PARTIES, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES FOR THE INDEMNIFYING PARTY'S TORTS AND FOR THOSE OF ITS OFFICERS, AGENTS AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT OR DUTIES AS SET FORTH IN ORS 30.265. NOTWITHSTANDING THE FOREGOING, NO PARTY SHALL BE REQUIRED TO INDEMNIFY THE OSP BEYOND THE LIMITATIONS ON LIABILITY OF LOCAL PUBLIC BODIES FOR PERSONAL INJURY AND DEATH AS SET FORTH IN SECTION 4, SENATE BILL 311, 2009.

9. DEADLY PHYSICAL FORCE

- A. In 2007 the Oregon Legislature approved Senate Bill 111, Oregon Laws 2007, which created the Columbia County Deadly Physical Force Planning Authority. As directed by the bill, the planning authority created and propagated the Columbia County Deadly

Physical Force Plan. In 2008 the plan was approved by all governing bodies in Columbia County and by the Oregon Attorney General and was signed by each of the bodies. The plan remains in force in Columbia County.

- B.** The Columbia County Deadly Physical Force Plan is attached hereto and made part hereof by reference and is labeled "Appendix A" to this agreement.
- C.** The parties agree that the Columbia County Deadly Physical Force Plan will be the controlling document when addressing incidents or events that fit within the parameters of that plan and nothing in this agreement will take precedence over that plan.
- D.** The parties agree that any time a police officer, in any of the parties' jurisdictions, uses deadly physical force that results in injury or death to any person, the public and the law enforcement profession demand a thorough, complete and fair investigation. The parties will continue to strive to obtain these goals and these standards are promulgated to result in the very best investigations possible. The purpose of this Agreement is to integrate the various police agencies in the county, in order to insure the continued high quality of investigations throughout the county, to provide training and experience to all agencies, to insure consistency, and to provide sufficient resources to guarantee that even the most complex situations are investigated in a comprehensive and timely manner.
- E.** To properly recognize and accommodate the various interests in the various rules of law which may be involved in any incident, investigation of these matters must be performed under two separate investigative formats: Criminal Investigation and Administrative Investigation. The policies and procedures set down in this agreement are specifically designated to provide defined guidelines for implementing and conducting a comprehensive criminal investigation. The criminal investigation has absolute investigative priority over any administrative investigation. The criminal investigation shall begin as soon after the incident has occurred as possible.
- F.** Any subsequent administrative investigation deemed to be appropriate will be the responsibility of the employing agency and, therefore, will not be addressed in this agreement. While the criminal investigators do not direct their investigative attention to administrative concerns, it is recognized by the member agencies that the results of the criminal investigation are an appropriate matter of interest to the employing agency for its internal use and the results of the criminal investigation shall be made fully available to the employing agency for that purpose.
- G.** Nothing in this agreement should be deemed to supersede member agency's personnel policies or procedures or any labor contracts with labor organizations or associations.
- H.** The use of deadly force by a sworn, unsworn or volunteer police officer in Columbia County shall be investigated by the MCT. Agency heads of the agencies hereby agree to waive their discretion in activating the MCT as defined in Section 5(B), above, for this defined set of incidents

- I. Nothing in this agreement precludes the employing agency from having full access to any involved officer and/or employee.

10. MISCELLANEOUS:

- A. Each MCT member is accountable to his/her agency for his/her conduct, performance and activities as a law enforcement officer.
- B. MCT members should attend any call-outs, critiques and training sessions.
- C. Officers (employees) of agencies will remain fully employed by their parent agencies and parent agencies agree to continue to provide all wages, benefits and Worker's Compensation coverage for their employees during the time their employees are assigned to the MCT for training, events or incidents. All parties to this Agreement expressly disavow any co-employment theory that would result in any party to this agreement being held liable for any wages, benefits or workers compensation for any agency officer (employee), other than their own employees, participating as a member of the MCT. Parent agencies retain ultimate authority over all aspects of the continued employment of their officers except that the parent agencies grant authority for operational management to the MCT commanders while that Agency employee is participating in MCT operations, call-outs and trainings. Officers (employees) will be held responsible for adherence to both the department policies of their parent agencies and the policies and procedures of the MCT. Prior to any deployment with the MCT, it shall be the responsibility of each individual MCT member to identify and bring to light any conflicts in policies between MCT policies and Agencies' policies so that any conflicts may be resolved.
- D. Each member agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each member agency shall pay for the repair or replacement of its own property.
- E. An agency (or its designee) will provide staff members as described herein to participate in an investigation based on the agency's ability to provide assistance, as determined in the sole discretion of the agency.
- F. All press releases shall be the responsibility of the APR and should be crafted in cooperation with the PIO designated by the IC. All press releases should be made available to the media via the designated PIO or Joint Information Center (JIC). The release of information must be approved by the MCT Incident Commander and by the Lead Investigator and, when reasonably possible, with the District Attorney or his/her designee.
- G. The member agencies agree that in the event they are the APR, they will take the following steps to support the investigation;
- Assure proper protection of the crime scene; and

- Request the C911CD to activate the MCT in accordance with currently provided call-out protocols (member agencies will provide arrival information for team members as quickly as possible after call-out);
 - Assist MCT members as possible; and
 - Prepare reports for actions taken and provide them to both the MCT and the District Attorney.
- H. The APR will be responsible for storage of evidence related to the case under investigation. Evidence handling and storage must be in compliance with agency policies and procedures for the proper protection and maintenance of evidence. In cases where there is difficulty storing the evidence, other arrangements may be made after consultation with the Lead Investigator and I.C. In any case, unnecessary additions to the chain of custody should be avoided and integrity of evidence maintained.
- I. Nothing in this agreement will impact the rendering of mutual aid or mutual assistance between member agencies or non-member agencies for situations or events not involving the MCT.
- J. If the investigation undertaken by the MCT involves a death that is reasonably suspected to be the result of the distribution or use of a controlled substance, the MCT investigators may contact the Columbia Enforcement Narcotics Team or any other group for assistance or consultation, at the discretion of the Lead Investigator and I.C.
- K. Any Oregon law enforcement agency not a party to this agreement at its inception may become a party to it by signing the agreement after being authorized to do so by its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.
- L. The failure of any party to enforce a provision of this agreement shall not constitute a waiver of that provision or any other provision of this agreement.
- M. Captions and headings used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.
- Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement.
- N. Only a written instrument, executed by all of the parties to it, may amend this agreement.
- O. Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into this agreement.

CITY OF ST. HELENS

By: _____
Mayor

Date Signed _____

Attest: _____
City Administrator

APPROVED AS TO FORM

City Attorney

CITY OF SCAPPOOSE

By: _____
Mayor

Date Signed _____

Attest: _____
City recorder

APPROVED AS TO FORM

City Attorney

CITY OF COLUMBIA CITY

By: _____
Mayor

Date Signed _____

Attest: _____
City Recorder

APPROVED AS TO FORM

City Attorney

CITY OF RAINIER

By: _____
Mayor

Date Signed _____

Attest: _____
City recorder

APPROVED AS TO FORM

City Attorney

CITY OF CLATSKANIE

By: _____
City Manager

Date Signed _____

CITY OF VERNONIA

By: _____
Mayor

Date Signed _____

Attest: _____
City Recorder

APPROVED AS TO FORM

City Attorney

COLUMBIA COUNTY

By: _____
Margaret Magruder, County Commissioner

Date Signed _____

By: _____
Alex Tardif, County Commissioner

By: _____
Henry Heimuller, County Commissioner

Attest: _____
Board Secretary

APPROVED AS TO FORM

County Attorney

OREGON STATE POLICE

By: _____

Date Signed _____

6.

CITY OF SCAPPOOSE

Council Action & Status Report

Date Submitted: November 13, 2019
Agenda Date Requested: November 18, 2019
To: Scappoose City Council
From: Norm Miller, Chief of Police
Subject: Intergovernmental Agreement
between the City of Scappoose &
Columbia County for Law
Enforcement Services

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action

☐ Report Only

ANALYSIS: In order to increase public safety and code enforcement, the Scappoose Police Department (SPD) would like to provide law enforcement services, as customarily rendered within City limits, at two City owned properties located in unincorporated Columbia County, Chapman Landing and a portion of the CZ Trail, as well as the Warren Elementary School. To achieve this goal, staff drafted an intergovernmental agreement that, when executed by Columbia County, would provide the legal authority necessary for the SPD to provide said services. This agreement, a copy of which is provided as Exhibit A, would not eliminate the County's requirement to continue patrolling these areas, it would only add the services to be provided by the SPD. The duration of this arrangement would be indefinite, it would renew automatically on the effective date until terminated by either the City or the County.

FISCAL IMPACT: None.

RECOMMENDATION: Staff recommends City Council authorize the City Manager to execute the Intergovernmental Agreement between the City of Scappoose and Columbia County for Law Enforcement Services as presented.

SUGGESTED MOTION: I move Council authorize the City Manager to execute the Intergovernmental Agreement between the City of Scappoose and Columbia County for Law Enforcement Services as presented.

Request for Council Action

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCAPPOOSE
AND COLUMBIA COUNTY RELATING TO LAW ENFORCEMENT SERVICES IN
UNINCORPORATED AREAS OF COLUMBIA COUNTY**

THIS AGREEMENT is entered into upon this day by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon (herein referred to as the "County") on behalf of the Columbia County Sheriff's Office (herein referred to as "CCSO") and the CITY OF SCAPPOOSE, a municipal corporation of the State of Oregon (herein referred to as the "City") on behalf of the Scappoose Police Department (herein referred to as "SPD") and is applicable to the properties known as Chapman Landing and Warren Elementary School and the portion of the CZ Trail owned by the City and located in unincorporated Columbia County.

WHEREAS, City and County desire to enter into an agreement to allow SPD to provide law enforcement services to the Chapman Landing Property, Warren Elementary Property and the portion of the Crown Zellerbach (CZ) Trail owned by the City and located in Unincorporated Columbia County; and

WHEREAS, the City owns Chapman Landing and a portion of the CZ Trail and Warren Elementary is located adjacent to the City, and the SPD has the personnel necessary to provide, these enforcement services; and

WHEREAS, the County would benefit from additional enforcement in these areas; and

WHEREAS, the parties are authorized to enter into such agreements pursuant to ORS 190.010 of the Oregon Revised Statutes;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and City as follows:

1. Law Enforcement by SPD in specified unincorporated portions of County. The SPD agrees to provide law enforcement services in the specified areas of the County, identified in Exhibit A. The police services will include the duties and law enforcement functions customarily rendered by the SPD under the statutes of the State of Oregon as well as County Parking Regulations found in Ordinance No. 2019-5, effective November 6, 2019.
2. County Support Services. The County agrees to continue providing police services to the area consistent with the services that they have provided to date.
3. Compensation. Neither the County nor the City will request compensation for services performed under this agreement by SPD and CCSO.
4. Revisions to this IGA. Revisions must be agreed to in writing by both the County and City.
5. Duration. This agreement shall renew every year automatically on the effective date until terminated by either the County or the City. Either Party may terminate the Contract with 30 days written notice.

6. Hold Harmless / Limitation of Liabilities. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.060, City shall indemnify, defend and hold harmless the County from and against all liability and costs arising out of and resulting from the acts of the City, its employees, officers and agents in performance of this Contract. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.060 County shall indemnify, defend and hold harmless the City from and against all liability and costs arising out of and resulting from the acts of the County, its employees, officers and agents in performance of this Contract.
7. Notice. Any formal notice or communication to be given by the County to the City under this agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:
- City of Scappoose
33568 E Columbia Ave.
Scappoose, Oregon 97056

Any formal notice or communication to be given by the City to the County under this agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

Columbia County Sheriff's Office
901 Port Ave.
St. Helens, Oregon

8. Independent Contractor. City is performing duties as an independent contractor. Nothing herein shall be construed as creating a relationship of employer and employee, or principal and agents, between City and County or any of the City's agents or employees. The City shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by City pursuant to this Agreement.

9. Dispute Resolution. The Parties agree to engage in good faith negotiations to resolve disagreement regarding performance issues, changes in expectations, cost related matters, or any other dispute arising out of this Agreement.

10. Non-discrimination. The Parties certify they are Equal Opportunity Employers and comply with all applicable federal, state and local laws, as well as rules and regulations not to discriminate on the basis of race, gender, ethnic background, national origin, religion, sexual orientation, marital status, age, disability, or status as a veteran.

11. Public Records and Media Contact. The City will follow City protocol for release of information to the media or public consistent with Public Records laws. The City will provide timely information to County Officials about the status of major incidents. The City will consult with the Sheriff's Office prior to providing public statements regarding law enforcement cases or major incidents occurring within the County.

12. Governing Law, Venue, Attorney Fees: This Agreement is governed by and construed in accordance with Oregon law, without regard to the principles of conflicts of law. Any claim, suit, or legal action arising from the terms of this agreement will be brought forth and conducted in Columbia County Circuit Court, unless otherwise brought forth under the jurisdiction of the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees. Nothing in this Agreement precludes the mutual agreement for resolution through alternative dispute resolution, mediation or binding arbitration.

13. Force Majeure. Neither party will be held responsible for delay, default cause by fire, riot, acts of God, terrorism or acts of war where such cause was beyond reasonable control.

14. No Third-Party Beneficiaries. The City, County and Sheriff are the only parties to this Agreement and the only parties entitled to enforce its terms. Nothing in this Agreement is intended to convey or provide to any third party any benefit or right unless specifically named as intended beneficiaries in this Agreement.

15. Time of the Essence. Parties agree that time is of the essence in the performance of this agreement.

16. No Waiver. Waiver of any default will not be considered to be a waiver for any subsequent default. Waiver or breach of any provision of this Agreement will not be considered to be waiver of any other or subsequent breach and will not be considered to be a modification of the terms of the Agreement.

17. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the County, and the Sheriff.

18. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

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

20. Other Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including by not limited to participation under existing IGAs.

IN WITNESS WHEREOF the County and City have caused this Agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below, have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

COUNTY

COUNTY, a political subdivision of the State
of Oregon

CITY

THE CITY OF SCAPPOOSE, a municipal
corporation of the State of Oregon

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

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

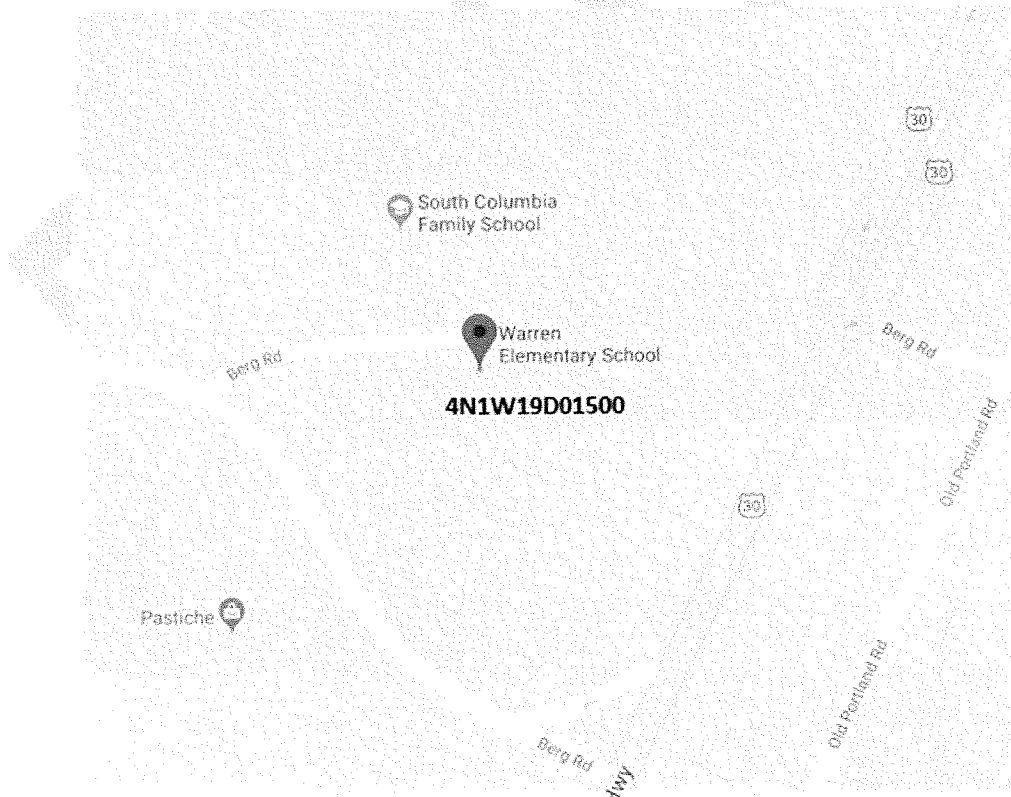
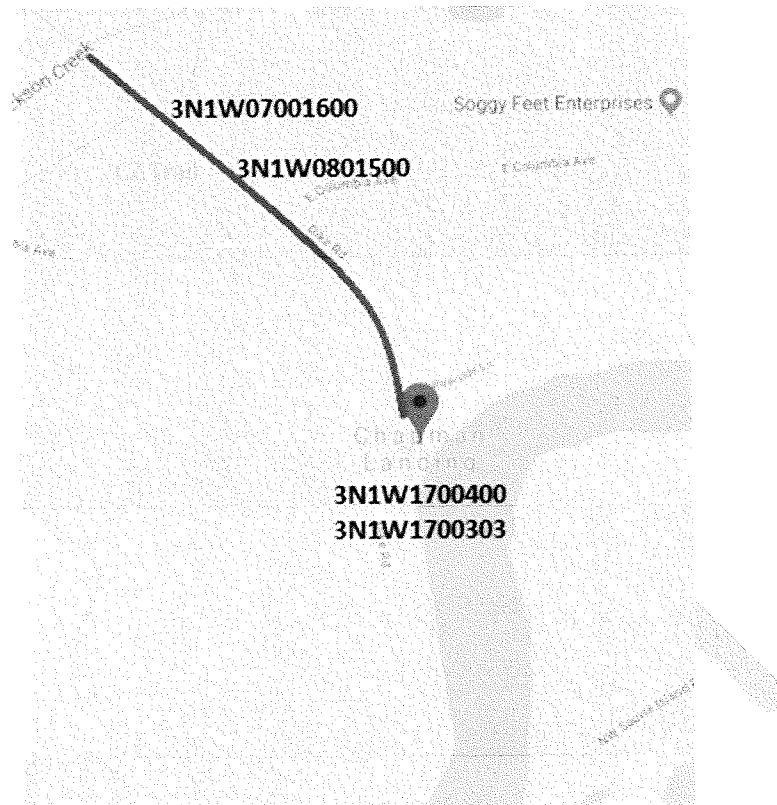
By: _____
Name: _____
Title: _____
Date: _____

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

Approved as to Form

By: _____

EXHIBIT A



CITY OF SCAPPOOSE

Council Action & Status Report

Date Submitted: November 6, 2019

Agenda Date Requested: November 18, 2019

To: Scappoose City Council

From: Laurie Oliver, CFM, Planning
Department Supervisor

Subject: Housing Strategy Implementation
Contract

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action

☐ Report Only

ANALYSIS: The City's recently adopted Housing Needs Analyses (HNA) evaluated the need for different types of housing in Scappoose and identified a need for housing affordable at many different income levels. It projects a shortage of housing affordable for low-income and middle-income households, especially renters. In conjunction with the adoption of the HNA, the City amended its development code to remove regulatory barriers to the construction of multi-family housing ADU's, decreased the minimum lot size in all of its residential zones, and increased the allowable height for multi-family buildings in the Commercial zone. As a next step, the City applied for and received a grant from the Department of Land Conservation and Development (DLCD) to adopt or advance strategies to increase the supply and affordability of housing in Scappoose. The grant provided funding for ECONorthwest to assist the City with the creation of a Housing Strategy Implementation Plan with guidance from an Affordable Housing Strategy Technical Advisory Committee (TAC) composed of City Councilors and housing providers.

On July 15, 2019, the City Council adopted Resolution 19-13, which adopted the Housing Strategy Implementation Plan. The plan included a list of potential affordability tools that could be implemented. Since then, staff has completed an informal procurement process to solicit three quotes from consultants qualified to implement the tools identified in the plan.

Request for Council Action

Staff released a request for quote (RFQ) on October 15, 2019 for the Housing Strategy Implementation project to ECONorthwest, PNW Economics, and Angelo Planning. On November 4, 2019 (the due date for the submittal of quotes), the City received the following quote:

1) ECONorthwest - \$25,159

After review, staff recommends that the City enter into a contractual agreement with ECONorthwest to complete the implementation of the plan. Based on the criteria stated in the RFQ, staff feels this consultant will meet the needs of the City because of ECONorthwest's familiarity with Scappoose's housing market, the City's fiscal situation, the local economy, and local housing providers. Furthermore, the consultant team includes individuals with advanced degrees in economics, planning, and public policy. ECONorthwest has recently completed several similar housing implementation plans, including analysis of incentives, tax abatement strategies, and establishment of program criteria.

The Planning Department budgeted \$25,000 to complete this project in FY 19-20. The quote came in slightly higher at \$25,159. Staff spoke with ECONorthwest via phone on November 5, 2019 and a verbal agreement for \$25,000 was reached, pending specific negotiations on scope and timeline which would take place once Council has approved entering into a contract with this firm.

FISCAL IMPACT: The City has \$25,000 available in the Planning Department's budget (General Fund 10-120) to complete this project. The City intends to negotiate the cost to \$25,000, in keeping with the budgeted amount for FY 19-20.

RECOMMENDATION: Staff recommends Council approve the expenditure of funds up to \$25,000 to complete the Housing Strategy Implementation project and authorize the City Manager or designee to negotiate on behalf of the City and execute a contract with ECONorthwest.

SUGGESTED MOTION: I move Council authorize the City Manager to initiate the Housing Strategy Implementation project and execute a contract with ECONorthwest for a total amount not to exceed \$25,000.

Request for Council Action

CITY OF SCAPPOOSE

November 2019

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--|--|-----------|--|------------------------------|----------|
| | | | | | 1 | 2 |
| 3 | 4 City Council 5:30pm Tour at Wastewater Plant ~ 7pm City Council meeting | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 Veterans Day  City Offices closed | 12 Park & Rec Comm. & Friends of Park meeting ~ 6pm | 13 | 14 | 15 | 16 |
| 17 | 18 City Council 6pm (please note start time) | 19 | 20 | 21 EDC ~ noon | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 Happy Thanksgiving ~ City Offices closed | 29 City Offices closed | 30 |
| | | | | | | |

CITY OF SCAPPOOSE

December 2019

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------|---|--|-------------------------------------|-------------------------|-----------|-----------|
| 1 | 2 City Council meeting 7pm (unless canceled) | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 Park & Rec meeting ~ 6pm | 11 | 12 | 13 | 14 |
| 15 | 16 City Council meeting 7pm | 17 | 18 | 19 EDC ~ noon | 20 | 21 |
| 22 | 23 | 24 City Offices closed | 25 City Offices closed | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |