

**AGENDA SEASIDE CITY COUNCIL MEETING
MARCH 28, 2016 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION – CHILD ABUSE PREVENTION MONTH
6. PROCLAMATION – ARBOR DAY
7. COMMENTS FROM STUDENT REPRESENTATIVE, Taylor Barnes
8. COMMENTS – PUBLIC
9. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
10. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS – \$925,765.52
 - b) APPROVAL OF MINUTES – MARCH 14, 2016 REGULAR MINUTES
11. UNFINISHED BUSINESS: None
12. NEW BUSINESS:
 - a) UPDATE – WASTEWATER TREATMENT PLANT (WWTP) DRYER, Tony Biamont
 - b) AMENDMENT - INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT, AND SUNSET EMPIRE PARK AND RECREATION FOR THE BROADWAY PLAYING FIELDS
 - c) CITY OF SEASIDE BUILDING – OFFICE RENTAL AGREEMENTS, 1115 BROADWAY
 - d) PRESENTATION PARKS ADVISORY COMMITTEE – BMX PUMP TRACK IN CARTRIGHT PARK
 - e) RECOMMENDATION TRANSPORTATION ADVISORY COMMISSION – AVENUE ‘U’ BRIDGE DESIGN, Terry Hartill
 - f) REQUEST FOR PROPOSAL (RFP) – CONSULTING MANAGEMENT SERVICE FOR FORESTRY PROGRAM, Dale McDowell
 - g) APPROVAL – SEASIDE POLICE DEPARTMENT JAIL SERVICE AGREEMENT, Dave Ham
 - h) AMENDMENT – CITY OF SEASIDE AUDIT CONTRACT 2015-2016
13. COMMENTS FROM THE CITY STAFF
14. COMMENTS FROM THE COUNCIL
15. ADJOURNMENT

Complete copies of the Current Council meeting Agenda Packets can be viewed at: *Seaside Public Library and Seaside City Hall. The Agendas and Minutes can be viewed on our website at www.cityofseaside.us.*

All meetings other than executive sessions are open to the public. When appropriate, any public member desiring to address the Council may be recognized by the presiding officer. Remarks are limited to the question under discussion except during public comment. This meeting is handicapped accessible. Please let us know at 503-738-5511 if you will need any special accommodation to participate in this meeting.



CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

PROCLAMATION

Whereas, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the dangers and harmful effects of child abuse and neglect; and

Whereas, child abuse and neglect impacts our entire society and can cause traumatic psychological, emotional and physical harm, resulting in long-term economic and societal costs; and

Whereas, child-focused prevention and intervention programs offer positive alternatives and outcomes for children and encourage families to develop strong, durable ties to their communities; and

Whereas, child abuse prevention succeeds through partnerships among parents, child-welfare agencies, mental and physical health care providers, schools, law enforcement agencies, churches, businesses and community members by fostering loving, supportive and violence-free homes; and

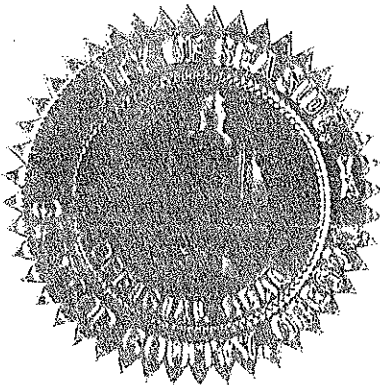
Whereas, all citizens need to be more aware of the effects of child abuse neglect, and prevention in order to encourage healthy parenting in healthy communities.

NOW, THEREFORE, I, Don Larson, Mayor of the City of Seaside, do hereby proclaim the month of April, 2016, as:

CHILD ABUSE PREVENTION MONTH

in the City of Seaside.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 28th day of March, 2016.



DON LARSON, MAYOR



CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and Arbor Day is now observed throughout the nation and world; and

Whereas, the State of Oregon recognizes the first full week in April as Arbor Week; and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and

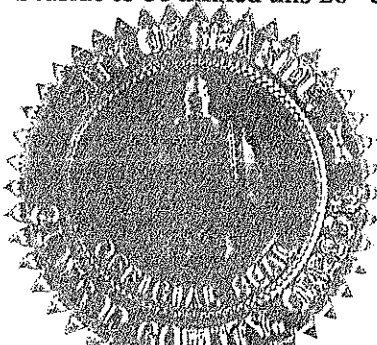
Whereas, the City of Seaside has been recognized as a Tree City USA for the National Arbor Day Foundation for sixteenth year, and will celebrate this recognition April, 2016, in Seaside.

NOW, THEREFORE, I, DON LARSON, Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim the week of April 4-8, 2016, as

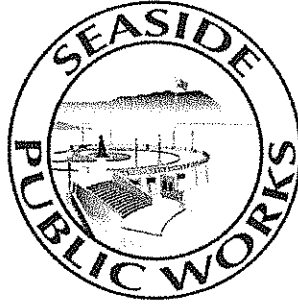
ARBOR WEEK

and urge all citizens to support efforts to care for our trees and woodlands, and to plant trees to gladden the hearts and promote the well being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 28th day of March, 2016.



DON LARSON, MAYOR



MEMO

March 28, 2016

From: Tony Biamont, WWTP
To: Mayor and City Council
Re: WWTP Dryer Update

These are some numbers on the dryer and what it has done in the last 2 months.

The dryer was fired off in the test phase on January 11, 2016 and ran the first load in Manual mode successfully; this is the first load since January, 2015 when we initially broke down. There were a few adjustments that needed to be made in order to run in auto; this took a couple days while waiting for parts. We have now installed the parts needed for the Auto mode to work; we re-fired and set in auto, it ran great. Lars from Best Electric stayed on sight for about 3 days and worked out most of the kinks while running the dryer. We also installed a router so he can log in remotely to be able to tweak the program to fit our needs as we went along. At this point in time the programs as well as the dryer were running flawlessly in the Auto mode for the first time since the City has owned the dryer. The dryer ran great for about 2 weeks, and then we started noticing old signs of oil in the product...extreme high temps on the product, a burnt detergent smell, burnt product on discharge.

GREAT HERE WE GO AGAIN!!!! We had to shut down the dryer and start searching, we worked on it.....inspecting every nut, bolt, gasket, and seal we could see, tightening all of them as we went along, we did some dry drum heat tests, removed the top of the drum, as well as the doors just to get a look as far into it without taking the whole unit off again as we did last year. The dryer was worked on for 11 days, all along taking care of all the other day to day responsibilities, and assisting with the North Holladay project. The dryer was re-fired back up on February 19, 2016, with the mindset that we were going to run regardless of the outcome of the repair work. I came to this decision based on a conversation I had prior to re-firing the dryer with RDP Ind., the company that purchased Fenton, and made arrangements for him to come to Oregon to look at replacing the unit if needed. He had lots of good news for me on the phone, in regards to the future of this dryer, and what was we needed to keep it going, as well as he agreed to come to Oregon.

He stated that if the size of the dryer we have is able to maintain the plant, that when even the largest parts fail they can be replaced, instead of purchasing the whole unit, depending on the condition of the other components. This fit right in with what we have, the boiler system is rebuilt, and most of the components that run it. The City has a state of the art program system that other dryer owners are now coming down to see. So when and if the dryer drum goes down, (that is what we replace not everything else) mind you it is about half of the cost of the entire system, however but it is also HALF the cost.

I am happy to report the dryer is working better than ever at this point, the product has returned to normal, with no signs of oil. We could not be happier at the WWTP with what we have been doing with the dryer, and the results that we are seen in the plant with being able to process on a somewhat consistent basis. We are drying about 3 loads per day on average, and are pressing twice to three times per week. Currently with the program that we have installed along with the Router that we put in for remote access, I am able to monitor the drying system from my cell phone, as well as make a few key changes to the dryer remotely, as well as receive alarms, much like I am able to with all the sewer pump block stations, and the sewer plant from my cell phone as well. Being able to do this allows me to be a more productive team mate out in the field. We are now designing an infrared measure device and web cam to be able to run the dryer in a 24 hour period and have it shut down once the hopper runs out of product.

Additional results as of the dryer: since January 11, 2016 to March 3, 2016 we had ran the dryer 30 days of a 53 day period, and have only had 1 run of the product to Arlington since January 11, 2016, and that was because it was already loaded prior to firing the dryer off. In the 30 days of drying we dried 54 loads and all of them have met the Class A standards, and totaled 17 yards of dried product. This is less than one dump truck and trailer load that was going out twice a week to Arlington. In 54 loads that were discharged from the dryer the weight of the 17 yards was 11.02 tons. To make these 11.0 tons it took 216 yards of the cake product that would have normally went to Arlington, via 10 dump truck and trailer loads from an outside contractor. Each load that went to Arlington was 22 yards and weighed on average 40,000 pounds. When putting this together we ran 216 yards of cake through the dryer and turned that into 17 yards, the weight of those 216 yards was 392,688 lbs. and that was turned into 22,040 lbs., that totals a 94.38% reduction in weight, and we reduced the yardage by 92.12% and were able to take it to McMinnville with our own equipment.

The effects on the plant have been very good, even though I am not able to run the plant every day like it should be due to leaky pipes bringing in too much water, we have been able to run the plant at almost double the GPM on one of the ditches, and a third more on the other. I believe if we can keep the dryer running properly through the summer we should be able to have the plant running much more efficiently by the end of the summer and be more prepared for the winter conditions. This should allow us to work on the I and I (leaking water into the sewer system) and try and reduce the amount of flow increase that we are seeing in the wet months of the year.

Thanks for taking the time to read this updated information.

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT #10, AND SUNSET EMPIRE PARK
& RECREATION DISTRICT

This Amendment is made and entered effective this 16th day of February, 2016, between the City of Seaside, Seaside School District #10, and Sunset Empire Park & Recreation District, as parties to that Intergovernmental Agreement attached hereto dated July 10, 2012.

Whereas, Sunset Empire Park and Recreation District (Park District), the City of Seaside (City), and Seaside School District #10 (School District), on July 10, 2012 entered into an Intergovernmental Agreement to manage the Broadway Playing Fields and maintain the artificial turf on said fields; and

Whereas, the fields cost more to construct than originally anticipated, which eliminated reserve funding in the Field Replacement Fund, and

Whereas, the parties have determined that the artificial turf requires considerably more time and cost to maintain than was originally anticipated and those costs have been borne by the Park District alone; and

Whereas, the Park District has borne the sole cost of facility improvements that were not originally anticipated or addressed such as scoreboard maintenance, field goal installation, and dugout maintenance; and

Whereas, the Park District does not have the resources to continue to provide artificial turf maintenance and facility improvements without financial assistance from the School District, which is the primary user of the Broadway Playing Fields; and

Whereas, the Parties have agreed to amend the agreement to more equally allocate costs between the Park District and School District.

Now therefore, it is hereby agreed:

That Intergovernmental Agreement dated July 10, 2012 is hereby amended as follows:

Section 2.2 is amended to read:

"2.2. School District will pay Park District annually, at the start of each fiscal year, a contribution towards the costs of routine maintenance and repair of the fields, facilities and equipment. The payment, beginning with the 2015-16 fiscal year, will be an amount of \$10,900, with the contribution to be adjusted annually, on agreement of the parties, based on maintenance costs."

Section 3.3 is amended to read:

"3.3. The parties will annually determine what equipment and/or facilities need replacement or improvement. If funds are available in the Field Replacement Fund

(FPF) Park District will apply such fund to the cost. If there are insufficient or no funds in the FPF, the parties will mutually agree on cost allocation."

Section 9.2 is amended to read:

"9.2. Amendment and Agreement Review. City, Park District and School District shall jointly discuss this Agreement annually, prior to the beginning of each fiscal year, to evaluate the condition of the field, facilities and equipment, review operational costs and make any necessary adjustments to the allocation of responsibilities."

Except as amended herein, the Agreement dated July 10, 2012 is ratified and affirmed.

City of Seaside

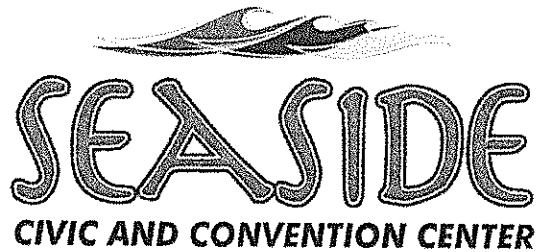
Sunset Empire Park &
Recreation District

By: _____

Ruth A Johnson
By: Ruth A Johnson,
Board Vice Chair

Seaside School District

By: Steven C. Phillips



MEMORANDUM

TO: Honorable Mayor & City Council
FROM: Russ Vandenberg^{RV}, General Manager
DATE: March 22, 2016
RE: Lease Agreement

The City of Seaside has reached a collective leasing agreement with the following Non-Profit 501(c) 3 organizations to rent office space located at 1115 Broadway, Seaside Oregon 97138.

Leasing agreements will begin on a month-month basis commencing on April 1, 2016.

- Clatsop Nehalem Tribe
- Necanicum Watershed Council

Staff is recommending approval of these lease agreements.

Memo

To: Mayor and Council

From: Transportation Advisory Commission – Chair Terry Hartill

CC: Kim Jordan

Date: March 24, 2016

Re: Avenue 'U' Bridge Design

The Transportation Advisory Commission is recommending the City Council of the City of Seaside approve moving forward with the Avenue 'U' Bridge Design and approve the funds to pay for the design.

1. Introduction

The purpose of this Request for Proposals is to solicit qualified bids for professional forestry consulting services on the watershed owned by the city of Seaside, Oregon. The nature of the work falls in the realm of natural resource assessment, and includes the development of (1) a stand-based forest inventory that can be used to form short and long-range management plans for the forest resource, and (2) an assessment of immediate management actions needed for improving property access, defining boundary lines, recovering value through salvage of windblown timber, reforesting harvested areas, protecting endangered species, and mitigating the impact of forest disease and insect problems.

2. Description of the Watershed

The watershed comprises approximately 890 acres in two separate parcels in Clatsop County. Both parcels are located approximately six miles southeast of Seaside, south of Highway 26, between Kidders Butte to the southeast and Mail Creek to the west. The main watershed drains the South Fork of the Necanicum River, as well as several smaller streams. The terrain is made up of moderate hillsides which generally slope down from the south the north at slopes of 10% to 50%. A management report developed in 1983 reported a species mix of hemlock, spruce, alder, and Doug-fir, with hemlock being the dominant species. The area averages 77 inches of rainfall annually, so tractor logging is generally limited to the summer and early fall when the ground is relatively dry. In the past year the city conducted a clearcut on about 67 acres, yielding approximately 1.2 mmbf.

3. Proposal Process

Written proposals are due by February 12, 4:00 p.m. PST, to the City of Seaside Public Works Department. Proposals may be submitted by email or hand-delivered.

Proposal Process Deadlines	
RFP Issued	March 30, 2016
Submit questions to City of Seaside via email	April 8, 2016
Property tour for interested bidders (optional)	April 14, 2016
Answers issued by City of Seaside	April 15, 2016
Proposals due	April 22, 2016
Notice of award (City Council....)	May 9, 2016
Contract executed, work begins	May 23, 2016
Plan due	October 4, 2016

Proposals must include the following sections:

- Consultant's Understanding of the Requested Scope of Work
- General description of the proposing firm
- The consultant's project manager
- Intended use of subcontractors
- Qualifications of Project Personnel
 - a. Demonstrate minimum qualifications are met

- b. Include subcontractors
- Related Experience
 - a. Show experience in the past five years; list client, location, nature of work, and contact information for a reference.
 - b. Include subcontractors
- Capability for Meeting the Project Deadlines
 - a. Demonstrate capacity will be available for meeting the project schedule on time and on budget.
- For each task in the scope of work, a description of the intended approach, key personnel, the work schedule, deliverables, and a cost estimate. Show a total not-to-exceed cost estimate for the entire project.

4. Scope of Work

This project includes the following tasks. All work is to be completed by October 4, 2016.

Task No.	Task Description
Project Setup	
1	Project kickoff meeting in Seaside with the project manager for the city, to discuss all phases of the project, review the statement of work, review the project schedule, invoicing procedures, etc. Develop an understanding of management objectives for the watershed.
Forest Inventory and Site Evaluation	
2	Review existing information, create GIS base map, LIDAR slope analysis, and general water quality risk assessment
3	Map, delineate and type stands according to species, size, and stocking.
4	Determine gross acres and net acres, by stand, where net acres do not include roads and buffers, or riparian buffers.
5	Design a cruise of the net acres that will yield statistically sound estimates of trees, basal area, and net board-foot volume per acre, by species.
6	Conduct the cruise. This will include the preparation of written cruise instructions and plot procedures, preparation of maps to support the fieldwork, cruiser training and project orientation, field data collection, quality control, and data management.
7	Cruise data analysis and reporting.
8	In addition to usual forest inventory metrics, include observations on road conditions, access to the property, insect and disease issues, special areas needing protection, inspection of riparian forest corridors, boundary line maintenance, incidence of blowdown, reforestation issues, and threatened and endangered species.
Develop and Write Draft Plan	
9	Meeting with City Staff to review Draft Plan
10	Plan public information and feedback session - Hold public meeting to present draft plan
Develop and Write Final Plan	
11	Use the new forest inventory to develop a long-term (50 year) forest management plan to meet the City's management objectives for the watershed.

5. Minimum Qualifications

The consulting firm project manager must be a member of the Association of Consulting Foresters. Key personnel on the project must have at least a baccalaureate degree in natural resources, and at least five years of related experience.

6. Cost Estimates

Cost estimates for each task must show estimated hours by person and the billing rates used to arrive at the cost for the task. Also include expenses for travel, lodging, food, and mileage when applicable.

The exception to these guidelines is for the actual field data collection during the cruise, where the costs should be expressed on a per plot basis, not on an hourly basis. The per plot cost for the cruising should include labor, equipment, mileage, food, and lodging.

The proposal should include the consultant's best estimate of total cost for the cruise, based on the expected number of plots. There will be some flexibility allowed in this estimate based on the cruise design and eventual review and approval of the design by the City of Seaside.

7. Pre-Bid Tour

The City of Seaside will host a tour of the watershed property for interested bidders on April 14, 2016. This is an optional tour, but consultants are highly encouraged to attend to help them develop realistic proposals and cost estimates for the project.

8. Forest Land Inventory

Tax ID #	Tax Lot	Timber AC	Description	Taxlot AC
500	610340000500	15.27	Cemetery	17.86
1001	610340000702	4.10	Cemetery	3.45
302	510000000302	1.66	Water Plant	2.53
1702	610330001702	TBD	Water Plant	17.13
1900	610330001900	TBD	Water Plant	5.18
1001	610340001001	TBD	Water Plant	8.66
100	51004A000100	TBD	Water Plant	4.02
201	51004A000201	11.36	Water Plant	11.36
300	51004A000300	1.20	Water Plant	1.20
11800	509000011800	400.00	Water Shed	400.00
11900	509000011900	50.00	Water Shed	50.00
12200	509000012200	40.00	Water Shed	40.00
12400	509000012400	501.52	Water Shed	501.52
200	510240000200	13.16	Water Shed	13.16
				1076.07

City of Seaside
Cemetary Taxlots

Legend
6.10.34



Esmerman Creek Rd

300 ft

Google earth

© 2015 Google

City of Seaside

Water Treatment Plant

Legend

Seaside Waterplant

TP 2

TP 1

Underhill Rd

Greenwood Ln

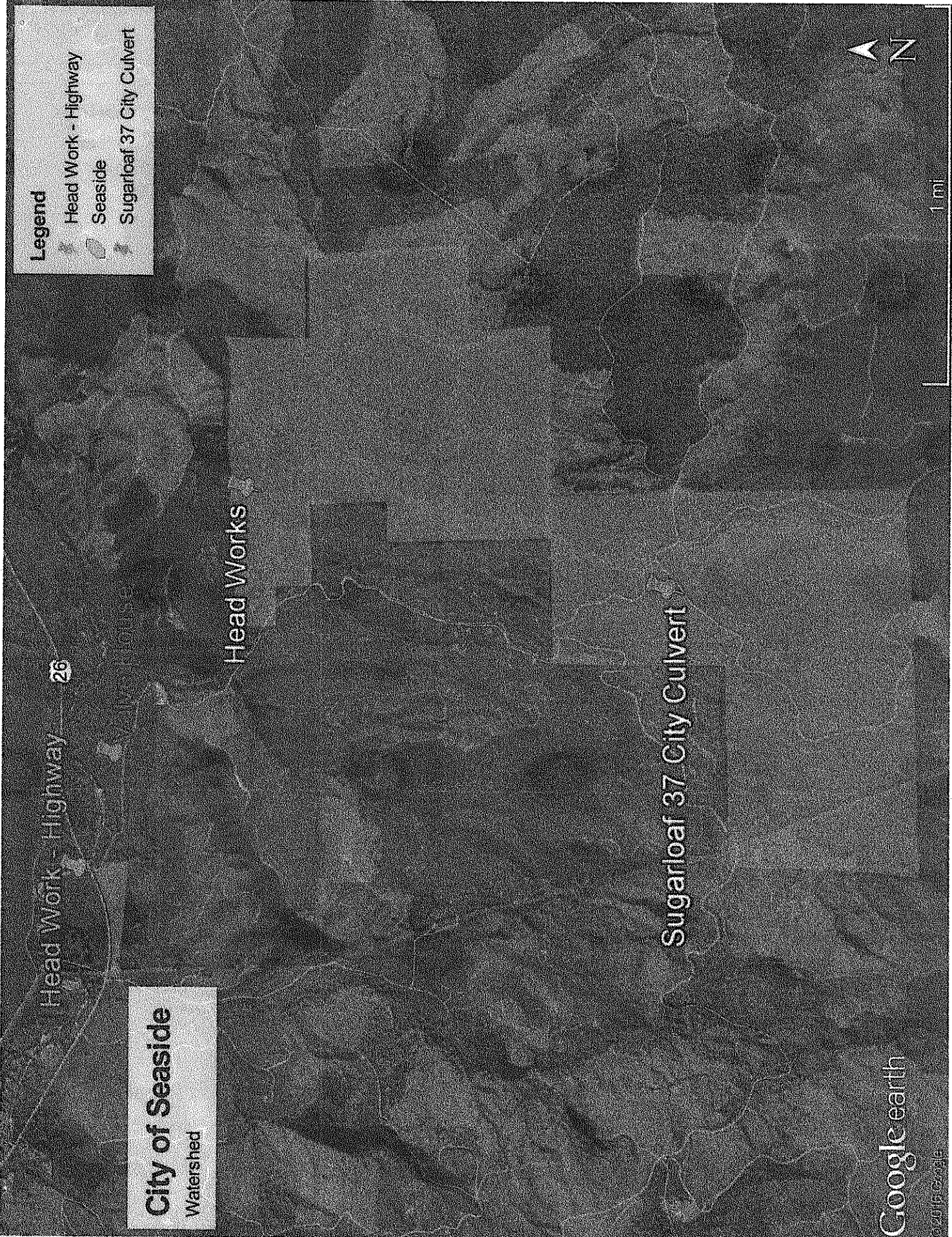
Oregon Coast Hwy



1000 ft

Watermain
Google earth

© 2015 Google



Head Work - Highway 26

Head Works

Sugarloaf 37 City Culvert

City of Seaside
Watershed

Legend
Head Work - Highway
Seaside
Sugarloaf 37 City Culvert

1 mi



Google earth

© 2015 Google

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means the Safe Drinking Water Act Amendments of 1996, Public Law 104-182, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 17 Nov 2015.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient shall hire a contractor to create a comprehensive source water protection plan for its watershed, including the following activities:

- Forest inventory and site evaluation
- Meet with City staff to present findings
- Develop and write draft plan
- Meet with City staff to review draft plan
- Hold public meeting to present draft plan
- Final plan writing and production

JAIL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as "County" and Seaside, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, County controls, maintains and operates a facility known as the Clatsop County Correctional Facility, which facility includes the jail;

WHEREAS, pursuant to ORS Chapter 190, City desires to make use of the above mentioned Clatsop County Correctional Facility, has enacted the appropriate ordinance pursuant to ORS 221.914(2) and has requested that Clatsop County house its prisoners and allow it to use County facilities for booking and interview purposes;

WHEREAS, City has agreed to pay County a reasonable cost for facility use and for housing its prisoners in the Clatsop County Correctional Facility; and

WHEREAS, County has agreed to house City prisoners and allow City to use County facilities;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS herein contained, it is hereby understood and mutually agreed by and between the parties hereto as follows:

A. County hereby agrees:

1. From and after the date of the Agreement, County shall provide confinement, food and the usual jail clothing for prisoners lodged in the Clatsop County Correctional Facility for the alleged violations of City ordinances.
2. County shall have the full and complete control, supervision and authority over prisoners charged under City ordinances during the time they are lodged with County.
3. The standard of performance, discipline of officers and other matters incidental to the performance of services and control of personnel by County in the performance of duties imposed by this Agreement shall remain with the County.
4. County shall keep proper written records of any extra costs incurred for the housing of prisoners charged under City ordinances and submit a monthly billing for said services.
5. County hereby covenants and agrees to hold and save City, its officers, agents and employees harmless from all claim that might arise against City, its officers, agents or employees by reason of any act of County, its officers, agents or employees in the performance of the duties required by the terms of this Agreement.

B. City hereby agrees:

1. From and after the date of the Agreement, City shall pay to County the daily rate per inmate charged under City ordinances and housed by County as set forth in Exhibit A attached hereto and by this reference incorporated herein.
2. In addition to the regular daily rate charges, City shall pay to County the following extra costs:
 - a. Reimburse County at the same rate it pays health care providers for agreed expenses incurred in provision of medical services. County will consult with City prior to providing medical services, except in the case of a life-threatening emergency.
 - b. Any extra costs incurred as the result of lodging prisoners charged under City ordinances with other jurisdictions when space is not available in the Correctional Facility; provided, however, that all reasonable efforts will be made to first send County prisoners to other jurisdictions and that the Chief of Police shall be contacted prior to transferring prisoners charged under City ordinances.
3. City shall pay to County the rate set forth in Exhibit A for booking, other facility use, prisoners sentenced to work crew, prisoners sentenced to electronic monitoring and prisoners sentenced to community service.
4. City shall make payment to County no later than the 20th day of the month next ensuing its receipt of County's monthly billing in payment for services rendered in accordance with this Agreement.
5. City prisoners shall remain the responsibility of the transporting municipal officer until booking is completed.
6. City shall be responsible for transporting its prisoners to City when a prisoner's trial is in Municipal Court. Furthermore, it shall be the responsibility of City to see that its prisoners are taken into court when required by law.
7. When a prisoner is removed from the Clatsop County Correctional Facility by City, acting by and through its agents or employees, County responsibility for said prisoner shall cease until City returns the prisoner to the custody of County. When a prisoner is either lodged in or returned to the Clatsop County Correctional Facility, the City officer, agent or employee shall, at the request of the county officer on duty, remain with and assist County with confinement. When a prisoner is being removed from the Clatsop County Correctional Facility, the municipal officer, agent or employee shall, upon request of the County officer, provide assistance in removing said prisoner from the confines of the Clatsop County Correctional Facility.

8. City hereby covenants and agrees to hold and save County, its officers, agents and employees harmless from all claims whatsoever that might arise against County, its officers, agents or employees by reason of any acts of City, its officers, agents or employees in the performance of the duties required by this Agreement or resulting from the arrest and apprehension of persons prior to their detention in the Clatsop County Correctional Facility.

C. It is mutually agreed by and between the parties hereto:

1. The operation of the Clatsop County Correctional Facility is to the mutual benefit of both parties thereto and this Agreement shall be perpetual until terminated as set forth herein.
2. The rights and duties of both parties hereto shall be non-assignable except when due to need as determined by County.
3. Failure by County at any time to require the performance by City of any terms or conditions contained herein shall in no way affect County's rights hereunder, nor shall any waiver by County of any breach hereunder be held to be a waiver of this provision and this Agreement shall be in full force and effect as provided herein.
4. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, County has caused this Agreement to be signed by the Board of County Commissioners for Clatsop County, Oregon; and the City of Seaside through its City Council, executes and seals this Agreement pursuant to the authority expressed in its minutes of the day, month and year first above stated.

For the City of Seaside

By:

Mayor,

City Manager,

APPROVED AS TO FORM:

City Attorney

**Board of County Commissioners
For Clatsop County, Oregon**

By:

Chair Scott Lee

County Manager

APPROVED AS TO FORM:

County Counsel, Heather Reynolds

EXHIBIT "A"

REGULAR DAILY INMATE RATE CHARGES

CLATSOP COUNTY CORRECTIONAL FACILITY

EFFECTIVE JULY 1ST, 2016

The regular charges for providing booking, confinement, food and usual jail clothing for prisoners charged under municipal ordinances shall be as follows:

1. \$100.00 per prisoner for the day of booking no matter the length of stay;
2. \$100.00 per prisoner for each day of confinement after the day of booking in excess of 12 hours;
3. \$50.00 per prisoner for each partial day of confinement after the day of booking consisting of 12 or fewer hours.

The regular charges for providing work crew or community service for prisoners charged under municipal ordinances shall be as follows:

1. \$10.00 per prisoner for each day assigned to the work crew
2. \$50.00 per prisoner for Community Service Intake
 - a. \$10.00 per prisoner for each day assigned to community service that results in County supervision or administration.
3. \$50.00 per prisoner for Electronic Monitoring Intake
 - a. \$15.00 per prisoner for each day assigned to electronic monitoring.

For the purpose of determining the applicable regular charges, each day shall be deemed to commence at 12:01 a.m.

Memo

To: Mayor and Council
From: City Manager's Office
CC: Kim Jordan
Date: March 24, 2016
Re: Amendment - Audit Contract 2016

The Audit Contract of \$44,000.00 was approved by City Council February, 2016. The firm Kern & Thompson, LLC, stated they intended to charge the City of Seaside \$40,000.00 for the contract because the staff was so efficient in getting audit information out in a timely matter it cut down on the time it takes to do the City of Seaside Audit.

Staff is recommending Council approve the amended contract for the City of Seaside Audit for \$40,000.00 for the period beginning July 1, 2015, and ending June 30, 2016.



KERN & THOMPSON, LLC

Certified Public Accountants

CONTRACT

THIS CONTRACT, originally made the 27th day of January, 2016, and now revised this 3rd day of March, 2016, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between **KERN & THOMPSON, LLC**, Portland, Oregon, Certified Public Accountants (Auditor), and the **CITY OF SEASIDE**, Seaside, Oregon (Client), provides as follows:

It hereby is agreed that Auditor shall conduct an audit of the accounts and fiscal affairs of Client for the period beginning July 1, 2015, and ending June 30, 2016, in accordance with the Minimum Standards for Audits of Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of Client, and the separate financial statements of the Seaside Urban Revenue Agency (a component unit of the City of Seaside), and to determine if the Client has complied substantially with appropriate legal provisions.

Auditor agrees that the services contracted to perform under this contract shall be rendered by or under personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Auditor are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the Client, who shall instruct in writing Auditor concerning such additional services, and that a signed copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the party issuing the same.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months, after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to the Client, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that the Client is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that Auditor shall draft them for Client. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood and agreed that either party may cancel this Contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the Client hereby agrees to pay Auditor the revised sum of \$40,000.00, and the Client hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

KERN & THOMPSON, LLC

CITY OF SEASIDE, OREGON

By: _____

By: _____