CITY of CASCADE LOCKS
AGENDA

CITY COUNCIL MEETING, Monday, March 26, 2012, 7:00 PM, CITY HALL

Purpose: The City Council meets twice a month to conduct city business, make decisions and set policy and direction for the city organization and community.

1. **Call to Order/Pledge of Allegiance/Roll Call.**

2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).

3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
   a. **Approval of Minutes of March 12, 2012 Council Meeting.**
   b. **Ratification of the Bills in the Amount of $ 91,332.54.**
   c. **Appoint Committee Members.**

4. **Public Hearings.**

5. **Action Items:**
   a. **Approve Dave Griffin Contract.**
   b. **Approve Contract with Onstott, Broehl, and Cyphers.**
   c. **Approve Resolution No. 1232 Authorizing Specific Staff Members and City Councilors to Sign Checks for the City of Cascade Locks; and Repeal Resolution No. 1226.**

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed)

7. **Reports and Presentations.**
   a. **Stan Foster – PARC Resources for Planning Consultant Services.**
   b. **ICA Koch Report (handout).**

8. **Mayor and City Council Comments.**

9. **Other matters.**

10. **Executive Session as may be required.**

11. **Adjournment.**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for person with disabilities, should be made at least 48 hours in advance of the meeting by contacting the City of Cascade Locks office at 541-374-8484.

1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:00 PM. CM's Cramblett, Holmstrom, Helfrich, Storm, and Mayor Masters were present. CM Lewis was excused. Also present were ICA Koch, City Attorney Sosnkowski, City Recorder Kathy Woosley, Nancy Renault, Andrea Roberts, Ralph and Pat Hesgard, Brad Lorang, Kim Vogel, Rob Brostoff, Gary Munkhoff, Anne Holmstrom, Larry Cramblett, Gerry Tiffany, Shawna Hasel, Donna Mohr, Kayla Carron, Lori Madrigal, Don Haight, Kirby Neumann-Rea, Philip Watness, and Camera Operator Betty Rush.

2. **Additions or amendments to the Agenda:** ICA Koch suggested item 5.e. be removed from the agenda. Mayor Masters said 5.e. will be removed from the agenda.

3. **Adoption of Consent Agenda:**
   - **a. Approval of Minutes of February 29, 2012 Council Meeting.**
   - **b. Approval of Minutes of February 27, 2012 Special City Council Meeting.**
   - **c. Approval of Minutes of February 11, 2012 Special City Council Meeting.**
   - **d. Ratification of the Bills in the Amount of $ 91,084.79.**

Mayor Masters read the items on the Consent Agenda. **Motion:** CM Helfrich moved, seconded by CM Cramblett, to approve the Consent Agenda. The motion passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Storm, and Mayor Masters.

4. **Public Hearings. None.**

5. **Action Items:**

a. Oath of Office for Councilor. City Recorder Woosley administered the Oath of Office to Brad Lorang.

b. Second Reading and Adoption of Ordinance No. 415 Regulating and Controlling Operation of the City's Water Utility System and Provision of Service to its Customers. Mayor Masters stated the motion and second was made at the last meeting with the first reading of Ordinance No. 415 by title only and asked for any additional questions or discussion. Hearing none the vote taken was unanimous with CM's Cramblett, Holmstrom, Helfrich, Lorang, Storm, and Mayor Masters voting in favor.

c. Approve Creation of Public Safety Task Force Council Sub-Committee. ICA Koch explained this is one of the recommendations in the report for rebuilding the Emergency Services Department. **Motion:** CM Cramblett moved, seconded by CM Holmstrom, to approve the creation of Public Safety Task Force Council Sub-Committee. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lorang, Storm, and Mayor Masters.

d. Authorize a New Position in the Public Works Department. ICA Koch explained when the City contracted with a part time Public Works Superintendent the savings would allow the City to add an additional employee. **Motion:** CM Storm moved, seconded by CM Lorang, to create the position of Utility Maintenance Worker I at $13.54 per hour plus benefits, and direct ICA Koch to fill the position in accordance with existing hiring policies.

CM Cramblett asked if it is planned that one of the three Public Works employees would become the superintendent. ICA Koch stated that the plan is to train and certify the three employees with Mr. Griffin phasing out his time here when the certificates are in place for the three employees.

The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lorang, Storm, and Mayor Masters.

e. Read Apology Letter to Jeff Pricher (deleted).

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community:** Mr. Haight addressed the Council with several questions regarding the FEMA 911 Grant (Exhibit A).

Mr. Munkhoff said he objected to the letter of apology that was written to Mr. Pricher. He said there are inaccurate or misleading statements in the letter and read sentences that he thought should be taken out of the letter.

Mr. Larry Cramblett said he agreed with Mr. Munkhoff regarding the letter of apology. He said the City Administrator and Council at that time did not control Fire Chief Pricher. He spoke about building the fire station and about the FEMA 911 Grant not being handled well. Mr. Cramblett said he heard about the apology letter in the Hood River News. He said the letter should have been brought forward by the Council and not by the newspaper.

Mayor Masters declared a break at 7:38 PM and returned to Regular Session at 7:44 PM.

7. **Reports and Presentations:**

a. Cascade Locks School Principal Kim Vogel – Cascade Locks Against Drugs (CLAD). Mrs. Roberts, Mrs. Mohr, and Mrs. Vogel reported on a possible $500,000 grant and stated that the Hood River County School District will serve as the fiscal agent. They reported that the grant focuses on environmental strategies for building a safer and healthier community. There was consensus of Council to support CLAD's decision to apply for the grant.

b. IFC Devon Wells (postponed).

c. City Attorney Sosnkowski Report on Filling Vacancies. City Attorney Sosnkowski gave her legal opinion and clarification on filling vacancies.

d. Discuss Vacation of Hassalo Street. City Attorney Sosnkowski said the City can't sell a public right of way. She explained the vacation process and recommended Council wait for a Planning Consultant to make sure the City would not need that portion of the street.

e. ICA Koch Report (handout). ICA Koch gave his report.

8. **Mayor and City Council Comments:** CM Storm said Council needs concrete answers as to what is going to happen with the FEMA 911 Grant. ICA Koch said the grant should be closed within 30 days. He said there are other intergovernmental issues with the tower that has to be placed and are still working on those. ICA Koch said that HRC Manager Dave Meriwether and Interim Fire Chief Devon Wells are helping to prepare the maintenance and repair agreement for the equipment. He explained the tower is separate from the FEMA 911 Grant.

CM Cramblett said he hoped the City would review the process of how grants are managed. He said he thinks the City is headed in the right direction now.

CM Helfrich gave his condolences to CM Lewis.

CM Lorang said it was good to be a part of Council.

CM Storm said he was disappointed that the apology letter to Jeff Pricher was not read aloud. He said he felt that reading the letter would have brought closure.

CM Cramblett said he appreciated Mr. Haight's questions regarding the FEMA 911 Grant. He said it seems it is headed for closure. He said he also wanted to talk about getting rid of the surplus items the City has. He said the longer it sits the more value is lost.

Mayor Masters said the Public Works Department is looking at leaks in main water lines and that may lead to greater water pressure and may impact the section leading to your house. He said if those types of things do happen there is a policy and a new document explaining that policy will be mailed with an upcoming utility bill.

Mayor Masters said he has met with Tourism Chair Kayla Carron to discuss the vision for Downtown Revitalization and sees a lot of positive things happening toward those efforts. He said there are four open

positions on the Tourism Committee and appointments will be made at the next Council meeting. Mayor Masters commended the Downtown Revitalization Committee on their "most effective clean up campaign in the western hemisphere". Mayor Masters also spoke about the restoring of the connection of the Historic Columbia River Highway from Troutdale to Cascade Locks.

9. **Other matters:** None.

10. **Executive Session as may be required**: None.

11. **Adjournment: Motion:** CM Helfrich moved, seconded by CM Holmstrom, to adjourn. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lorang, Storm, and Mayor Masters. The meeting was adjourned at 8:46 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

_____
Lance Masters, Mayor

COUNCIL MEETING MARCH 12, 2012

Please retain the attached for public record and also distribute a copy to the Mayor and each Council Person for their record and information.

Don R. Haight

Don R. Haight

EXHIBIT A pg 1 of 18
TO MINUTES OF 3/12/12
City Council MEETING

READ (MEETING MARCH 12, 2012)

On Feb 27, 2012, the last council meeting I presented the following information to the Mayor and Council: Read my report.

Please note: I did not ask if the FEMA system was working or how it was working.

The city auditor presented his report during this meeting; he said there were no reports available regarding this project. How can a $500,000 project be audited if no information or reports are provided to the auditor? How can The City Council accept an audit report when the auditor makes a statement that there is no information available regarding the project? Not one question was asked that I can recall.

I would like to know why information was not provided to the auditor.

There is a lot of information available; I will read just five items that are very important to this project and I would assume would affect the auditor's opinion regarding the FEMA project.

!) Paragraph 2.3 of the FEMA intergovernmental agreement.

2) Paragraph 6. Of the FEMA intergovernmental agreement.

3) Paragraph 12.2.4 of the FEMA intergovernmental agreement.

4) Memo from Mark Van Voast County building inspector to Sheriff Wampler.

5) Ref. Request for proposal FEMA project page 31 of 57=" The Contractor's Project Manager will produce and distribute monthly progress reports thought the life of the project". ?????????

I suggest the council reads the Letters dated April 7, 2010, from William A Momahan, Attorney at Law, to Bernard Seeger, I also suggest you read the letter from Bermard Seeger and Jeff Pricher dated March 22, 2010 to The Mayor and City Council. Please note: Mr. Seeger & Mr., Pricher gave their recommendation before they received the lawyers legal opinion regarding the FEMA project and the fact that: "Ultimately, if the grant conditions are not met by Cascade Locks, responsibility will rest with the City".

Please explain to the Citizens of Cascade Locks, Just who was responsible for not full filling the obligations of this FEMA GRANT and who will be paying the bill to correct these very obvious and expensive mistakes??????

As some of you on the present Council may recall I have been trying for several months to locate at least one report regarding this project. WHERE ARE THE DOCUMENTS REGARDING THIS PROJECT????

READ (MEETING FEB 27, 2012)

I understand that Hood River County has not paid their $38,400 matching funds to The City of Cascade Locks for the FEMA GRANT that is long overdue. I would like to suggest that the council invites someone from Hood River County to address the City Council and explain just why they have refused to pay their portion of this project. It is very obvious that Hood River 911 department is not satisfied with the outcome of this project.

I would also like to know why the City is going to have to spend $20,000 to $30,000 to remove and install another tower for this project, how was this mistake made, who is responsible and who will pay the bill??

One more thing, I understand the reporter from our local Hood River paper made a comment how pleased he was the way the council meetings are presently going. I will have to agree, as it is sure nice to not be hearing the hatred that we were hearing during the recent recall. I can give one example that really bothered me. A citizen addressed the Council and said that the Mayor and Council were Hitler's Nazis. (By the way this Person was wearing a fire house 5 alarm-T- Shirt) In my opinion that was a very vicious thing to say and I understand our Mayor has selected this person so serve on our budget committee. I suggest the Hood River news paper reporter reviews the minutes from the meeting during the recall process and note who is making most of the vicious comments.

1. Effective Date and Duration. This IGA shall become effective on the date it has been signed by every party, and approved by the respective governing Boards. Unless extended or earlier terminated, this contract shall expire on October 6th 2010.

2. Agency Financial Contributions. Upon satisfaction of the contingencies described in Section 2.3 and 3.2 below, the Agencies shall provide matching contributions of 10% of the actual cost of the equipment, training, and services they pay for estimated in Exhibit 3.

2.1 Cascade Locks agrees to submit the requests to FEMA at the same time as it requests reimbursement from the Agencies for their share. Cascade Locks will not make payment to the vendor nor request reimbursement from the Agency receiving equipment, training, and services until Cascade Locks and said Agency are satisfied with the functionality and performance of the delivered equipment, training, or service. The Agencies shall make payments within 14 calendar days of receipt of the City's invoice. The City of Cascade Locks shall pay the vendor within approximately 7 days after the close of the 14 payment period, described above.

2.2 If the City of Cascade Locks cannot charge the legal work necessary to develop an RFP in accordance with its contract laws to the Grant or the Agencies choose to terminate the agreement before the project is complete, the Agencies will share equally, split 6 ways, the legal fees that Cascade Locks incurs to do this work. This legal work is estimated to cost $3000 and to be split equally between the six participating Agencies at $500 per Agency. If the legal work exceeds $3000, the Agencies will meet and agree how the higher costs will be addressed.

2.3 The project and commitment of Agency matching funds are contingent upon the parties' mutual acceptance of the results of an emergency communications systems study prepared by a qualified consultant in response to a Request for Proposal to be prepared and issued by the City of Cascade Locks, and mutual agreement on how future upgrades, maintenance and replacement costs identified in the study will be funded and paid for by the parties. The study is not intended to change the scope of the project. Rather the study will address:

2.3.1 Recommendations for a multi-jurisdictional (interoperable) communication system, including consideration of equipment upgrades, communication needs, training needs for 9-1-1 dispatchers (i.e. how to utilize the new equipment and corresponding fire protocols); and

2.3.2 Ongoing maintenance, upgrade and replacement costs of the recommended equipment and communications networks. The study will project the maintenance costs for the next 5 years; and

2.3.3 Potential interference with any other communications systems currently in place, recommended solutions, and associated costs.

3. Project Management.

3.1 The Agencies agree to coordinate with and contribute any necessary information to the City of Cascade Locks to aid in its preparation of the Request for Proposal.

3.2 The City of Cascade Locks shall advertise and award all contracts for the project, and shall act as the pass through agency for all contractor costs. If the costs to complete the project exceed the approved project costs under the FEMA Grant, the Agencies must unanimously agree to either approve a new funding plan to address those changes in order for the project to proceed or negotiate a reduced scope with FEMA to stay within the estimated budget. If the Agencies cannot mutually agree on a funding plan or reduced scope, the Agencies shall fill their obligations under 2.2, then the Project and Agreement shall be terminated, the funds would be returned to FEMA, and this agreement shall have no further force or effect

3.3 Cascade Locks represents and warrants that it has complied with the Grant Application (Exhibit 1) and Grant Agreement Articles (Exhibit 2) which outline the terms and conditions of the FEMA Grant. To the extent permitted by law, Cascade Locks shall defend, save, hold harmless and indemnify the Agencies, their officers, employees, agents and members, from and against any and all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or related to its obligations as Grantee under the FEMA Grant.

3.4 Each party to the IGA shall assist Cascade Locks, the regional host for the FEMA Grant, by providing all receipts, documentation, reports, and payments of local or matching share obligations in a timely manner. Further, each party is aware of its obligation to make available to Cascade Locks all records and materials required for grant compliance under the FEMA Agreement Articles.

4. **Equipment Ownership.** The Agency that receives the equipment under this FEMA Grant shall own and be responsible for operating and maintaining said equipment. Cascade Locks will obtain FEMA's written consent to the transfer of ownership of such equipment to the individual Agencies, if necessary.

5. **Equipment Maintenance, Upgrade and Replacement.** Each Agency shall be responsible for the maintenance, upgrade, and future replacement of all respective equipment purchased under the FEMA Grant, subject to the terms and conditions outlined in Section 2.3.

6. **Records Maintenance.** Cascade Locks, as the pass through agency, shall maintain accurate cost accounting records for expenditures and cash balances under this IGA. Cascade Locks shall use and maintain accounting policies, practices and procedures, which are consistent with generally accepted accounting principles, and in accordance with

applicable regulations.

7. **No Third Party Beneficiaries.** The Agencies are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

8. **Funds Available and Authorized.** The Agencies acknowledge having sufficient funds available and authorized for execution of this Contract. The Agencies understand and agree that payment of amounts under this contract attributable to work performed is contingent on budgetary limitations and other expenditure authority sufficient to allow the Agencies, in the exercise of their reasonable administrative discretion, to continue to make payments under this contract.

9. **Representations and Warranties.** The Agencies represent and warrant to one and each other that: (a) they have the power and authority to enter into and perform this Contract; and (b) this Contract, when executed and delivered, shall be a valid and binding obligation of each Agency, enforceable in accordance with its terms.

10. **Default; Remedies.**

10.1 Default. An Agency shall be in default under this IGA if it commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, or fails to perform its obligations under this IGA within the time specified or any extension thereof.

10.2 Remedies for Default. In the event any Agency is in default, the parties may, at their option, collectively pursue any or all of the remedies available to them under this IGA, and at law or in equity, including but not limited to:

10.2.1 Termination of this IGA;
10.2.2 Reimbursement of any matching contributions paid.

10.3 Remedies Cumulative. These remedies are cumulative to the extent the remedies are not inconsistent, and the Agencies may collectively pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

11. **Termination.** If any party choose to terminate its participation it may do so by providing all other parties thirty (30) days prior written notice from the date of signature, provided that termination does not retroactively terminate the parties' obligations that accrued before termination nor will it prevent, hinder or limit the parties' audit, inspection and other rights, including a right for reimbursement of all or a portion of any amount paid. The remaining parties shall determine whether continuing under the IGA is desirable and

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(G) FILE COPY

July 18, 2011

Re: Building Permit B-10-0479

Dear Sheriff Wampler;

To date, I have not been requested to perform any inspection of the installed communications tower by the permit holders (City of Cascade Locks).

I have inquired on several occasions with Jeff Pricher as to the status of the project and he informed me that there were still some outstanding details regarding the guy wires he needed to resolve.

I have attached a copy of the engineer's "required verifications" and detail drawing for your information. BACK PAGE

In order to close out this permit with an approval I will need the following to occur:

1. City of Cascade Locks to request a final inspection and provide access to the site.
2. Provide verification of the cable size and type used.
3. Provide verification of the anchor plates used.
4. Provide verification for the cable to tower connection (how is it connected).
5. Obtain additional permits and inspections for fuel gas piping installed to service the back-up generator (if new lines or service was established).

In regards to the second installation in question at the Middle Mountain site, there were never any permits obtained from this office to attach additional equipment to the existing tower.

In order to approve this installation it is necessary for the applicant to submit an application to the Building Department along with the supporting documentation for review. This documentation should include authorizations from the tower and property owners as well as an engineer's analysis showing that the additional proposed equipment will create no adverse conditions to the tower.

If you have any questions or require additional information feel free to contact me.

Mark Van Voast
(541) 387-7013 direct
(503) 706-2872 cell

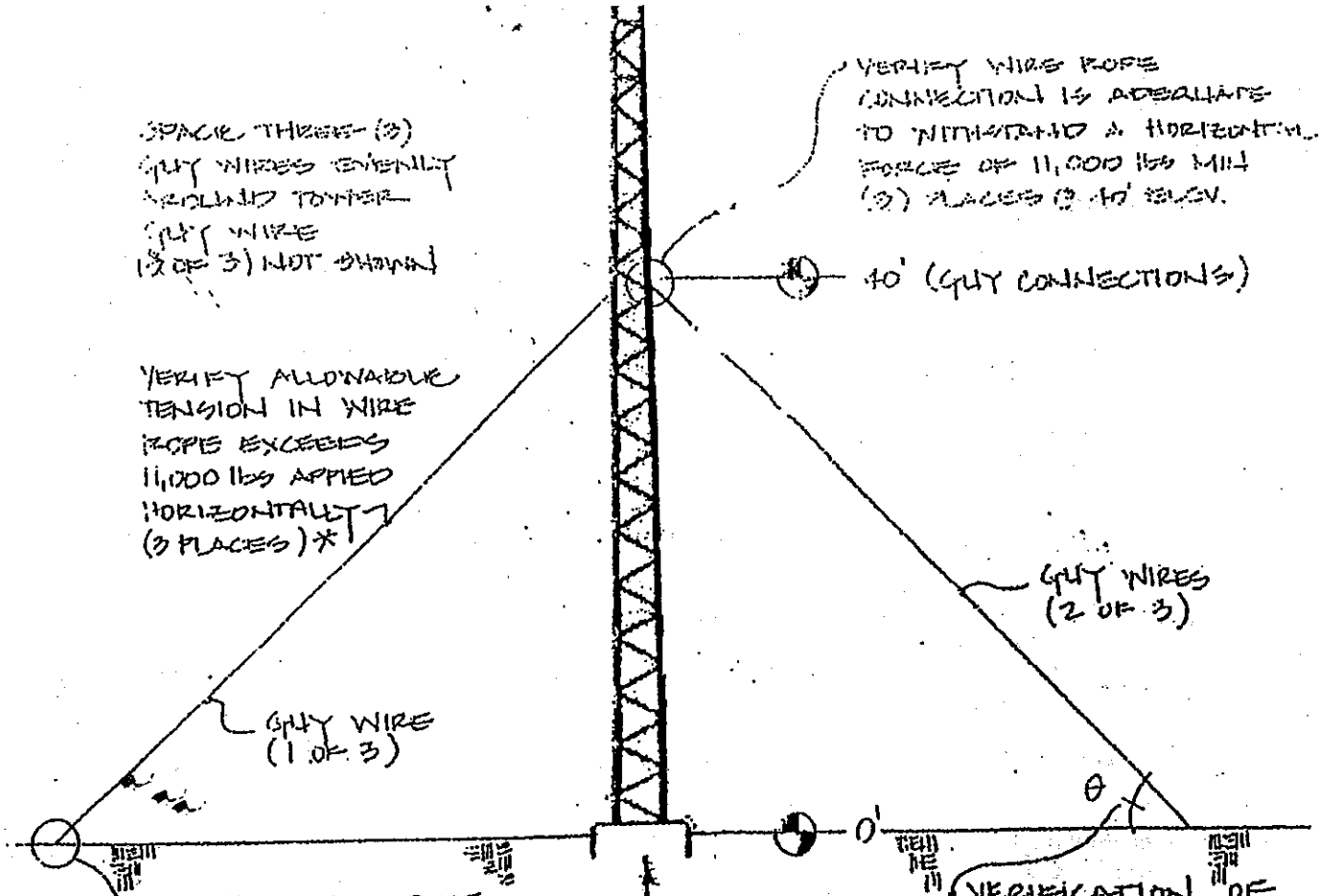
BELL DESIGN COMPANY

SUBJECT: RADIO TOWER

SHEET NO. ____ DATE 1.14.11

PROJECT NO. 112009

REQUIRED VERIFICATIONS



* DESIGN TENSION IN GUY WIRE IS (11,000/cos θ) lbs.

ASSUMED FOOTING IS ADEQUATE
VERIFY FOOTING SIZE & DEPTH TO MEET ASSUMED DIMENSIONS
(2'-0" MIN FROST DEPTH ADEQ.)

✓ 11

JORDAN SCHRADER
ATTORNEYS AT LAW

JORDAN SCHRADER RAMIS PC

April 7, 2010

Bernard Seeger
City of Cascade Locks
PO Box 308
Cascade Locks OR 97014

Re: **City of Cascade Locks**
General
Our File No. 50341-37562

Dear Bernard:

You have asked the following three questions:

1. Will each of the participants in the FEMA grant secured by Cascade Locks (Grant No. EMW-2008-FR-00271) share in liability?

2. If the present draft IGA between the participants does not allocate liability beyond Cascade Locks, can liability be allocated?

3. Can the City properly protect itself from undue liability by placing requirements of the grant with regards to the functionality of the communications system onto the vendor via a bid award contract?

Background

The City of Cascade Locks submitted a grant application under the FY 2008 Assistance to Firefighters Grant. The grant was approved to benefit Cascade Locks as well as five other agencies. The benefited recipients constitute the Hood River County 9-1-1 District, the cities of Cascade Locks and Hood River, and the Odell, Parkdale and Westside Fire districts.

Cascade Locks Emergency Services department applied for and was awarded the grant (on behalf of the 9-1-1 User District) and is the named grantee under the award from FEMA. As a result, under the FEMA grant agreement, Cascade Locks accepts and agrees to abide by the terms and conditions set forth in the Agreement Articles that have been provided by FEMA. As a result, Cascade Locks must:

- use the funds provided in accordance with the Articles of Agreement and the program guidelines, and

WILLIAM A. MONAHAN

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- agree that Federal funds received under the award will be used to supplement, but not supplant state or local funds for first responder preparedness.

Typical responsibilities of a grantee are to:

1. manage the grant award
2. prepare requests for grant fund advance or reimbursement
3. manage the budget
4. prepare and submit financial reports including a final report to close out the grant
5. prepare and submit performance reports
6. conform to general provisions of the award and Program Guidelines, commit to non-discriminatory practices, and other requirements
7. follow the audit requirements pertaining to the grant, and
8. maintain grant files and supporting documentation for three years upon official closeout of the grant and agree to make the files, etc. available for an audit by the awarding federal agency.

WHERE ARE THE FILES?

Question No. 1. Will each of the participants in the FEMA grant share in the liability?

The grantee is the City of Cascade Locks. The other entities that share in the program funded by FEMA benefit from the grant but are not named as co-recipients in the grant award. Therefore, they are not liable to FEMA other than as described in the Agreement Articles or the Intergovernmental Agreement that Cascade Locks negotiates with the parties.

Cascade Locks is responsible for program contact with FEMA, record keeping, and administration. This is typical for a multi-recipient grant award as the grantor desires to have one point of contact. This promotes efficiency and avoids confusion for the grantor. The expectation is that each recipient of the grant benefits will be aware of its obligation to support Cascade Locks by providing complete and timely information that Cascade Locks needs to submit to FEMA to comply with grant requirements. The IGA was developed to define roles and require each of the fire agencies to "coordinate with and contribute any necessary information" to Cascade Locks to prepare the request for proposals that will be used to procure a provider of equipment to allow for the spending of the program funds.

A specific term of the Agreement Articles is entitled "Regional Host" that provides that for regional projects, as is the case here, the "host" is

"accountable for the equipment purchased with grant funds and disbursed to other first-responder organizations under a memorandum of understanding. Responsibility for maintenance of the equipment may be placed in the hands of the recipient if specifically delineated in the memorandum of understanding between the host and the recipient." In this case, the draft IGA states that the fire agency that receives equipment under the Agreement will be responsible for "operating and maintaining said equipment (Section 4. Equipment Ownership).

In addition, under Section 5 "each fire agency shall be responsible for the maintenance, upgrade, and future replacement of all respective equipment purchased under the FEMA grant..." The accountability language continues in Section 12 where it says "Compliance with Applicable law binds all recipient fire agencies to comply with all federal, state and local laws, regulations, executive orders, ordinances, and terms and conditions applicable to the project."

Based upon the above, it is my opinion that the City of Cascade Locks as the regional host is solely responsible for the grant but does, through the contract terms and the IGA with other grant beneficiaries, have the right to negotiate to obtain a commitment for cooperation from the other beneficiaries. Ultimately, if the grant conditions are not met by Cascade Locks, responsibility will rest with the City.

Question No. 2. If the present draft IGA between the participants does not allocate liability beyond Cascade Locks, can liability be allocated?

WHY WAS THE IGA NOT MODIFIED?

The present draft IGA could be modified as it has not yet been signed by all parties. So, while Cascade Locks ultimately is liable to FEMA for compliance with all grant conditions, it can negotiate additional responsibilities for the other beneficiaries. However, if the other parties are not all willing to negotiate to assume additional liability, the City cannot reduce its responsibility. As the Regional Host that made application for the grant, the City assumed the liability that accompanies the grant.

Perhaps to clarify responsibilities and obligations the City could suggest that the other parties consider accepting a new section that could be added to the IGA that says:

"Each party to the IGA shall assist Cascade Locks, the regional host for the FEMA Grant, by providing all receipts, documentation, reports, and payments of local or matching share obligations in a timely manner.

Further, each party is aware of its obligation to make available to Cascade Locks all records and materials required for grant compliance under the FEMA Agreement Articles."

Question No. 3 Can the City properly protect itself from undue liability by placing requirements of the grant with regards to the functionality of the communications system onto the vendor via a bid award contract?

Yes. The request for proposals (RFP) to secure a vender of the communication equipment require that the vendor provide a warranty that the equipment provided will perform the functions described in the RFP. The RFP will specifically address interconnectivity and stipulate that the vendor is responsible for the interconnectivity. If the system is installed by the vendor and does not perform as specified, the responsibility for making the system function properly rests with the vendor, not the City of Cascade Locks. The City's responsibility is to carry out the RFP to spend the program funds in accordance with the grant to obtain the vendor and equipment in coordination with the other agencies.

The vendor will be responsible to the City to sign a contract and provide a useable system that meets the specifications within the RFP. A draft RFP has been prepared by Fire Chief Jeff Pricher that our office will refine and will provide language suitable to cover the warranty obligations of the vendor.

The City has an obligation to FEMA to follow the conditions of the grant to obtain a system as described in the grant award. If the system does not operate as described in the RFP, FEMA will advise the City of the problem and the City will be responsible for advising the vendor to take corrective action to cure the problem.

If you have any questions, please let us know.

Sincerely,

JORDAN SCHRADER RAMIS PC

William A. Monahan

(F)

City of Cascade Locks

MEMORANDUM

March 22, 2010

PLEASE NOTE: THIS LETTER WAS PRESENTED BEFORE THE LAW FIRMS LETTER WAS RECIEVED

TO: Mayor and City Council

FROM: Bernard Seeger, City Administrator, Jeff Pricher, Emergency Services Chief

SUBJECT: 911 User Board District Regional Communications IGA

Issue: How shall the Hood River County 9-1-1 Communication District "911 District" work together to execute the FEMA Regional Communications Grant interagency regional communications platform improvement project to provide for the safe and effective delivery of regional fire and emergency response services?

Recommendation: Approve the proposed IGA establishing the roles and responsibilities for the conduct of the FEMA Regional Communications Grant interagency regional communications platform improvement project.

Discussion:
In July of 2009 staff conducted a workshop with Council explaining the impetus behind this project and what the general plan for expending these funds would be. The staff report from that workshop is provided for your review and reference. Since then, we have received an extension on the execution of the project and have worked through the negotiation of an IGA that sets the shared roles and responsibilities for executing this project. The negotiated IGA with the County, City of Hood River, and 3 other agencies is provided for your review. The general plan of the IGA is that the City of CL will be administratively in charge of receiving funds and paying the vendor and the other agencies will responsible for providing their match and then maintaining and operating the equipment they receive as part of this project. CL will also be receiving one piece of equipment and be responsible for that. The City will be reimbursed by the partnering agencies for 5/6 of the legal expenses incurred for producing the RFP for this project, regardless if the project is executed or not. The attorney's from the Sheriff's office and the three largest entities ie. the County, the City of Hood River, and us have all reviewed and are in agreement with this IGA, feeling we are reasonably protected from any undue liability in this project.

If you have any questions or comments please don't hesitate to contact me at x8484 or 400-0979 or Jeff at 374-8510.

c file
r.f.

100400

WHY DID CL MANAGE THIS PROJECT? NOT PAID

Exhibit 3

Agency	FEMA Funding	Agency Match	Total
911 Center (Sheriff's Office)	$345,600	$38,400	$384,000
City of Cascade Locks	$11,340	$1,270	$12,610
City of Hood River	$45,720	$5,080	$50,800
Parkdale Fire District	$11,340	$1,270	$12,610
Odell Fire	$11,340	$1,270	$12,610
Westside Fire	$11,340	$1,270	$12,610
Total	$436,680	$48,560	$485,240

(F)

City of Cascade Locks

MEMORANDUM

March 22, 2010

PLEASE NOTE: THIS LETTER WAS PRESENTED BEFORE THE LAW FIRMS LETTER WAS RECIEVED

TO: Mayor and City Council

FROM: Bernard Seeger, City Administrator, Jeff Pricher, Emergency Services Chief

SUBJECT: 911 User Board District Regional Communications IGA

Issue: How shall the Hood River County 9-1-1 Communication District "911 District" work together to execute the FEMA Regional Communications Grant interagency regional communications platform improvement project to provide for the safe and effective delivery of regional fire and emergency response services?

Recommendation: Approve the proposed IGA establishing the roles and responsibilities for the conduct of the FEMA Regional Communications Grant interagency regional communications platform improvement project.

Discussion:
In July of 2009 staff conducted a workshop with Council explaining the impetus behind this project and what the general plan for expending these funds would be. The staff report from that workshop is provided for your review and reference. Since then, we have received an extension on the execution of the project and have worked through the negotiation of an IGA that sets the shared roles and responsibilities for executing this project. The negotiated IGA with the County, City of Hood River, and 3 other agencies is provided for your review. The general plan of the IGA is that the City of CL will be administratively in charge of receiving funds and paying the vendor and the other agencies will responsible for providing their match and then maintaining and operating the equipment they receive as part of this project. CL will also be receiving one piece of equipment and be responsible for that. The City will be reimbursed by the partnering agencies for 5/6 of the legal expenses incurred for producing the RFP for this project, regardless if the project is executed or not. The attorney's from the Sheriff's office and the three largest entities ie. the County, the City of Hood River, and us have all reviewed and are in agreement with this IGA, feeling we are reasonably protected from any undue liability in this project.

If you have any questions or comments please don't hesitate to contact me at x8484 or 400-0979 or Jeff at 374-8510.

c file
r.f.

100460

WHY DID C.L. MANAGE THIS PROJECT

NOT PAID

Exhibit 3

Agency	FEMA Funding	Agency Match	Total
911 Center (Sheriff's Office)	$345,600	$38,400	$384,000
City of Cascade Locks	$11,340	$1,270	$12,610
City of Hood River	$45,720	$5,080	$50,800
Parkdale Fire District	$11,340	$1,270	$12,610
Odell Fire	$11,340	$1,270	$12,610
Westside Fire	$11,340	$1,270	$12,610
Total	$436,680	$48,560	$485,240

administration. The Contractor's Project Manager will produce and distribute monthly progress reports throughout the life of the project. WHERE ARE THE REPORTS?

b) The Contractor's Project Manager shall coordinate all processes with Cascade Locks to meet the requirements of this RFP and shall perform the following tasks:

1. Review all RFP specifications and familiarize himself/herself with the requirements,

2. Be the sole contact for the Cascade Locks Project Manager, after the contract award,

3. Schedule the delivery, and keep the Cascade Locks Project Manager informed at all times of the delivery schedule of all equipment pertaining to this system,

4. Be responsible for coordinating any required engineering,

5. Perform all site visits with the Cascade Locks Project Manager's representative as well as any installation sub-contractors,

6. Coordinate all site preparation required for the successful installation of this system,

7. Have full authority to perform all subcontracting functions required to complete this installation within the guidelines of this specification,

8. Provide to the Cascade Locks Project Manager all installation documentation, wiring diagrams and as-built documentation,

9. Be on site during the installation of the fixed equipment, transition from existing system to the new system and provide any information and assistance as required by the installation personnel and/or the Agencies,

10. Be available via phone or pager during business hours, and return calls as soon as possible, and

11. Coordinate the entire optimization effort of this system until accepted by the Cascade Locks Project Manager.

Cascade Locks will review and approve the System Acceptance Test Plan (SATP) and the Contractor will assume the responsibility for collating the data. The Contractor's Project Manager will also inform Cascade Locks when these tests are to be run to enable the Cascade Locks Project Manager or representative to be present during the entire test.

The Contractor's Project Manager will facilitate or coordinate with the Agencies all training requirements as described within this RFP. The Contractor's Project Manager will be available to the Agencies until final acceptance of the system.

The Contractor's Project Manager shall aid Cascade Locks in performing an audit of the system installation to ensure that the installation has been performed to the highest quality standards established for such items. The Contractor's Project Manager will have weekly meetings, during the lifetime of the project, to keep Cascade Locks Project Manager and/or their representative up to date on the status of the installation.

BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
3/15/2012	Mid Month AP Run	$ 62,704.84
3/23/2012	Gross Payroll	$ 28,627.70
	GRAND TOTAL	$ 91,332.54

APPROVAL:

Mayor Masters

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2136	03/12	03/15/2012	3	2010-990	1859 - Oregon's Magazine	Ad	0840562160	995.00
Total 2136:								995.00
2137	03/12	03/15/2012	375	101818327	AIRGAS	Cylinder Rental	0540562351	14.73
Total 2137:								14.73
2138	03/12	03/15/2012	1650	022912	ASIFLEX	Admin Fees	5140562110	3.75
Total 2138:								3.75
2139	03/12	03/15/2012	1702	872423337X	AT&T MOBILITY	Fire Cell	0540562050	25.39
Total 2139:								25.39
2140	03/12	03/15/2012	2900	40780A	BRYANT PIPE AND SUPPLY	Parts	2140562560	105.43
Total 2140:								105.43
2141	03/12	03/15/2012	3182	031512	CARR, SHIRLEY	Brochure Delivery	0840562020	500.00
Total 2141:								500.00
2142	03/12	03/15/2012	3180	C165590	CARSON OIL COMPANY	fuel	0540562420	451.49
Total 2142:								451.49
2143	03/12	03/15/2012	3600	030512	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over C90/fuse	0540562441	34.00
Total 2143:								34.00
2144	03/12	03/15/2012	4000	CL-303	CASCADE LOCKS LIGHT CO.	600138402tay	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-304	CASCADE LOCKS LIGHT CO.	100466109cuf	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-305	CASCADE LOCKS LIGHT CO.	200098300kop	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-306	CASCADE LOCKS LIGHT CO.	301877211vel	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-307	CASCADE LOCKS LIGHT CO.	300168500car	5140562138	150.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2144	03/12	03/15/2012	4000	CL-308	CASCADE LOCKS LIGHT CO.	300164308dic	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-309	CASCADE LOCKS LIGHT CO.	301877106hou	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-310	CASCADE LOCKS LIGHT CO.	211944609sir	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-311	CASCADE LOCKS LIGHT CO.	211944804kas	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-312	CASCADE LOCKS LIGHT CO.	100087412rev	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-313	CASCADE LOCKS LIGHT CO.	301877616sta	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-314	CASCADE LOCKS LIGHT CO.	200111400hur	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-315	CASCADE LOCKS LIGHT CO.	211944302ple	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-316	CASCADE LOCKS LIGHT CO.	600146502whi	5140562138	150.00
2144	03/12	03/15/2012	4000	CL-317	CASCADE LOCKS LIGHT CO.	301877824ste	5140562138	150.00
2144	03/12	03/15/2012	4000	SSS 3/2012	CASCADE LOCKS LIGHT CO.	SSS 3/2012	0140862025	227.00
Total 2144:								2,477.00
2145	03/12	03/15/2012	4840	374-2036 02	CENTURYLINK	phones	0140162050	128.52
2145	03/12	03/15/2012	4840	374-2036 02	CENTURYLINK	phones	2142162050	171.55
2145	03/12	03/15/2012	4840	374-2036 02	CENTURYLINK	phones	3142162050	82.62
2145	03/12	03/15/2012	4840	374-2036 02	CENTURYLINK	phones	4142162050	63.69
2145	03/12	03/15/2012	4840	374-2036 02	CENTURYLINK	phones	5142162050	127.37
2145	03/12	03/15/2012	4840	374-2049 02	CENTURYLINK	Sewer	2140562050	227.34
2145	03/12	03/15/2012	4840	374-5415 02	CENTURYLINK	Lift Station	3140562050	34.99
2145	03/12	03/15/2012	4840	374-8570 02	CENTURYLINK	phones	3140562050	112.36
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	0140162050	5.97
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	2142162050	7.96
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	3142162050	3.83
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	4142162050	2.96
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	5140562050	33.44
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	5140662050	22.29
2145	03/12	03/15/2012	4840	374-8911 02	CENTURYLINK	Emergency After Hours	5142162050	5.91
Total 2145:								1,030.80
2146	03/12	03/15/2012	4841	374-8664 02	CENTURYLINK COMMUNICATIONS, IN	WELL HOUSE	2140562050	7.09
Total 2146:								7.09
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	0140462551	1,033.95
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	0140562071	28.80
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	0140762630	166.45
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	0540562439	58.55

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	0540562439	24.59
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	0540562439	892.74
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	1740562551	21.30
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	2140562070	21.30
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	2140562070	63.67
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	2140562070	1,717.54
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	2140562070	21.37
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	2142162071	257.97
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	3140562070	48.68
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	3140562070	461.74
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	3140562070	21.30
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	3140562070	1,629.02
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	3140562070	21.30
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	4142162071	401.52
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	5140562800	21.30
2147	03/12	03/15/2012	4001	031512	CITY OF CASCADE LOCKS	UTILITIES	5142162071	386.95
Total 2147:								7,300.04
2148	03/12	03/15/2012	21054	10088683	CITY OF PORTLAND, OREGON	Telecomm Service	0540562050	37.51
Total 2148:								37.51
2149	03/12	03/15/2012	23763	022812	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	38.00
Total 2149:								38.00
2150	03/12	03/15/2012	6231	0003302123	COLUMBIA GORGE RACING ASSOCIA	OREGONIAN SUMMER AD	0840562170	325.50
2150	03/12	03/15/2012	6231	1477	COLUMBIA GORGE RACING ASSOCIA	LASER SAILOR AD	0840562170	350.00
2150	03/12	03/15/2012	6231	1489	COLUMBIA GORGE RACING ASSOCIA	LASER SAILOR AD	0840562170	350.00
2150	03/12	03/15/2012	6231	6034714	COLUMBIA GORGE RACING ASSOCIA	2012 CGRA CALENDARS	0840562170	212.24
2150	03/12	03/15/2012	6231	6101842	COLUMBIA GORGE RACING ASSOCIA	2012 CGRA CALENDARS	0840562170	362.61
2150	03/12	03/15/2012	6231	ADJ434708C	COLUMBIA GORGE RACING ASSOCIA	TSHIRTS	0840562170	650.82
2150	03/12	03/15/2012	6231	ADJ436880C	COLUMBIA GORGE RACING ASSOCIA	acrylic tumblers	0840562170	1,164.78
Total 2150:								3,415.95
2151	03/12	03/15/2012	6300	A4208	COLUMBIA HARDWARE, LLC	build mat dept dump	5140562770	5.99
2151	03/12	03/15/2012	6300	B4634	COLUMBIA HARDWARE, LLC	angle sash amber	2140562560	76.76
2151	03/12	03/15/2012	6300	B4985	COLUMBIA HARDWARE, LLC	ripping chisel	5140562770	16.25

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2151	03/12	03/15/2012	6300	B5493	COLUMBIA HARDWARE, LLC	chain and pail	5140562770	5.98
Total 2151:								104.98
2152	03/12	03/15/2012	7000	005-13873	Cummins Northwest LLC	E94 Repair	0540562441	370.71
Total 2152:								370.71
2153	03/12	03/15/2012	8250	022912	EFFICIENCY SERVICES GROUP, LLC	Admin Fees	5140562140	750.00
Total 2153:								750.00
2154	03/12	03/15/2012	8301	1440782	EMERGENCY MEDICAL PRODUCTS, I	Meds	0540562351	111.70
Total 2154:								111.70
2155	03/12	03/15/2012	9105	ORHOD2578	FASTENAL	Parts,ear plugs	5140562770	46.11
Total 2155:								46.11
2156	03/12	03/15/2012	9430	1047-1015	FISHER COMMUNICATIONS INC	Programming	4140562740	150.80
Total 2156:								150.80
2157	03/12	03/15/2012	9700	1139040	GENERAL PACIFIC INC.	Fuse Link	5140562770	220.00
2157	03/12	03/15/2012	9700	1139040	GENERAL PACIFIC INC.	Fuse Link	5140562770	185.00
2157	03/12	03/15/2012	9700	1139639	GENERAL PACIFIC INC.	Credit on Fuse Links	5140562770	185.00-
2157	03/12	03/15/2012	9700	1139694	GENERAL PACIFIC INC.	Wire	5140563670	162.23
2157	03/12	03/15/2012	9700	1139694	GENERAL PACIFIC INC.	Wire	5140663670	162.22
2157	03/12	03/15/2012	9700	1139992	GENERAL PACIFIC INC.	Neutral	5140563670	358.00
2157	03/12	03/15/2012	9700	1140017	GENERAL PACIFIC INC.	Wire	5140563670	249.50
2157	03/12	03/15/2012	9700	1140017	GENERAL PACIFIC INC.	Wire	5140663670	249.50
2157	03/12	03/15/2012	9700	1140288	GENERAL PACIFIC INC.	equipment mount	5140563760	558.00
Total 2157:								1,959.45
2158	03/12	03/15/2012	9815	549	GORGE PUBLISHING	Gorge Guide	0840562160	1,299.60
2158	03/12	03/15/2012	9815	550	GORGE PUBLISHING	Gorge Guide	0840562160	898.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2158:								2,197.60
2159	03/12	03/15/2012	12585	4384607	HD Supply Waterworks, LTD.	baker #5 boiler plug	2140562560	206.50
2159	03/12	03/15/2012	12585	4411684	HD Supply Waterworks, LTD.	M & H 18" extension	2140562560	391.00
Total 2159:								597.50
2160	03/12	03/15/2012	4620	383265	HERITAGE OPERATING L.P.	Propane	0540562439	1,041.98
Total 2160:								1,041.98
2161	03/12	03/15/2012	11500	1034	HOOD RIVER CO. CHAMBER OF COM	Marketing Package	0840562113	500.00
Total 2161:								500.00
2162	03/12	03/15/2012	12500	2012	HOOD RIVER UNDERGROUND	2012 Membership Dues	5140562030	35.00
Total 2162:								35.00
2163	03/12	03/15/2012	12700	022812CR	HUPP JR., TRACY N.	Reimburse Mileage	5140562020	51.06
2163	03/12	03/15/2012	12700	030912CR	HUPP JR., TRACY N.	Reimburse for Costco	0140462540	37.48
2163	03/12	03/15/2012	12700	030912CR	HUPP JR., TRACY N.	Reimburse for Costco	5140562200	116.97
2163	03/12	03/15/2012	12700	030912CR	HUPP JR., TRACY N.	Reimburse for Costco	5140662200	116.97
Total 2163:								322.48
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	0140162110	15.30
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	0140162120	37.54
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	0540562120	22.36
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	0542162110	.90
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	2142162110	3.59
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	2142162120	22.36
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	3142162110	4.20
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	3142162120	17.88
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	4142162110	.48
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	4142162121	19.67
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	5142162110	31.60
2164	03/12	03/15/2012	12875	86574580	IKON OFFICE SOLUTIONS	Rental/Copies	5142162121	49.17

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2164:								225.05
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	0140162093	166.94
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	0140262093	51.56
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	0340562093	51.56
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	0542162093	48.46
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	2142162093	123.32
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	3142162093	123.63
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	4142162093	85.38
2165	03/12	03/15/2012	20585	030812	Koch Consulting, INC.	Interim CA Services	5142162093	380.28
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
2165	03/12	03/15/2012	20585	031512	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 2165:								3,531.13
2166	03/12	03/15/2012	23100	589557	LES SCHWAB TIRE CENTER	Tire Chains	0540562441	139.95
2166	03/12	03/15/2012	23100	877316	LES SCHWAB TIRE CENTER	Brakes on Ambulance 91	0540562441	1,312.91
Total 2166:								1,452.86
2167	03/12	03/15/2012	14112	8376220	LIFETIME	Programming	4140562740	139.20
Total 2167:								139.20
2168	03/12	03/15/2012	14700	022912	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0540562110	5.00
Total 2168:								5.00
2169	03/12	03/15/2012	15289	96-01-01 3/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,159.85
2169	03/12	03/15/2012	15289	96-01-01 3/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	358.83
2169	03/12	03/15/2012	15289	96-01-02 3/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	938.02
2169	03/12	03/15/2012	15289	96-01-02 3/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	327.54

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2169:								2,784.24
2170	03/12	03/15/2012	16580	09329160	Norco, INC	oxygen	0540562351	158.61
Total 2170:								158.61
2171	03/12	03/15/2012	7315	2012 ANNUA	OHA State of Oregon	drinking water/cross connection/backflow	2140562030	112.50
Total 2171:								112.50
2172	03/12	03/15/2012	19695	020143211	OLDCASTLE PRECAST INC.	Parts..	5140563760	124.48
Total 2172:								124.48
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	0140162080	3,483.55
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	0542162080	142.45
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	0840562080	362.60
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	2142162080	984.20
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	3142162080	1,968.40
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	4142162080	569.80
2173	03/12	03/15/2012	17250	030112	ONSTOTT & BROEHL, PC	Balance on 10-11 Audit	5142162080	5,439.00
Total 2173:								12,950.00
2174	03/12	03/15/2012	17300	53746	OPERATIONS MANAGEMENT INTERN	April 2012 Services	3140562700	6,955.92
Total 2174:								6,955.92
2175	03/12	03/15/2012	20852	9963274-MR	PITNEY BOWES - RENTAL	Rental	0140162120	32.76
2175	03/12	03/15/2012	20852	9963274-MR	PITNEY BOWES - RENTAL	Rental	0540562120	19.50
2175	03/12	03/15/2012	20852	9963274-MR	PITNEY BOWES - RENTAL	Rental	2142162120	19.50
2175	03/12	03/15/2012	20852	9963274-MR	PITNEY BOWES - RENTAL	Rental	3142162120	15.60
2175	03/12	03/15/2012	20852	9963274-MR	PITNEY BOWES - RENTAL	Rental	4142162121	17.16
2175	03/12	03/15/2012	20852	9963274-MR	PITNEY BOWES - RENTAL	Rental	5142162121	42.90
Total 2175:								147.42
2176	03/12	03/15/2012	21000	1158095	PLATT ELECTRIC SUPPLY	Parts, bulbs	0540562440	51.62

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2176:								51.62
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	0140162010	2.83
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	0140262010	.36
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	0542162010	.05
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	2142162010	1.03
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	3142162010	.93
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	4142162010	.31
2177	03/12	03/15/2012	21101	1787	PRINT IT	Name Plates	5142162010	4.49
Total 2177:								10.00
2178	03/12	03/15/2012	22290	145	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	24.40
2178	03/12	03/15/2012	22290	145	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	317.20
2178	03/12	03/15/2012	22290	145	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	561.20
2178	03/12	03/15/2012	22290	145	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	902.80
2178	03/12	03/15/2012	22290	145	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	634.40
Total 2178:								2,440.00
2179	03/12	03/15/2012	22915	68771	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	802.00
Total 2179:								802.00
2180	03/12	03/15/2012	23155	158693	SEA WESTERN	Boots	0540562350	311.12
Total 2180:								311.12
2181	03/12	03/15/2012	903271	022912	Shane Wood	Energy Effeciency Credit	5140562140	15.00
Total 2181:								15.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162055	17.25
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	348.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	10.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140262100	86.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	0542162100	11.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	2142162100	117.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	3142162100	195.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	4142162100	29.00
2182	03/12	03/15/2012	23673	02/29/12	Sosnkowski & Cleaveland P.C.	Attorney Fees	5142162100	572.00
Total 2182:								1,385.25
2183	03/12	03/15/2012	25403	854798819 3	SPRINT	Fire Cell	0540562050	89.36
Total 2183:								89.36
2184	03/12	03/15/2012	23750	8021158188	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	44.49
2184	03/12	03/15/2012	23750	8021158188	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	5.62
2184	03/12	03/15/2012	23750	8021158188	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	16.24
2184	03/12	03/15/2012	23750	8021158188	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	14.52
2184	03/12	03/15/2012	23750	8021158188	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	4.84
2184	03/12	03/15/2012	23750	8021158188	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	70.40
2184	03/12	03/15/2012	23750	8021238277	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	20.19
2184	03/12	03/15/2012	23750	8021238277	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	2.55
2184	03/12	03/15/2012	23750	8021238277	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	7.37
2184	03/12	03/15/2012	23750	8021238277	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	6.59
2184	03/12	03/15/2012	23750	8021238277	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	2.20
2184	03/12	03/15/2012	23750	8021238277	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	31.93
Total 2184:								226.94
2185	03/12	03/15/2012	23795	3001748596	STERICYCLE, INC.	Steri-Safe	0540562110	242.61
Total 2185:								242.61
2186	03/12	03/15/2012	24510	17-16054	Travel & Recreation Directory	ad	0840562160	950.00
Total 2186:								950.00
2187	03/12	03/15/2012	16715	146540	TWGW, INC NAPA AUTO PARTS	fuel pump assembly,coveralls,spray	0340562560	122.26
2187	03/12	03/15/2012	16715	146540	TWGW, INC NAPA AUTO PARTS	fuel pump assembly,coveralls,spray	3140562560	122.25
2187	03/12	03/15/2012	16715	500007934	TWGW, INC NAPA AUTO PARTS	Socket,lubricant,washer,crimping tool	5140562201	22.56
2187	03/12	03/15/2012	16715	500007934	TWGW, INC NAPA AUTO PARTS	Socket,lubricant,washer,crimping tool	5140662201	22.55
2187	03/12	03/15/2012	16715	803603	TWGW, INC NAPA AUTO PARTS	fitting,hose,hydrolic oil	2140562560	149.28
2187	03/12	03/15/2012	16715	804387	TWGW, INC NAPA AUTO PARTS	ATF Plus 4	5140562200	11.38
2187	03/12	03/15/2012	16715	805834	TWGW, INC NAPA AUTO PARTS	gas hose,clamp	2140562560	43.38

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount	
Total 2187:								493.66	
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	0140162010	43.87	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	0140262010	5.58	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	Backgound Checks	0540562110	20.00	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	0542162010	.77	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	2142162010	15.96	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	3142162010	14.41	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	4142162010	4.80	M
3151201	03/12	03/15/2012	24900	2974 2/12	U S BANK CC	MS Office 2010	5142162010	69.58	M
Total 3151201:								174.97	
3151202	03/12	03/15/2012	24900	8827 2/12	U S BANK CC	Meals	5140562770	50.00	M
3151202	03/12	03/15/2012	24900	8827 2/12	U S BANK CC	tools	5140563700	51.44	M
3151202	03/12	03/15/2012	24900	8827 2/12	U S BANK CC	tools	5140663700	51.44	M
Total 3151202:								152.88	
3151203	03/12	03/15/2012	24900	4393 2/12	U S BANK CC	Battery Back Up for Server	5640563941	1,143.37	M
Total 3151203:								1,143.37	
3151204	03/12	03/15/2012	24900	8773 2/12	U S BANK CC	Governor's Conference Registration	0840562160	545.00	M
3151204	03/12	03/15/2012	24900	8773 2/12	U S BANK CC	Vehicle Repairs	5140562110	276.10	M
3151204	03/12	03/15/2012	24900	8773 2/12	U S BANK CC	Vehicle Repairs	5140662110	184.06	M
Total 3151204:								1,005.16	
Grand Totals:								62,704.84	

AGENDA ITEM NO 5a

STAFF REPORT

Date Prepared: March 20, 2012

For City Council Meeting on: March 26, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator PK

APPROVED BY: N/A

SUBJECT: Extending the contract with Dave Griffin as Consulting Public Works Director until October 2013.

SYNOPSIS: On April 28, 2011 the City entered into a contract with Dave Griffin as Consulting Public Works Director for twelve months beginning April of 2011. The current contract for services terminates April 28, 2012 and the recommendation is to extend the contract to October 2013 in a phase out effort. It is the plan of the city to require the proper certification and licensing of the three employees in the Public Works Department so as to reduce and eventually eliminate the need for the Contract Consulting Public Works Director. Dave Griffin does have the required licenses and certificates that allow the City to operate and maintain both the water treatment plant and the waste water treatment plant. Without these certificates and licenses the City could not operate the two plants or systems.

This issue comes to City Council at this time as the current contract terminates April 28, 2012. Formal action is requested at this time.

CITY COUNCIL OPTIONS: City Council has the following options available at this time.

1. Extend the current contract for a period of 18 months as proposed.
2. Do not extend the contract as proposed.
3. Enter into renegotiations with Dave Griffin to change the contract elements.
4. Take other action as City Council may wish to take.

RECOMMENDATION: That City Council, by motion, authorize the extension of the current contract with Dave Griffin as Contract Consulting Public Works Director for a period not to exceed 18 months or to October of 2013.

[**Suggested Motion**; I move that the City authorize extension of the current contract with Dave Griffin as Contract Consulting Public Works Director until October 2013 and authorize the Mayor to sign the contract.]

Legal Review and Opinion: N/A. This is merely the extension of an existing contract with the same conditions as included in the original document.

Financial review and status: Under the terms of this contract, Dave Griffin will be paid a basic per site visit fee of $100. for one hour of on site service. Additional work will be billed to the City at $40 per hour. In the current approved budget (2011-12) $35,000 has been budgeted for this contract and the services. Through January of 2012, $13,979 has been spent. The estimated expenditures for the 5 months left in the budget year is an additional $9,985. The projected expenditure for the twelve month budget year totals $23,964. At the current rate of expenditure there will be $11,035 remaining unspent in the approved budget.

BACKGROUND INFORMATION:

1. A copy of the current contract document is attached for City Council information.
2. It is anticipated that the 2012-13 budget will include $25,000 to continue this contract through the 2012-13 year with a lesser amount being proposed in the 2013-14 year.
3. The plan is to phase out the services of this contract over the next 18 months, providing time for the other employees of the Public Works Department to study, take classes and receive the necessary certifications required by the State in order for the City to operate both water and sewer systems.
4. The work and services of Dave Griffin have been very helpful in guiding and supervising the Public Works employees. Dave has been important to the City for his licenses and certificates and also plays a big role in helping to identify and solve the water system leak problem. Dave, working with Sheldon, was instrumental in getting the Lakeside Street water problem solved with no cost to the City.
5. Under the terms of the contract, Dave Griffin is in town one day per week and sometime more often than that. He is also available to Administration and Public Works employees via telephone and email.
6. Once approved by City Council a new signature page will be prepared and used.

Paul

Consulting Public Works Superintendent Agreement

THIS PROFFESIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the CITY of Cascade Locks (the "City"), an Oregon Municipal Corporation, and David Griffin, Rockranch Enterprises (the "Consultant").

RECITALS

A) City requires a consultant to serve in the capacity of the City's Public Works Superintendent. Current City budget does not allow for filling of the position as an employee and the City believes it in the best interest of the City to seek a part time contracted consultant to fill its needs. Current City Public Works employees lack the requisite certification, knowledge, and experience to perform such services.

B) The Consultant will serve under the City Administrator as Department head for the Public Works Department.

C) The Consultant has a current agreement with the City to act as the City's Certified Water Operator; this agreement expands upon that current agreement.

Based on the foregoing Recitals, the parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall begin on the last date signed below and run for a period of one year from that date. This Agreement may be extended by mutual agreement between the City and the Consultant. However, any such expiration or failure to extend shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Scope of Services. Consultant's services under this Agreement shall be to function as the City's Public Works Superintendent under the current adopted job description for that position. This agreement shall supersede the Job description where applicable.(The position of Consulting Public Works Superintendent is a new position and as such, all duties that are tied to the existing job description for Public Works Superintendent may not apply. Therefore attached to this agreement is the current job description for Public Works Superintendent with duties applying to this position duly noted by both the City Administrator and the Operator.)

3. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

4. Compensation.

(a) City agrees to pay Consultant on a time-and-materials basis for the services rendered. The Consultant will be compensated at a basic fee rate of $100 per site visit plus testing or repair expenses, to perform services as a Public Works Superintendent (PWS) and WA/OR Certified System Operator. The basic fee shall include all travel time and mileage to the Water System, 1 hr in onsite services to the City and any mileage accrued upon the Operators vehicle in performing the duties of PWS. All additional work shall be billed on an hourly basis @ $40 per hr. and shall contain any additional itemized costs arising in the performance of said work. Additional work may include written work from the Consultant's residence which may be required to provide the owner or State Agencies, consultants, etc. with reports, information, cost estimates etc. to aid in compliance of the owner's water

system.

Additional work shall be documented by the Consultant and shall be itemized in a monthly statement to the City Administrator. Variations and optional work shall be authorized by the City Administrator prior to the Consultant performing the work.

(b) Any change in rates must be proposed no later than 60 days before the expiration of this contract, and any rate changes will be effective only for any subsequent contract.

(c) All monthly invoices shall describe the work, the date the work was performed and the amount of time worked. In addition, the invoice shall identify the nature of the work performed,

(d) City agrees to pay Consultant within 30 days after receipt of Consultant's itemized statement. Only amounts disputed by City may be withheld pending settlement.

(e) Consultant understands and agrees that City operates on limited funding and that much of the work under this Agreement is to allow for any additional funds to hire regular full time employees in Public Works.

(f) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Consultant any fees or costs that City reasonably disputes.

5. Independent Contractor Status. Consultant will comply with ORS 670.600 through 670.605 during the life of this Agreement and as amended and shall be free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(a) Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement.

(b) Consultant is not eligible for any federal social security or unemployment insurance payments by the City for work performed under this Agreement. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(c) Consultant has filed federal and state income tax returns in the name of the business as part of the personal income tax return for the previous year for labor or services performed as an independent contractor in the previous year.

(d) Consultant agrees and certifies that work performed pursuant to this Agreement will be

performed only by David Griffin. At the time of execution of this Agreement and for all work performed under this Agreement David Griffin is a Oregon Certified Water Distribution Manager II, Cross Connection Specialist and shall acquire a Oregon Wastewater Collection Managers certificate within 6 months of this contract and shall present evidence to the City Administrator that preparations for the exam are being made within 45 days.

(e) The Operator/PWS agrees to provide services to the owner based on the operator's knowledge, certification and experience. The City has determined through resume, interview, and previous water operators work, that David Griffin is qualified to hold the position, and David Griffin agrees to perform the duties of the Public Works Superintendent to the best his abilities and in the best interest of the City of Cascade Locks.

Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term:

(i) by mutual written consent of the parties at anytime; or

(ii) by either party upon 30 days' written notice to the other, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a statement of services for all services performed and expenses incurred since the date of the last submittal of a statement of services. Consultant and the City will negotiate to ensure completion of any work in progress.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Sub consultants and Assignment. Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant.

9. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement or work performed for the City.

10. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by

Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

11. Compliance With Applicable Law. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement.

12. Conflict of Interest. If, under this Agreement, the Consultant has occasion to supervise, regulate, review, recommend or critique the work of any corporation, person, partnership or any other entity for whom the Consultant has previously worked, the Consultant shall immediately notify the Mayor of this prior relationship. The Consultant shall not perform any work for the City that involves supervising, reviewing, regulating, recommending or critiquing the work of any corporation, person, partnership or any other entity for whom the Consultant has previously worked unless the Consultant first advises the Mayor and the Mayor provides written authorization for the Consultant to proceed.

13. Professional Standards. The Consultant shall be responsible, to the level of competency presently maintained by employees of the City, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Agreement.

14. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

15. Indemnity and Insurance.

(a) Indemnity. The City shall indemnify and hold harmless the Consultant from all liability in any litigation or circumstances arising from the Consultants supervision and management of the City's Public Works Department, its employees, or customers in the performance of the duties of Public Works Superintendent. This is a limited liability contract and the Consultant shall not be held liable for any failures of the City's Systems, contaminations or failures to meet environmental quality testing, control or failure of the Water, Wastewater, Streets, Storm Drainage, Parks or any City System or employee to provide proper customer service in any way, shape, or form.

(b) Workers' Compensation Coverage The Consultant shall provide his own workers Liability insurance as necessary to cover the Consultant.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall obtain and maintain, comprehensive general and automobile liability insurance for the protection of Consultant insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's work. This insurance, if required, shall be in an amount not less than $1,000,000 combined, single-limit, and per-occurrence/annual aggregate.

(d) General Liability. Consultant shall obtain and maintain, liability insurance for the protection of Consultant, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than $1,000,000 combined, and single limit.

Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. The provisions of this subsection apply fully to Consultant only.

16. Integration. This Agreement contains the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

17. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

18. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

19. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

20. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

21. Hours.

(a) Both the City and the Consultant acknowledge that this agreement is flexible as to hours and days of the week. The hours of the position are flexible and varied and shall average between 8 and 20 hours per week, unless agreed to by amendment or during special circumstances by email between the Operator and City Administrator. While hours per day and time of day may vary, the Operator agrees to be present at the City facilities twice a week under normal circumstances.

(b) The Consultant acknowledges that attendance at some City Council meetings may be required, however there is not a requirement to attend all City Council or other meetings, coordination of attendance shall be through the City Administrator. Rates shall remain the same for all meetings attended, and coordinated with onsite Department Duties.

(c) The City recognizes that many duties of this position can be accomplished from the Consultants, office, home, via email, or phone. Fractions of hours shall be documented in 15 minute increments and duly noted in billings. Phone calls from the City requiring less than 10 minutes shall be waived of charges.

(d) All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

22. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective 48 hours after mailing, unless sooner received.

For Consultant:	**For the City of Cascade Locks:**
David Griffin, Rockranch Enterprises	City of Cascade Locks
308 Hayden Lane	140 Wa-Na-Pa
Goldendale, WA 98620	Cascade Locks, OR 97014

23. Non-waiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

24. Contact. The Operator/PWS shall provide the City's Representatives with 24 hr contact information for the operator.

25. City's Responsibilities.

(a) City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement and the performance of the duties of Public Works Superintendent. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.) The City will support the Operator/PWS in efforts to maintain the Owner's Public Works Department and associated Systems in a safe, compliant, and professional manner in the best interest of Public Health and Safety during the term of this contract.

(b) The Operator/PWS may be required to purchase materials for use in the owners system. The owner agrees that when necessary the operator has the right to purchase the necessary materials for use in the owner's Public Works System as per the City's purchasing requirements for employees.

(c) The PWS position is considered a management position, and this contract is considered a Consultant/Operations/Management agreement. Both the City and Operator agree that fieldwork involving hands on installation, repairs and maintenance with the owner's employees may be provided, but shall be kept at a minimum.

(d) If the contract is terminated for any reason, the City will notify the DHS/DEQ immediately. The Operator shall not be held accountable for failure to notify DHS/DEQ or compliance issues that result from a failure of notification.

(e) The City will provide all onsite equipment, as required by law, necessary for the Operator/PWS to properly perform the duties of the PWS.

(f) The City will pay for all testing, monitoring, and maintenance required by the any agency.

(g) The City will be available for direct communication with its Customers and shall support the Operator/ PWS in the decisions of operations of the Public Works Department when made under City regulations and policies.

(h) The City will inform its employees and staff of the duties and authority of the Consulting Public Works Superintendent.

26. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines. Venue for any legal action under this Agreement shall be Wasco County, Oregon.

27. Authorization. The person signing this Agreement on behalf of Consultant hereby covenants and warrants he or she is authorized to do so and that his or her signature will fully bind Consultant to the terms and conditions of this Agreement. Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 28 day of april 2011.

For David Griffin, Rockranch Enterprises

By: David Griffin

Title: Owner Rockranch Enterprises.

Dated: 04/28/11.

For the City of Cascade Locks:

By: Richard Carson

Title: City Administrator

Dated: april 27, 2011

AGENDA ITEM NO 5b

STAFF REPORT

Date Prepared: 3/20/2012

For City Council Meeting on: 3/26/2012

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer

APPROVED BY: Paul Koch

SUBJECT: Contract for Auditing Services 2011-2014

SYNOPSIS: The City is required by State Budget Law to conduct an audit of the financial operations on an annual basis. The current auditor contract terminates once the FYE audited financials are presented to council for the period the contract is for.

CITY COUNCIL OPTIONS:

1. Approve Auditor contract for FY 11-12, FY 12-13, and FY 13-14
2. Establish other direction for staff to proceed
3. Take no action

RECOMMENDATION: The City Council, by motion, approve the contract for auditing services for FY 11-12, FY 12-13, and FY 13-14.

Legal Review and Opinion: N/A

Financial review and status: Approved contracted amounts will be budgeted each fiscal year.

BACKGROUND INFORMATION:

1. The City of Cascade Locks uses the auditing firm of Onstott, Broehl & Cyphers for their annual audit. Onstott, Broehl & Cyphers has been providing the City audit service for the last 10+ years and has been a reliable, cost effective partner during this entire time. In past years the cost for auditing services were:

   Fiscal Year End 2006/2007 $20,450
   Fiscal Year End 2007/2008 $20,850
   Fiscal Year End 2008/2009 $22,500 (single audit required)
   Fiscal Year End 2009/2010 $21,500
   Fiscal Year End 2010/2011 $22,750 (single audit required)

2. Although it is desirable to go out for bid every 3-5 years for such services, there are not many firms available who does this work.
3. The proposed contract is attached for City Council Review.

Onstott, Broehl & Cyphers, P. C.

Certified Public Accountants

KENNETH L. ONSTOTT, c.p.a.
JAMES T. BROEHL, c.p.a.
RICK M. CYPHERS, c.p.a.

WILLIAM S. ROOPER, c.p.a. retired

MEMBERS:
American Institute of c.p.a.'s
Oregon Society of c.p.a.'s

OFFICES:

100 EAST FOURTH STREET
THE DALLES, OREGON 97058
Telephone: (541) 296-9131
Fax: (541) 296-6151

1313 BELMONT STREET
HOOD RIVER, OREGON 97031
Telephone: (541) 386-6661
Fax: (541) 308-0178

March 16, 2012

City of Cascade Locks
Cascade Locks, OR 97014

We are pleased to confirm our understanding of the services we are to provide the City of Cascade Locks for the year ended June 30, 2012 and the two years following. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of Cascade Locks as of and for the years ended June 30, 2012, 2013 and 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of Cascade Lock's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of Cascade Lock's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis.
- Schedules of revenues, expenditures and changes in fund balances – budget and actual for major funds.

Supplementary information other than RSI also accompanies City of Cascade Lock's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements

- Combining and individual nonmajor fund financial statements.
- Schedules of revenues, expenditures and changes in fund balances – budget and actual.
- Schedule of property tax transactions.
- Schedule of bonded and long-term debt transactions.
- Schedule of future debt service requirements.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our accountant's report will disclaim an opinion:

- Audit comments and disclosures required by state regulations.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Cascade Locks and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express

opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City of Cascade Locks is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities; to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cascade Locks and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits, or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial

statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1)errors, (2)fraudulent financial reporting, (3)misappropriation of assets, or (4)violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Cascade Locks' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to the City of Cascade Locks; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Onstott, Broehl, & Cyphers, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Department of Agriculture or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Onstott, Broehl & Cyphers, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties.

These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Agriculture. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the part(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately October 1, 2012 and to issue our reports no later than December 31, 2012. Kenneth Onstott is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be as follows:

2012	$22,400
2013	23,000
2014	23,750

An additional fee of $1,000 will be added for any year a Single Audit is required. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy or our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer report accompanies this letter.

We appreciate the opportunity to be of service to the City of Cascade Locks and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter please sign the enclosed copy and return it to us.

Very truly yours,

Kenneth Onstott

Onstott, Broehl & Cyphers, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Cascade Locks.

By:_____

Title:_____

Date:_____

R&B
READ & BOSE, PC
CERTIFIED PUBLIC
ACCOUNTANTS

System Review Report

To Shareholders of
Onstott, Broehl & Cyphers, P.C.
and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Onstott, Broehl & Cyphers, P.C. (the firm) in effect for the year ended January 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Onstott, Broehl & Cyphers, P.C. in effect for the year ended January 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Onstott, Broehl & Cyphers, P.C. has received a peer review rating of *pass*.

Read & Bose, PC

July 14, 2009

215 S.E. DORION • PENDLETON, OREGON 97801 • (541) 276-2693 • FAX (541) 276-6926 • www.peer-review.com

THIS CONTRACT, made this 16th day of March, 2012, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between **Onstott, Broehl & Cyphers, P.C.**, Certified Public Accountants of The Dalles, Oregon, hereinafter referred to as the Auditors, and **City of Cascade Locks**, hereinafter referred to as the Client, provides as follows:

1. It is hereby agreed that the Auditors shall conduct an audit of the accounts and fiscal affairs of the Client for the period beginning July 1, 2011 and ending June 30, 2012,and for the two following years in accordance with generally accepted auditing standards and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the Client, and to determine if the Client has complied substantially with appropriate legal provisions.

2. The Auditors agree that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.

3. It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of the Auditors are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the Client, who shall instruct the Auditors in writing 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.

4. 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 unless mutually agreed upon by the parties. 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 Minimum Standards for Audits of Oregon Municipal Corporations.

5. 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 the Auditors shall draft them for the Client. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth in Paragraph 8.

5. It is understood and agreed that either Party may cancel this contract by giving notice in writing to the other Party at least 180 days prior to July 1 of any year.

6. The separate letter of engagement is specifically included as a part of this contract.

7. In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the Client hereby agrees to pay the Auditors in accordance with their usual hourly rates 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.

8. The Auditors shall exert every effort to perform the services provided for in this contract as follows:

Annual audit for year ended:	
June 30, 2012	$22,400
June 30, 2013	23,000
June 30, 2014	23,750
Additional annual fee if Single Audit Required	1,000

The Auditors further agree to notify the Client if at any time it becomes evident that the total cost will exceed that amount. Such notification shall include a statement of the reasons why the Auditors will be unable to complete the services for the amount stated, and a statement of the additional amount necessary to complete the services. In no event shall the amount payable pursuant to this paragraph exceed the amounts stated above in the absence of a written amendment to the contrary

Auditors: **Onstott, Broehl & Cyphers, P.C.**

By: Kenneth Onstott
Shareholder

Date: 3-16-12

Client: **City of Cascade Locks**

By: _____

Date: _____

Position: _____

AGENDA ITEM NO 5C

STAFF REPORT

Date Prepared: 03/20/12

For City Council Meeting on: March 26, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley KW

APPROVED BY: ICA Koch

SUBJECT: Authorizing Check Signors

SYNOPSIS: We had a Councilor resign and the vacancy filled by Brad Lorang so we need a new resolution.

We have chosen to list the entire Council to sign checks. Finance Officer Bump will be in touch to obtain Council's signature on signature cards for the bank.

CITY COUNCIL OPTIONS:

1. **Approve Resolution No. 1232.**

RECOMMENDATION: Approve Resolution No. 1232 authorizing specific staff members and City Councilors to sign checks for the City of Cascade Locks; and repeal Resolution No. 1226.

Legal Review and Opinion: N/A

Financial review and status: N/A

RESOLUTION NO. 1232

A RESOLUTION AUTHORIZING SPECIFIC STAFF MEMBERS AND CITY COUNCILORS TO SIGN CHECKS FOR THE CITY OF CASCADE LOCKS; AND REPEALING RESOLUTION NO. 1226.

WHEREAS, Resolution No. 1226, adopted November 14, 2011, requires two signatures to validate each City check; and

WHEREAS, one of those signatures must be that of a City Councilor or Mayor and the other must be the City Recorder or City Administrator, unless the Mayor or City Councilors are not available, then the City Recorder, Finance Officer and City Administrator are authorized to sign the checks; and

WHEREAS, when the terms of the Mayor and Councilors expire and new officials are elected, changes to the list of persons authorized to sign City checks are required; and

WHEREAS, the City's financial institution requires that a resolution be in place identifying those specific individuals that have been granted authority to sign City checks;

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Identification of Individuals Authorized to Sign City Checks. The City hereby authorizes the following individuals to sign City checks:

Lance Masters, Mayor
Kathy E. Woosley, City Recorder
Marianne Bump, Finance Officer
Brad Lorang, City Councilor
Randy Holmstrom, City Councilor
Mark Storm, City Councilor
Tom Cramblett, City Councilor
Jeff Helfrich, City Councilor
Gail Lewis, City Councilor

SECTION 2. Revocation of Prior Authorization to Sign City Checks. Signors previously authorized, but not listed above, are no longer authorized to sign City checks.

SECTION 3. Repeal of Prior Resolutions. Resolution No. 1226 is hereby repealed.

SECTION 3. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 4. Expiration. This resolution shall remain in effect until repealed by the City Council.

ADOPTED by the City Council this **26th** day of **March**, 2012.

APPROVED by the Mayor this **26th** day of **March**, 2012.

ATTEST: _____
Mayor

_____
City Recorder

AGENDA ITEM NO 7a

STAFF REPORT

Date Prepared: March 20, 2012

For City Council Meeting on: March 26, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator PK

APPROVED BY: N/A

SUBJECT: Contract Planning Services

SYNOPSIS: City Council had directed staff to proceed with an RFQ for planning services. On December 12, 2011, Council formally authorized seeking RFQ's from rural oriented firms and individuals to serve the city in a contractual relationship. The City's current contract planner will be retiring soon and it is in the best interest of the City to proceed to find a new resource to provide that service. Under the current contract, the City (or a proposed development) pays $135 per hour for services. The goal under the new effort it to get that cost under $100. per hour.

The City advertised at LOC, the Oregon State Planners Association and amongst known firms and individuals who serve rural communities. Deadline for applications was January 20, 2012. The City of Stevenson, Washington, one rural firm and one individual applied under the RFQ process by the deadline for applications. The three applicants were interviewed and we have selected Stan Foster of PARC Resources as the firm to recommend to City Council to be the City's planning service.

CITY COUNCIL OPTIONS: This is an information only report.

RECOMMENDATION: There is no formal action be requested of City Council at this time. This report is information only and a formal contract will be brought to City Council in April for formal action.

Legal Review and Opinion: None needed at this time. The City Attorney will be developing and finalizing the formal contract which will come to City Council for formal adoption.

Financial review and status: None at this time. Under current policy, the fee is paid by proposed developers and there is no direct cost to the City. It is intended that this practice will continue with proposed developments.

BACKGROUND INFORMATION:

1. Stan Foster will be present at the City Council meeting to meet City Council and respond to any questions Council may have.
2. There are currently three different development proposals (street vacation, retail fish store and drive thru coffee shop) currently under consideration and coming to the City in the very near future. We intend to work with Stan Foster immediately to prepare for these and to begin organizing our application and pre-application process.
3. The hourly rate for PARC and Stan Foster is $99 per hour for land use consulting. There is usually no fee for answering questions from City staff and applicants. There would also be a mileage charge for PARC to attend planning commission and city council meetings. Trips to Cascade Locks would be combined with other business the firm has in the area to lower the potential cost to the City. At this point in the relationship it is the intent to pass on all the costs for Mr. Foster and PARC to applicants.
4. PARC resources will bring a very wide variety of experience dealing with issues in rural communities as well as other resources that may benefit the community over time. As we have discussed, there is a need to update the current code and policies to more effectively fit the needs of the community. The current code is much too cumbersome and will not be effective in providing for added business or other development the community may desire.
5. A copy of information on PARC Resources and Mr. Foster is attached for City Council information.

"PARC was able to identify salient features of our organization quickly, allowing them to create a solid starting point from which strategic planning could take place. There was no 'shoehorning' of KBOO into a ready-made packet that didn't reflect our values and practices."

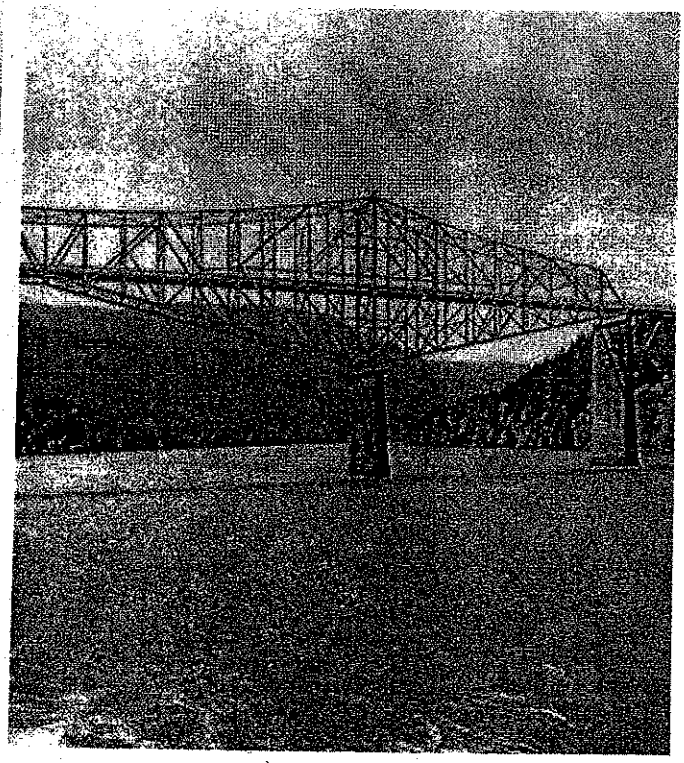
Dave Mazza
On-Air Personality
KBOO Community Radio

"PARC's assistance has brought many millions of dollars into this community and I truly appreciate the professional manner in which they have assisted this County and community."

Steve Grasty
Harney County

"PARC is an asset to our community in many ways. Besides being solid corporate citizens, they have assisted the city formally and informally in a number of projects over the years. They are focused, creative and customer service oriented. They recently completed a business incubator study that we will use as a blueprint for this important economic effort."

John McArdle
Mayor of Independence, Oregon



A Statement of Qualifications to Provide Consultant Services to the City of Cascade Locks

BASIC PLANNING SERVICES

Public Affairs Research Consultants (PARC) Resources
1-800-758-6812 / www.parcresources.com

REGIONAL OFFICES

Eastern Regional Office:	PO Box 549/101 East Main Weston, Oregon 97886 (541) 566-9384
Central Regional Office:	64644 Cook Road Bend, Oregon 97701 (541) 330-0485
Western Regional Office:	414 South Main Street Independence, Oregon 97801 (541) 382-0204
Idaho Regional Office:	364 S. Long Bay Way Star, Idah 83699 (541) 561-2448

Legal Status:	Oregon Limited Liability Company (LLC)
Service Area:	United States of America
Authorized Contact:	Stan Foster, President

CONSULTANT'S CAPABILITIES

Commitment to Community

Founded in 1985, PARC Resources is a consortium of consultants who provide professional services under contract for state, regional, local, and tribal governments, as well as for private sector for-profit and not-for-profit organizations. Over the past 20 years we have worked on successful projects throughout the west. Our reputation for completing our jobs on time and within budget has led to many long-term client relationships. Our business approach is to be responsive to the communities in which we are working, and to achieve positive sustainable results that can be relied upon.

Our extensive experience in rural communities provides us with a practical understanding of state land-use laws. Our goal is to protect our natural resources with a cooperative and informative approach with the public that allows desirable development to proceed without complicated and expensive rules interpretation. Growth is a natural and desirable condition that should be encouraged within the laws of the state and local government.

Team Approach

PARC Resources shapes each project team to fit our client's needs, bringing together the best-suited people to achieve results. Our pool of experts includes facilitators, marketing specialists, researchers, grant writers, architects, feasibility analysts, AICP-certified planners, economic development specialists, and project managers. We have on our team professionals with extensive experience working directly with community groups in developing public facilities and infrastructure projects. Together, our professionals have more than 100 combined years of experience in community development, planning, capital campaigns, and grant writing. By providing a wide range of experience and expertise, PARC Resources can ensure that projects are completed in an efficient and holistic manner.

Our representative for this proposal is Stan Foster, who is authorized to negotiate and execute an agreement between the parties. Mr. Foster can be reached at our Bend, Oregon office at 64644 Cook Avenue / Bend, Oregon, 97701 / 1-800-758-6812. He may also be reached via Email at stan@parcresources.com. Stan Foster, Tamra Mabbott, AICP, and Robert Irvine, Ph.D. will make up the primary team for this project. They will be able to meet on a regular basis as needed with the City Council, staff, and other key stakeholders in the affected area to facilitate the undertaking of this project.

Profile of Team Members

The scope of work identified in this proposal includes evaluating comprehensive plan compliance with specific land use requests, conducting day-to-day land use planning activities for the City, and assisting the City Manager and City Council on land-use matters to ensure compliance with state laws and regulations. PARC Resources will also participate in planning meetings, planning commission meetings as necessary, and work sessions with the City Council as requested. Code interpretation will be provided to the City and its citizens via our toll-free number, unless the client requests a face-to-face meeting with us as representatives of the City Planning Department. PARC Resources will also work with DLCD staff and the Oregon Land Conservation and Development Commission as necessary to support the City of Cascade Locks economic development and planning efforts.

Stan Foster, President of PARC Resources, will act as the primary liaison between the PARC team and city officials, and will facilitate the planning process. Tamra Mabbott, AICP Senior Planner for PARC Resources, will advise and assist on land-use compliance and regulatory issues to determine what best serves the interest of the City. She will recommend changes and action necessary to ensure the plan is in compliance with state law, and also recommend which changes will promote desirable development. PARC Resources' Managing Consultant, Robert Irvine, Ph.D., will assist on any needed research efforts associated with a specific land use matter. PARC Resources' support staff, including a Continuity Team of Laura Prado, John Schmidt, and Sherri Reed, will provide assistance to our planners. Resumes of key team members are available on request.

Familiarity With the Area
A regional company with offices located strategically in western, central, and eastern Oregon (as well as Idaho), PARC Resources' territory ranges from South Central California to Northern Washington, and from Eastern Idaho to the Pacific Coast. We are well suited to provide services to the City of Cascade Locks with regional offices located in the cities of Bend and Weston, Oregon. We have worked in the Columbia basin for over twenty years and we understand the basis of our economy, including the changes that are driving growth in our region. We have worked on a number of successful projects in and around the City of Cascade Locks area. Our knowledge and experience developing strategic economic development plans means that PARC Resources can *hit the ground running* in our work on behalf of the City.

Familiarity with Strategic Economic Planning
Over the past twenty years, PARC Resources has successfully collaborated on a wide number of planning projects throughout the Pacific Northwest, including comprehensive economic development plans, feasibility studies, and specialized land use studies. Further, our representatives have served as proponents for specific development and as regulators and contract planners for municipalities and counties. PARC Resources tailors its services to the needs of the organization, providing the range and level of service required by each client. It is our goal to augment the skills and talents of the organization, not substitute for them. By approaching strategic planning this way, PARC Resources not only assists organizations in reaching their goals, but also supports internal organizational development efforts that ultimately leave the client with enhanced capabilities that can be exploited in future endeavors.

Some past planning projects that PARC Resources has completed are as follows:

City of Jacksonville, Oregon: PARC Resources performed a comprehensive cottage industry study to evaluate and recommend changes to the city's comprehensive plan and to identify key parcels that could be rezoned to promote diversified economic development.

City of Umatilla, Oregon: PARC Resources assisted staff of the city on current and long-range planning efforts.

Morrow County Planning Department: PARC Resources oversaw the re-writing of the county's comprehensive plan, including code updates and language modification.

Rural Community Development Initiatives, Yakima, Washington: PARC Resources developed a strategic plan and later helped implement the key economic development initiatives described within the plan.

Washington Association of Small Business Incubators: PARC Resources prepared a feasibility and economic opportunity analysis for several small cities on the I-82 corridor (not including West Richland).

Spokane Tribe of Indians: PARC Resources developed a comprehensive economic development plan, including a feasibility and business plan, for the establishment of a business incubator facility.

City of Dayton, Oregon: PARC Resources developed a comprehensive parks master plan and an historic preservation plan for the city's several parks, developed and planned.

Morrow County, Oregon: PARC Resources developed a comprehensive parks master plan for the next twenty years of county park development.

City of Pilot Rock, Oregon: PARC Resources developed a strategic plan for community and economic development, with a special emphasis on downtown restoration.

City of Chiloquin, Oregon: PARC Resources developed a strategic plan for the community of Chiloquin and later developed a business feasibility study and an economic opportunity analysis for a business incubator project in the city.

City of Independence, Oregon: PARC Resources developed a business incubator plan for the city and surrounding communities.

Sustainable Development, Inc.: PARC Resources assisted SDI with planning, research, and funding plans for the community elements of the Pringle Creek Community development project, which reclaimed former state mental health facilities as a mixed-use development.

Private Business Studies: PARC Resources completed studies on RV parks, convenience stores, tourism facilities, industrial parks, cluster developments, retail centers, motels, restaurants, trucking companies, biomass plants, solid waste recycling centers, wind farms, and artist co-op facilities, to list just a few.

LAND USE PLANNING PROPOSAL

PARC Resources proposes to provide contract planning services for the City of Cascade Locks. In most cases, City staff can handle Type I applications with telephone support from us. If the City wishes PARC Resources to review these actions or requests, the typical cost would be $100 - $200. City staff may also wish to handle Type II applications locally. If they choose to direct this work to PARC Resources, the typical cost would be $250 - $500.

PARC Resources would handle Type III requests, consulting with the applicant over the telephone and in person, if necessary, as well as prepare the staff report, present the report to the planning commission, and complete the Summary of Findings and Conclusions based on the Commission's decision. The typical cost of this work would be $1,200 - $2,000.

Type IV land use actions are very time consuming and would involve the greatest amount of work. PARC Resources would ensure that all steps were followed correctly and that the City's actions were consistent with State Law. Local decisions would be defensible should the decision be appealed to LUBA. A typical Type IV application would cost $2,000 - $3,500.

Our hourly rate for professional land use consulting is $99 per hour, but we generally do not charge for answering questions from City staff and applicants, unless those questions require significant research or a significant amount of time. PARC Resources would charge mileage for "required" meetings, such as the Planning Commission and/or City Council, but will work to combine trips so that the City is only paying for its fair share of travel. We would work with the City to minimize travel costs by coordinating our schedule to coincide with regular meetings.

As the City Planners, we recommend that the City pass all our costs plus the mailing of notifications expenses to the applicant. This seems to work well; as far as we know, there have been no objections to any of our charges. Our approach is to ensure that the public has good timely information and that if there is no possibility of getting what they want through the land-use process, we will advise them of appropriate approaches to their project without charging for this time. While we tend to spend a few hours on an occasional basis with citizens, this has not been a problem and has resulted in them saving time and money.

STATEMENT OF AVAILABILITY

PARC Resources continues to bid on projects throughout the Northwest, but upon being awarded a contract, we assign the proposed team to the project to provide continuity and reliability of service throughout the contract period.

By submitting this proposal, PARC Resources certifies that we have the resources and capacity to meet all the objectives of this project. Should we be selected to proceed, we are prepared to meet with the City of Cascade Locks, Oregon to finalize the contract and begin work on this project.

By affixing my signature below, I attest that I have the authority to commit PARC Resources to the proposed project described herein. This proposal is good for sixty (60) days from the date of my signature.

Stan Foster
President

January 13, 2012
Date