



CITY COUNCIL AUGUST 01, 2016 AGENDA
REGULAR MEETING 7:00 PM
City Hall, 1001 Bridge St. Vernonia OR 97064

Mission Statement

The City of Vernonia pledges to be an ethical and responsive government using community collaboration to foster leadership and a vision for civic improvement while providing a safe, peaceful, economically viable community.

1. Call to Order and Pledge of Allegiance – Mayor Parrow

2. Additions or Removal of Agenda Items

3. Councilor Committee Meeting Reports

4. Topics from the Floor/Audience Participation

5. Consent Agenda for Approval

- A. Cemetery Committee Meeting Minutes for May 04, 2016pg. 1
- B. City Council Meeting Minutes for July 18, 2016 pg. 2-4
- C. City Council Executive Session Minutes for July 18, 2016 pg. 5

6. Unfinished Business

7. New Business

- A. Cemetery Committee Recommendationpg. 6
- B. Parks Committee Recommendation pg.7
- C. Oregon Public Works Emergency Response Cooperative Assistance Agreementpg. 8-16
- D. City Attorney, Alex Sosnkowski, Retirement Letterpg. 17-18
- E. Contract for Legal Servicespg. 19-22

8. Business from Departments

- A. Police Department – Chief Conner
- B. City Administrator Report – J. Mitchell

9. Ordinances/Resolutions

10. Correspondence

11. Items from Mayor and Councilors

12. Action Items Summary – City Administrator

Adjournment

AMERICANS WITH DISABILITIES ACT NOTICE

Please contact the City Recorder, Vernonia City Hall, 1001 Bridge Street, Vernonia, OR 97064 (Phone No. 503-429-5291) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TCC users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

Cemetery Committee Minutes May 4, 2016

Jeff opened the meeting at 6:40. Carol, Mike, Bruce, Lila, Shirley, Jeff and Ilene were present. Darlene Wilcoxon and Ben Fousek were visitors.

The minutes were read and approved.

No Treasurer's report

Caretakers Report - None. Ilene asked if the dried grass could be removed from the headstones.

Old business:

Ben presented information on the columbarium, the urn garden, the surveying, the stone, engraving, etc. and said everything would be ready to vote on during our regular June meeting.

The Memorial Day program was finalized and assignments were decided on.

There was a motion to go ahead with the stone benches. We will be able to go ahead with this project with money donated. There was a motion made and seconded to pay the balance out the the Vernonia Memorial Cemetery Fund. Motion carried.

It was decided to present information on gravel and bolders on corners to city council for their approval. Money to pay for the project would come from Vernonia Memorial Cemetery Fund.

New business: none

Next meeting will be June 9th at City Hall.

Meeting adjourned,

Ilene Grady, Secretary

*Minutes approved
7/14/16*



CITY COUNCIL JULY 18, 2016 **MINUTES**
REGULAR MEETING 7:00 PM
City Hall, 1001 Bridge St. Vernonia OR 97064

Mission Statement

The City of Vernonia pledges to be an ethical and responsive government using community collaboration to foster leadership and a vision for civic improvement while providing a safe, peaceful, economically viable community.

Call to Order and Pledge of Allegiance – Mayor Parrow

Mayor Parrow called the meeting to order at 7:02 PM

Additions or Removal of Agenda Items

Councilor Hult made a motion to approve the agenda as written. The motion was seconded by Councilor Tierney, motion passes.

Mayors Report

Oath of Office Eric M. Shafer by Mayor Parrow
Pinning of the Badge by Sierra Vidad

Councilor Committee Meeting Reports

Councilor McNair reported on the Cemetery Committee. The committee approved the purchase of the new bench at the July 14th meeting. The recommendation will be coming to Council. Councilor McNair has been in touch with City Administrator Mitchell about potentially purchasing bollards for the corners. The committee is also ready to move forward with selling the cemetery house.

Councilor Tierney reported that she attended the Senior Center Board meeting on July 15th. The Board members are concerned about the numbers for the meals. They will be reporting to City Council around the 1st of October.

Topics from the Floor/Audience Participation

Larry Collins, B Street, received a \$500 citation for his truck with camper that is parked on the road. He has nowhere to park it so keeps it parked on the street. City Administrator Mitchell explained the ordinance to Mr. Collins and stated that she will ask the City Planner if this ordinance applies to his situation. Once she has heard back from the City Planner she will contact the owner and let him know what the conclusion is. In the meantime, she will have code enforcement put the violation on hold.

Consent Agenda for Approval

A. City Council Meeting Minutes for July 05th, 2016

Councilor Tierney made a motion to approve the City Council meeting minutes from July 5th, 2016. The motion was seconded by Councilor Tierney, motion carried.

Unfinished Business

A. Nickerson Performance Bond Agreement – Discussion

City Administrator Mitchell presented to Council the DRAFT Agreement RE. Nickerson Ridge Estates. City staff would like direction from Council on how they would like to move forward with the agreement.

Sharon Bernal, Knott Street, brought to Councils attention that the meeting minutes from July 5th state that the road was never dedicated. She believes this is an error and would like staff to look again for any potential dedication documents. She is concerned that property owners are under the impression that they are responsible for the road. Even if the dedication was never completed, she believes that it was clearly intended.

City Administrator Mitchell stated that staff spent extensive time searching for the dedication documents and were never able to locate any. There is a formal process for dedicating a road and the road was never an accepted road by the city. The City of Vernonia will not accept the road until it is brought into compliance with the Public Works Standards. At that time, they can bring it to Council to be approved for dedication. Mayor Parrow requested that this information be conveyed to the Smejkal's so that they are aware of the requirements if they wish to have the street dedicated.

Gretchen Lindaur, Nickerson Avenue, would like to know if the bond has been posted and whether or not homeowners have access to this information. This whole ordeal has been quite devastating to the homeowners and they would like the information in case of a suit. City Administrator Mitchell stated that the bond has not been posted and the information is public record therefore could be requested thru a Public Records Request.

Tony Schrader, Knott Street, asked for clarification on the storm water project and whether or not the engineered plans could be reviewed by homeowners before approval. City Administrator Mitchell explained the project to him and stated that they are welcome to come review them but they will also be reviewed by the City Engineer. When the City Engineer is in town next, City Administrator Mitchell will arrange a meeting with any homeowners in the development that wish to meet.

Consensus of Council is to direct staff to move forward with the agreement.

New Business

A. Letter from Jimi Kolesar Requesting Water Leak Forgiveness

City Administrator Mitchell explained the request from Mrs. Kolesar to Council. Councilor McNair recused himself from the discussion due to a potential conflict of interest. Consensus of Council is to forgive the water charge for the excess water used during the leak. Council directed staff to credit \$220 to the account.

Business from Departments

A. Finance Department – A. Handegard Year End Finance Report

Finance Director Handegard presented her report to Council. Councilor McNair would like the water fund to be looked at as he believes rates could potentially be lowered. Finance Director Handegard stated that before rates were lowered, they should consider updates that are needed at the water plant.

B. Police Department – Chief Conner

Chief Conner gave a brief update on police department happenings. He explained that they hired Officer Shafer whom has gone thru basic training and is working to complete his field training. His training should be completed in 6 to 8 weeks. Once his training is completed we should be up to 24-hour coverage.

C. City Administrator Report – J. Mitchell

Wastewater Treatment Plant: Tetra Tech submitted at the last construction meeting a design for the monitoring wells to the contractor in order for the contractor to estimate the cost of supplies and installation. The design was not acceptable and will need to be simplified as a drilling rig will not be able to access the proposed location of the wells. We have received no word from DEQ on grants for this projects cost.

Rose Avenue Project: I will be meeting this week with Mary McArthur, from ColPac about the environmental assessment and finalize signing the Grant Admin paperwork and contract.

California Avenue: The clean-up of the private property will be beginning shortly. Once DEQ gives the property owner a NFA (No Further Action) letter, which will allow the City to put out the Notice of Award to DL Design Group to begin the engineering of California Avenue.

FEMA Public Assistance: The City has submitted all necessary paperwork for the Dec. 8th, 2015 Public Assistance projects, they will be submitting them to funding bundling this week.

Nickerson Ridge Estates: Discussed in draft MOU.

Airport Trailer: The purchaser of the Airport Trailer has not removed it from the property. Staff believes he underestimated the towing vehicle it would take to move it.

Temporary Seasonal Help: After interviewing 3 applicants for the seasonal temporary help the panel chose Jacob Eyrrick. Jacob will be available to assist the City until he returns to college in Central Oregon in the Fall.

Ordinances/Resolutions
Correspondence

Items from Mayor and Councilors

In light of recent events, Councilor McNair would like to express his support for our Law Enforcement.

Action Items Summary – City Administrator

City Administrator Mitchell will call the City Planner regarding the Topic From The Floor issue. She will then call the owner, Larry Collins, and give him an answer to his request.

City Administrator Mitchell will send an email to the Smejkal's regarding the process for street dedication.

City Administrator Mitchell will arrange a meeting with the City Engineer, Jon Forrester, and will notify homeowners.

Staff will adjust the water account for 895 Alabama with a \$200 credit.

Adjournment

Mayor Parrow adjourned the meeting at 8:20 PM.

These minutes were approved at the August 01, 2016 City Council Meeting.

Stephanie Borst, City Recorder

Randall J. Parrow, Mayor



CITY COUNCIL MEETING MINUTES
SPECIAL EXECUTIVE SESSION
Monday, July 18, 2016 6:30 PM
City Hall, 1001 Bridge St. Vernonia, OR 97064

Mission Statement

The City of Vernonia pledges to be an ethical and responsive government using community collaboration to foster leadership and a vision for civic improvement while providing a safe, peaceful, economically viable community.

AGENDA

Call to Order -- Mayor Parrow

Mayor Parrow called the meeting to order at 6:38 pm.

Additions to Agenda

Councilor Tierney made a motion to approve the agenda. The motion was seconded by Councilor McNair, motion passes.

Recess to Executive Session as per ORS 192.660 (2) (i)

The City Council will now meet in Executive Session:

The executive session is held pursuant to ORS 192.660 (2), which allows the Council to meet in executive session for the purpose stated.

- (i) *Performance Evaluations of Public Officers and Employees*

Return to Open Session for Final Action

Council returned to open session at 9:47 PM.

Councilor Tierney made a motion to extend City Administrator Mitchells Employment Agreement as of August 1st, 2016 for 1 year with the addition of a 5% merit increase. The motion was seconded by Councilor Seager, motion passes.

Adjournment

Mayor Parrow adjourned the meeting at 9:50 PM

These minutes were approved at the August 01, 2016 City Council Meeting.

Stephanie Borst, City Recorder

Randall J. Parrow, Mayor



The cemetery committee voted to purchase a bench using donation & cemetery beautification funds.

Recommend approval from council.

July 28, 2016

To: Vernonia City Council

From: Parks Committee

Re: Park Fee Changes

The Parks Committee voted at their committee meeting on July 27, 2016 to recommend to the City Council that the City install 2 new benches at Hawkins Park near the play structure and 3 new benches at Spencer Park near the play structure. The Committee also recommends that no new benches be installed at the Dewey Pool area until a plan is established for placement of any benches.

Signed,

Scott Laird, Parks Committee Chair,

Katie Poetter, Parks Committee Secretary



Oregon

Kate Brown, Governor

Department of Transportation

Maintenance & Operations Branch

455 Airport Road SE, Bldg K

Salem, OR 97301-5348

Phone: (503) 986-7915

Fax: (503) 986-3055

July 20, 2016

City of Vernonia
Public Works, Jeff Burch
1001 Bridge St.
Vernonia, OR 97064

Dear Ms. Burch:

The Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. As stated on Page 5, the Agreement shall remain in effect for five years after the date a party executes the Agreement. Your agency's commitment to the agreement expires 8/8/2016.

The mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response to the Requesting Agency when the Responding Agency determines it can provide the needed resources and expertise.
- Sets up the documentation needed to seek maximum reimbursement possible from federal agencies.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement and sends an updated list to all agencies whenever an agency is added to or removed from the list. Any agency may cancel its participation by giving written notice. The list of current members and guidelines on the ODOT Maintenance and Operations Branch web page at:

<http://www.oregon.gov/ODOT/HWY/OOM/ERP/docs/members%20updated%20list.pdf>

<http://www.oregon.gov/ODOT/HWY/OOM/ERP/docs/3mutualaidguide.pdf>

To renew your agency's participation in the agreement, send the completed signature page to:

Greg Ek-Collins
ODOT Maintenance and Operations Branch
800 Airport Road SE
Salem, OR 97301-4798
Fax: (503) 986-3032

If you have any questions about the agreement, please call Greg Ek-Collins, ODOT Statewide Emergency Operations Manager, at (503) 986-3020.

Sincerely,

Luci Moore
State Maintenance Engineer



OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



July 20, 2016

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

ANNALA, CAREY, BAKER, THOMPSON, VAN KOTEN & CLEVELAND, P.C.

Wayne C. Annala
Wilford K. Carey
Jeffrey J. Baker*
Michael J. Thompson*
Victor W. VanKoten*
Ruben D. Cleaveland*

Attorneys at Law
305 Cascade Street
P.O. Box 325
Hood River, Oregon 97031

Telephone 541-386-1811
Facsimile 541-386-6242

Donald W. Hull
OF COUNSEL

*Also Admitted to
Practice in Washington

July 19, 2016

City of Vernonia
1001 Bridge Street
Vernonia, OR 97064

RE: City Attorney Contract

Dear Mayor, City Council, and City Administrator Mitchell:

As explained in the enclosed letter from Alex Sosnkowski, we are winding up Sosnkowski & Cleaveland LLC. While Alex is moving on to new things, I am happy to continue representing Vernonia. After speaking to Ms. Mitchell, we agree that very little will change with this transition. Enclosed with this letter is a new contract. The main difference between the new contract and the previous one is that I am designated as the lead attorney and I have added a provision so I am reimbursed for travel mileage. The lead attorney designation comes with a modest increase in hourly rates from \$105 per hour to \$140 per hour. \$140 per hour was Alex's rate under the previous contract and it is very reasonable when compared to the rates of other law firms in Oregon. I still do not charge for time to and from Council meetings; but, after six years of travelling without compensation, it seems reasonable to add mileage reimbursement to cover costs.

If you have any questions about the enclosed contract, please just let me know. I am very thankful for you allowing me to represent the City of Vernonia. I sincerely hope the relationship continues.

Sincerely,



Ruben Cleaveland

Enclosures: Letter from Alex Sosnkowski
City Attorney Contract

SOSNKOWSKI & CLEVELAND LLC.

LOCAL GOVERNMENT AND MUNICIPAL LAW

ALEXANDRA E. SOSNKOWSKI
541 490 3199
RUBEN D. CLEVELAND
360 609 3935

PHYSICAL ADDRESS:
305 CASCADE AVE.
HOOD RIVER, OREGON 97031

MAILING ADDRESS:
P.O. BOX 325
HOOD RIVER, OREGON 97031

July 19, 2016

City of Vernonia
1001 Bridge Street
Vernonia, OR 97064

RE: City Attorney Contract

Dear Mayor and City Council:

There are some changes afoot with Sosnkowski & Cleaveland LLC. I have decided to retire from the practice of law. Although I will miss working with cities and their dedicated officials and staff, I am excited to be embarking on new adventures. Ruben is not without his own professional changes, as you may know. In addition to his work with Sosnkowski & Cleaveland LLC, for the last year he has been associated with Annala, Carey, Baker, Thompson, VanKoten & Cleaveland, P.C., another Hood River law firm with a very strong and highly respected municipal law practice.

Because I am retiring, it does not make sense to keep the entity Sosnkowski & Cleaveland LLC active. It will be more efficient for Ruben to provide you service through his new firm, Annala, Carey, Baker, Thompson, VanKoten & Cleaveland, P.C. There should be only a few changes that occur with this transition: (1) Ruben will move into the lead attorney position; (2) payment for billing should be made out to the other firm; and (2) the format of invoices will change due to different software. Otherwise, you will continue to receive high quality municipal law services at very affordable rates.

If you have any questions about this, please do not hesitate to call or email. It has been a pleasure serving Vernonia and I appreciate the trust you put in me and our firm. Thank you.

Sincerely,



Alexandra Sosnkowski

CITY OF VERNONIA
PERSONAL SERVICES CONTRACT
(City Attorney Services)

PARTIES:

City of Vernonia ("City")
1001 Bridge Street
Vernonia, OR 97064

Annala, Carey, Baker, Thompson, VanKoten & Cleaveland, P.C. ("Contractor")
P.O. Box 325
Hood River, OR 97031

RECITALS

Contractor is being engaged to provide legal services as set forth in the attached Exhibit "A."

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Statement of Work: Contractor shall provide the services set forth in Exhibit "A" (the "Work"). Contractor shall perform the Work under the supervision of the City Council and in accordance with the terms and conditions of this Contract. Ruben Cleaveland shall serve as the City Attorney and lead attorney.

2. All Costs by Contractor: Contractor shall, at its own risk and expense, perform the Work described above and, except as provided in this Contract, furnish all labor, equipment and materials required for the proper performance of the Work.

3. Qualified to Provide Work: Contractor has represented, and by entering into this Contract now represents, that Contractor is fully qualified to perform the service to which he will be assigned in a skilled and workmanlike manner. Contractor is responsible for maintaining active "good standing" status as a member of the Oregon State Bar Association.

4. Contract Term; Renewal:

a. This Contract is effective on the date signed. The initial term of this Contract is from August 1, 2016, through July 31, 2018. Unless this Contract is terminated in accordance with its terms or extended, this contract ends July 31, 2018. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured.

b. This Contract may be extended automatically for up to two (2) additional two (2) year terms by mutual written consent of the parties, which consent shall specify the extension period.

5. Compensation: Contractor shall be paid for the Work performed under this contract in the manner provided in Exhibit "A." Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Contractor claims reimbursement. The description of all Work performed shall be in sufficient detail to show the amount of time spent and services provided during each month preceding submission of the invoice. City shall pay Contractor within 30 days of receipt of Contractor's invoice.

6. Indemnification and insurance: CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITY, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT. Contractor shall not be held responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of the City. Contractor shall maintain professional liability insurance as required by the Oregon State Bar for Work performed under this Contract. Any attorney that travels to the City or any other location on behalf of the City shall have in effect and maintain comprehensive automobile liability insurance.

7. Termination: This Contract may be terminated by either party by giving 30 days written notice to the other party.

8. Independent Contractor Status:

- a. Contractor shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. Contractor understands and agrees that it is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

9. Assignment and Subcontracts: Contractor shall not assign this Contract or subcontract any portion of the work without the written consent of City, which consent may be withheld in the City's sole discretion. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment

EXHIBIT "A"

STATEMENT OF WORK, SCHEDULE, AND PAYMENT TERMS

1. Contractor will provide legal services as City Attorney to the City of Vernonia. Such services may include, but are not limited to, advice at City meetings, advice to support staff, review of documents, communication with council or other governmental entities or individuals, participation in hearings or meetings at City, preparation of findings, attendance at meetings of City and other bodies, and such other matters as City or its support staff shall direct.
2. Contractor will coordinate with City and its support staff, through the City Administrator, concerning which meetings to attend, when and to what extent to undertake legal research, when and to what extent to prepare findings, and otherwise how to operate to provide legal services within a limited budget. However, Contractor shall, at Contractor's discretion, advise City when contractor believes additional work is necessary to meet Contractor's and City's responsibilities.
3. Work shall begin on August 1, 2016 and continue through July 31, 2018, unless the term is extended.
4. Contractor's hourly rate is \$140 per hour for Ruben Cleaveland, travel time to regular City Council meetings will not be billed. City shall reimburse Contractor for mileage at the federal travel rate in effect at the time of travel.
5. Contractor's client pursuant to this contract is City. Contractor may also represent other clients on unrelated matters, but shall not represent clients who have a current conflict of interest with City unless City consents after full disclosure.