



Toledo City Hall
206 N. Main St.
Toledo, Oregon 97391
7:00 p.m.

TOLEDO CITY COUNCIL
Regular Session
June 20, 2018

- 1. Call to Order**
- 2. Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to five (5) minutes).
- 3. Proclamation**
ASK DAY – June 21, 2018
- 4. Consent Calendar**
No items for consideration
- 5. Discussion and Information Items**
Committee Updates
- 6. Public Hearing**
Adopting the proposed Fiscal Year 2018-2019 Budget and declaring the City's election to receive State Shared Revenue
- 7. Decision Items**
Proposed Resolution No. 1402, Resolution to adopt the Budget for Fiscal Year 2018-2019 and declaring the City's election to receive State Shared Revenues
Presented by: City Manager Craig Martin

Proposed Resolution No. 1403, Resolution to declare the City's election to receive State Revenues
Presented By: City Manager Craig Martin

Proposed Resolution No. 1404, Resolution setting the Street Lighting Utility Fee for the 2018-2019 Fiscal Year
Presented By: Public Works Director Mike Adams

Proposed Resolution No. 1405, Resolution to transfer funds from the General Fund Administration to General Fund General Services to cover expenditures for professional services for City Attorney and Financial Services
Presented By: City Manager Craig Martin

Grant Agreement Authorization, Authorize the City Manager to execute 2018 Small City Allotment Agreement No. 32629 for \$50,000

Presented By: Public Works Director Mike Adams

Contract Services Agreement Extension – Authorize the City Manager to extend the agreement with the Oregon Cascades West COG

Presented By: Craig Martin, City Manager

Contract Services Agreement Addendum – Approve Addendum #3 to extend personal services agreement for city legal services with the Paul B. Osterlund, Attorney, P.C. through December 31, 2018

Presented By: Craig Martin City Manager

8. Reports and Comments

- Department Reports
- City Manager's Report
- Council Comments
- Mayor Comments

9. Adjournment



**CITY OF TOLEDO
PROCLAMATION**

**ASK DAY
JUNE 21, 2018**

WHEREAS, one in three American homes where children live contain guns, and 1.7 million children live in a home with an unlocked, loaded gun; and

WHEREAS, the ASK (Asking Saves Kids) Campaign encourages parents to add one more safety question to conversations before their child visits other homes, "Is there an unlocked gun in your house?" and

WHEREAS, the hope is that asking will become a common health and safety question; offering a real, immediate solution that all Americans can adopt to help protect their families and children from injury and death; and

WHEREAS, the power of the ASK Campaign is that it brings together all Americans concerned with the welfare of children, including gun owners, and makes the solution to gun violence a discussion about public safety; and

WHEREAS, the first day of summer, the season in which kids typically spend more time at the homes of friends and family, is designated as **National ASK Day**.

NOW THEREFORE, as the Mayor of Toledo Oregon, I do hereby proclaim **June 21, 2018** as:

"ASK Day"

and encourage residents to recognize the importance of gun safety in community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of Toledo to be affixed this 20th day of June, 2018.

Mayor Billie Jo Smith

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 20, 2018			
Ordinance ☐	Resolution ☒	Motion ☐	Information ☐
Date Prepared: June 15, 2018		Dept.: Administration	
Subject: 2018 – 2019 Budget Adoption		Contact Person: Craig Martin, City Manager	

RECOMMENDATION: Adopt Resolution No. 1402, a Resolution adopting the 2018 – 2019 Budget, appropriating funds, and levying taxes for the Fiscal Year 2018 – 2019.

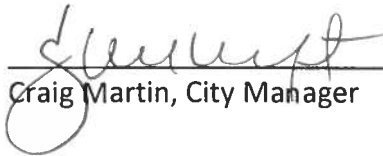
FISCAL IMPACT: \$18,387,522 in Appropriations for the 2018 – 2019 Fiscal Year.

COUNCIL GOAL: **Financial Security:** Be fiscally responsible and maximize available resources.

BACKGROUND: The attached resolution adopts the recommended 2018 – 2019 Budget as approved by the Budget Committee on June 6, 2018. The Resolution also establishes a tax rate of \$5.18/\$1,000 of assessed value, and \$170,750 in bonded debt.

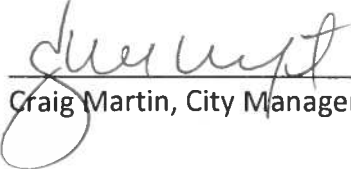
ALTERNATIVES: Reduce or increase expenditures as allowed.

PREPARED BY:



Craig Martin, City Manager

SUBMITTED BY:



Craig Martin, City Manager

RESOLUTION NO. 1402

A Resolution Adopting the Budget, Appropriating Funds, and Levying Taxes for the Fiscal Year 2018-2019

BE IT RESOLVED that the City Council of the City of Toledo hereby adopts the budget for the fiscal year 2018-2019 in the sum of \$18,357,522, now on file at the Toledo City Hall.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2018, and for the purposes shown below, are hereby appropriated:

GENERAL FUND

Administrative	\$626,068
Police	\$1,472,580
Fire	\$739,022
Recreation	\$0
Property Maintenance	\$370,440
Library	\$252,568
Municipal Court	\$34,744
General Services	\$333,465
General Operating Contingency	\$202,232
FUND TOTAL	\$4,843,496

PUBLIC WORKS

Personnel Service	\$0
Materials & Services	\$0
Capital Outlay	\$0
Contingency	\$0
FUND TOTAL	\$0

STREETS

Materials & Service	\$210,647
Capital Outlay	\$1,639,275
Transfers	\$78,760
Contingency	\$71,224
FUND TOTAL	\$2,225,546

WATER

Water Plant	\$847,834
Water Distribution	\$779,561
Contingency	\$305,971
FUND TOTAL	\$1,933,365

SEWER

Sewer Plant	\$604,448
Sewer Collection	\$2,091,185
Contingency	\$44,115
FUND TOTAL	\$2,739,748

CITY COUNCIL STRATEGIC RESERVE

Materials & Services	\$10,700
Capital Outlay	\$45,939
FUND TOTAL	\$56,639

DEBT SERVICE

Debt Services	\$170,750
FUND TOTAL	\$170,750

FORFEITURE REVENUE FUND

Materials & Services	\$4,280
FUND TOTAL	\$4,280

REVOLVING LOAN FUND

Materials & Services	\$64,419
FUND TOTAL	\$64,419

SOLID WASTE FUND

Materials & Services	\$184,766
FUND TOTAL	\$184,766

911 SYSTEM FUND

Materials & Services	\$15,000
Capital Outlay	\$72,261
FUND TOTAL	\$87,261

BUILDING AND PROPERTY RESERVE

Capital Outlay	\$579,680
FUND TOTAL	\$579,680

GENERAL RESERVE FUND

Capital Outlay	\$489,687
FUND TOTAL	\$489,687

PUBLIC WORKS RESERVE

Capital Outlay	\$254,502
FUND TOTAL	\$254,502

WATER RESERVE FUND

Materials & Services	\$225,000
Capital Outlay	\$1,275,454
FUND TOTAL	\$1,500,454
 SEWER RESERVE TOTAL	
Materials & Services	\$15,732
Capital Outlay	\$160,000
Debt Service	\$1,500,00
FUND TOTAL	\$1,675,732
 STREET RESERVE	
Materials & Services	\$250,088
FUND TOTAL	\$250,088
 LIBRARY RESERVE FUND	
Materials & Services	\$16,452
FUND TOTAL	\$16,452
 FOOTPATHS & BICYCLE TRAILS	
Capital Outlay	\$20,100
FUND TOTAL	\$20,100
 SYSTEMS DEVELOPMENT FUND	
Capital Outlay	\$492,840
FUND TOTAL	\$492,840
 GRANT FUND	
Materials & Services	\$55,058
Capital Outlay	\$38,000
FUND TOTAL	\$93,058
 STABILIZATION FUND	
Materials & Services	\$904,520
Transfers	0
FUND TOTAL	\$904,520
 WATER CONSTRUCTION FUND	
Capital Outlay	\$4,000
FUND TOTAL	\$4,000
 TOTAL APPROPRIATIONS	\$14,570,461
<i>Total Unappropriated Amounts, All Funds</i>	<i>\$3,817,060</i>
 TOTAL BUDGET	\$18,387,522

BE IT RESOLVED that the City Council of the City of Toledo hereby imposes the taxes provided for in the adopted budget at the rate of \$5.18 per \$1,000 of assessed value for operations; and in the amount of \$170,750 for bonds; and that these taxes are hereby imposed and categorized for tax year 2018-2019 upon the assessed value of all taxable property within the district.

**GENERAL GOVERNMENT
LIMITATION**

**EXCLUDED FROM
LIMITATION**

General Fund \$5.18/\$1,000
Debt Service

\$170,750

PASSED by the City Council on
this 20th day of June, 2018.

APPROVED by the Mayor on this
20th day of June, 2018.

ATTEST:

APPROVED:

City Recorder

Mayor

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 20, 2018			
Ordinance ☐	Resolution ☒	Motion ☐	Information ☐
Date Prepared: June 15, 2018		Dept.: Administration	
Subject: State Shared Revenue		Contact Person: Craig Martin, City Manager	

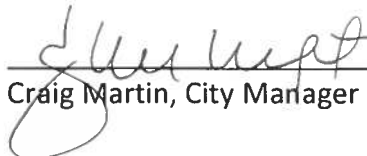
RECOMMENDATION: Adopt Resolution No. 1403, a Resolution declaring the City's election to receive State Revenues for Fiscal Year 2018 – 2019.

FISCAL IMPACT: State Revenue Sharing is anticipated to be \$360,000 for the 2018 – 2019 Fiscal Year.

COUNCIL GOAL: **Financial Security:** Be fiscally responsible and maximize available resources.

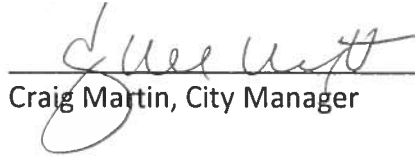
BACKGROUND: Adoption of the attached Resolution is required for the City to be eligible to receive State Revenue in the 2018 – 2019 Fiscal year.

PREPARED BY:



Craig Martin, City Manager

SUBMITTED BY:



Craig Martin, City Manager

RESOLUTION NO. 1403

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

WHEREAS, the Toledo Budget Committee held Public Hearings on May 2, 2018, May 15, 2018, May 17, 2018, and May 23, 2018 giving citizens the opportunity to comment on the use of State Revenue Sharing, and

WHEREAS, the Toledo City Council held a Public Hearing on June 20, 2018 giving citizens the opportunity to comment on the use of State Revenue Sharing.

NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES AS FOLLOWS:

1. Pursuant to ORS 221.770, the city hereby elects to receive state revenues for fiscal year 2018-2019.
2. That this resolution was approved by the Toledo City Council on the 20th of June, 2018.

PASSED by the City Council on
this 20th day of June, 2018.

APPROVED by the Mayor on this
20th day of June, 2018.

ATTEST:

APPROVED:

City Recorder

Mayor

I certify that a public hearing before the Budget Committee was held on May 2, 2018 and a Public Hearing before the City Council was held on June 20, 2018, giving citizens an opportunity to comment on the use of State Revenue Sharing.

City Recorder

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 20, 2018			
Ordinance ☐	Resolution ☒	Motion ☒	Information ☐
Date Prepared: June 13, 2018		Dept.: Administration	
SUBJECT: 2018 – 2019 Street Lighting Fee		Contact Person for this Item: Michael J. Adams, Public Works Director	

RECOMMENDATION: Council Consider a motion to adopt Resolution No. 1404 for 2018, a resolution setting the street lighting fee for the 2018 – 2019 Fiscal year.

FISCAL IMPACT: Maintaining the rate of \$7.50 per month is expected to provide an estimated revenue amount of approximately \$113,500.00

COUNCIL GOALS: Public Safety - Assure and provide services which protect the Public.
Quality of Life - Maintain and enhance characteristics that assure Toledo is a good place to be.

BACKGROUND: In 2004 the City adopted Ordinance No. 1303 which established a street light utility fee at an initial rate of 2.00/month. Ordinance No. 1303 further requires the City Council to annually set the monthly street lighting fee by resolution. The current fee was set by Resolution No. 1374 on May 18, 2016 at 7.50/month. The proposed resolution maintains the current rate of \$7.50/month which will raise an estimated \$113,500.00 or approximately 90% of the total annual costs for street lighting. The balance of the estimated costs are offset by General Fund Revenues as represented in the approved 2018 – 2019 FY Budget.

A six year summary of the rate is as follows:

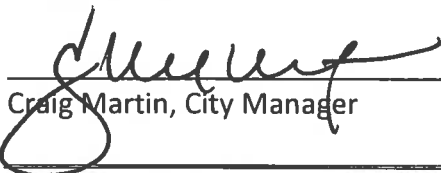
2017 – 2018	\$7.50
2016 – 2017	\$7.50
2015 – 2016	\$7.00
2014 – 2015	\$7.00
2013 - 2014	\$7.00
2012 – 2013	\$7.00

ALTERNATIVES: Increase or decrease the fee which could result in either a revenue surplus or revenue shortfall in the approved 2018 – 2019 Operating Budget depending on the adjustment made.

PREPARED BY:

Michael J. Adams, Public Works Director

SUBMITTED BY:



Craig Martin, City Manager

RESOLUTION NO. 1404

A RESOLUTION SETTING THE STREET LIGHTING UTILITY FEE FOR THE 2018-2019 FISCAL YEAR

WHEREAS, the City of Toledo Ordinance No. 1303 established a Street Lighting Utility Fee of \$2.00 per month, and

WHEREAS, Ordinance No. 1303 requires that on or before July 1 of each year the City Council shall, by resolution, set the amount of the monthly street lighting utility fee.

NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES AS FOLLOWS:

1. The Street Lighting Utility Fee for Fiscal Year 2018 – 2019 shall be set at \$7.50 per month.

Adoption of this Resolution shall supersede and replace Resolution No. 1395 for 2017 in its entirety.

PASSED by the City Council on this
20th day of June, 2018.

APPROVED by the Mayor on this
20th day of June, 2018.

ATTEST:

APPROVED:

City Recorder

Mayor

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 20, 2018			
Ordinance ☐	Resolution ☒	Motion ☐	Information ☐
Date Prepared: June 15, 2018		Dept.: Administration	
Subject: 2017 – 2018 Budget Transfers		Contact Person: Craig Martin, City Manager	

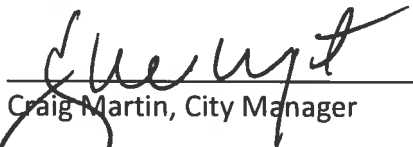
RECOMMENDATION: Adopt Resolution No. 1405, a Resolution transferring funds from the General Fund Administration to General Fund General Services to cover expenditures for professional services for City Attorney and Financial Services.

FISCAL IMPACT: Adjusts budgetary appropriations between the General Fund Administration, General Fund General Services, Police and Fire Department Budgets.

COUNCIL GOAL: **Financial Security:** Be fiscally responsible and maximize available resources.

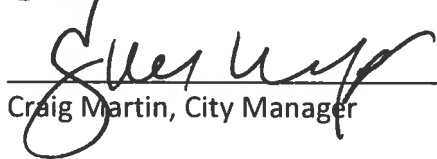
BACKGROUND: Adoption of the attached Resolution will confirm budget transfers necessary to cover unanticipated expenses for Contract Services and personnel expenses within the 2017 – 2018 Budget.

PREPARED BY:



Craig Martin, City Manager

SUBMITTED BY:



Craig Martin, City Manager

RESOLUTION NO. 1405

A RESOLUTION TRANSFERING FUNDS

WHEREAS, due to staff vacancies the City entered into contracts for City Attorney and Financial Management Services, and

WHEREAS, the expenditures as the result of additional staff vacancies in the Police and Fire Departments were not anticipated at the time the budget for fiscal year 2017-2018 was prepared, and

WHEREAS, the expenditures for these services will exceed the amounts budgeted for the fiscal year within the identified departments.

NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES AS FOLLOWS:

1. The following sums shall be transferred from and into the specified line items:

A. General Services

\$75,000	from	001-100- 608100	General Fund/Administration
\$75,000	into	001-900-608100	General Fund/General Services

B. Fire

\$40,000	from	001-900-640100	General Fund/General Services
\$40,000	into	001-500-608100	General Fund/Contract Services

C. Police

\$25,000	from	001-900-604100	General Fund/General Services
\$25,000	into	001-400-501500	General Fund/Overtime

PASSED by the City Council on this
20th day of June, 2018.

APPROVED by the Mayor on this
20th day of June, 2018.

ATTEST:

APPROVED:

City Recorder

Mayor

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 20, 2018			
Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Date Prepared: June 14, 2018		Dept.: Public Works	
SUBJECT: 2018 Small City Allotment Agreement		Contact Person for this Item: Michael J Adams, Public Works Director	

REQUEST BEFORE COUNCIL:

Accept 2018 Small City Allotment Agreement No. 32629 for \$50,000 Grant funding and authorize the City Manager to execute said document.

FISCAL IMPACT:

The anticipated cost for this project is currently listed at approximately \$201,336 including a 5% contingency. The successful application for the Special City Allotment Grant would provide \$50,000 toward the cost of the project of resurfacing Arcadia Drive. If the grant is awarded, the City would utilize the \$85,937 previously provided to the City by Lincoln County for this portion of road system. The balance of the project (\$65,399) would come from the Street fund as identified within the approved 2018-2019 Operating Budget.

Streets Fund: 011-110-626500 = \$201,336 (\$191,748 + \$9,588 (5%))

COUNCIL GOAL: Goal: Maintain and improve public infrastructure and facilities.

BACKGROUND:

The State of Oregon Department of Transportation allocates \$1 million each year to be spent within cities of 5,000 or less population for streets that are not part of the State Highway System, that are inadequate for the capacity they serve, or are in a condition detrimental to safety. The maximum for any one project is \$50,000, and cities may not receive the grant more than every other year. It has been 5 years since the City of Toledo received a grant under this program.

In September 2017, the City submitted formal application for the 2018 Small City Allotment Grant for road improvement on the portion of Arcadia Drive that and was transferred from Lincoln County to City jurisdiction in 2011. As a result of this submittal, the City was recently notified of project acceptance and grant award.

About half of Arcadia Drive has no sidewalk or curb and gutter on either side. The remainder has curb and sidewalk on one side only. As part of the transaction in 2011, the County contributed \$85,937 to the City in partial consideration of the shortfall of Arcadia Drive meeting the City's street standards. Staff suggests applying these funds to construct curb and gutter and sidewalk on the westerly side of Arcadia Drive from the end of the existing sidewalk to the entrance to Arcadia School. This will also provide additional safety to pedestrians on one of the most dangerous areas of Arcadia Drive. In addition, Arcadia Drive is one of only three accesses to Highway 20. It serves a school; it serves a major bus storage and maintenance facility for the school district and it serves the City's Fire Station.

OPTIONS:

- A. Accept attached agreement of \$50,000 grant funds from the State of Oregon Department of Transportation Special City Allotment Grant Program and authorizing the City Manager to execute all necessary documents.

Grant funding is capped at \$50,000 with City responsible for any/all remaining project costs necessary to complete the project as submitted within the original project application.

- B. Choose not to accept grant funds on this project and consider moving forward with the project regardless of Grant funding.

Given the concern of pedestrian safety on this section of Arcadia as well as funds originally provided to the City by Lincoln County to help bring this road up-to local standards, it may be worth moving forward with the project without the grant funds.

- C. Choose to cancel the project.

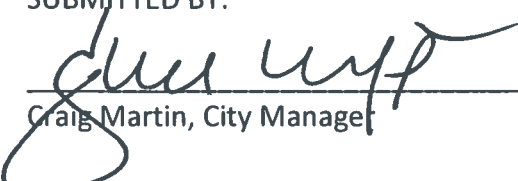
RECOMMENDATION: It is recommended City Council choose Option "A"; Accept attached agreement of \$50,000 grant funds from the State of Oregon Department of Transportation Special City Allotment Grant Program and authorize the City Manager to execute all necessary documents. Any grant funds received by the City prior to project completion and State acceptance within two years will need to be refunded.

Attached: 2018 SCA Agreement No. 32629

PREPARED BY:

Michael J Adams, Public Works Director

SUBMITTED BY:



Craig Martin, City Manager

A051-G041918

2018 SMALL CITY ALLOTMENT AGREEMENT
NE Arcadia Drive - Improvements
City of Toledo

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CITY OF TOLEDO, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. NE Arcadia Drive is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$2,500,000 and an additional \$2,500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation for the Small City Allotment (SCA) Program. The \$5,000,000 shall be allotted each year by State for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No single project may receive more than \$50,000 in SCA funds.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. By the authority granted in ORS 366.805(2), Agency has requested monies from this account for NE Arcadia Drive: NE Burgess Road to Arcadia School, hereinafter referred to as "Project." Said Project improvements shall consist of asphalt overlay; storm sewer; curb and sidewalk on westerly side of street; and hillside foundation support and handrail. The total estimated cost of this Project is \$145,000.
2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Small City Allotment (SCA) Program.

3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows:
 - a. SCA funds will pay for eligible Project costs up to an amount not to exceed \$50,000.
 - b. Agency shall pay all Project costs in excess of the SCA funds.
 - c. State may, upon request by Agency, after execution of this Agreement and after providing concurrence on the Project plans and specifications, advance to Agency up to \$25,000 in SCA funds.
 - d. State shall issue payments after January 1, 2018. Only work begun after the effective date of this Agreement is eligible for reimbursement with SCA funds.
4. Documented cost of preliminary engineering and construction engineering services performed by the Agency, or the Agency's consultant, are eligible Project costs.
5. The term of this Agreement will begin upon execution and will terminate two (2) years following the date of final execution unless extended by an executed amendment.

AGENCY OBLIGATIONS

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by Agency or on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.
3. Agency shall assume management and financial responsibility (at no expense to State) for the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is required for project completion.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.

5. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
6. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications. Agency shall submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of Project or \$50,000, whichever is less.
7. Agency shall assume management and financial responsibility for the ongoing maintenance of Project following construction completion.
8. Agency understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. Agency understands that if Project is canceled by Agency after Agency has received payment of any SCA funds from State, or not completed within the time requirements or in accordance with the terms of this Agreement, Agency shall immediately repay to State the full amount of SCA funds received by Agency.

10. Americans with Disabilities Act Compliance:

- a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA").
- b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency

acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route.
 - e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination of this Agreement.
11. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
12. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without

limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may

have against Agency's contractor if the State of Oregon elects to assume its own defense.

17. Agency's Project Manager for this Project is Craig Martin, City Manager, City of Toledo, PO Box 220, Toledo, Oregon 97391; phone: (541) 336-2247 ext 2070; email: manager@cityoftoledo.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall administer the funds in the SCA Account in the following manner:
 - a. After January 1, 2018, at Agency's request, State may, upon execution of this Agreement, and after providing concurrence on the Project plans and specifications, forward to the Agency an advance payment of SCA funds not to exceed \$25,000.
 - b. State shall make final payment to Agency for all remaining eligible Project costs upon satisfactory final inspection of the Project by State using State's approved inspection form, and after receipt of the certification of acceptance of work by the Agency accompanied by documentation of all Project costs. Total payments to Agency, including any advance deposit payment, shall not exceed the actual total cost of the Project or \$50,000, whichever is less.
2. State's Project Manager for this Project is Shelly White-Robinson, Special Program Coordinator, ODOT Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-6925; email: shelly.white-robinson@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to

correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
- 3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 - 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - 5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.
 - 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency maintenance responsibilities shall survive termination of this Agreement if Project is completed and accepted.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on January 12, 2018, by the Program and Funding Services Manager.

CITY OF TOLEDO, by and through its
elected officials

By _____
City Manager

Date _____

**LEGAL REVIEW APPROVAL
(If required in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Craig Martin, City Manager
City of Toledo
PO Box 220
Toledo, Oregon 97391
(541) 336-2247 ext. 2070
manager@cityoftoledo.org

State Contact:

Shelly White-Robinson
Special Program Coordinator
ODOT Region 2
455 Airport Road SE, Building B
Salem, Oregon 97301
shelly.white-robinson@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Planning and Development
Manager

Date _____

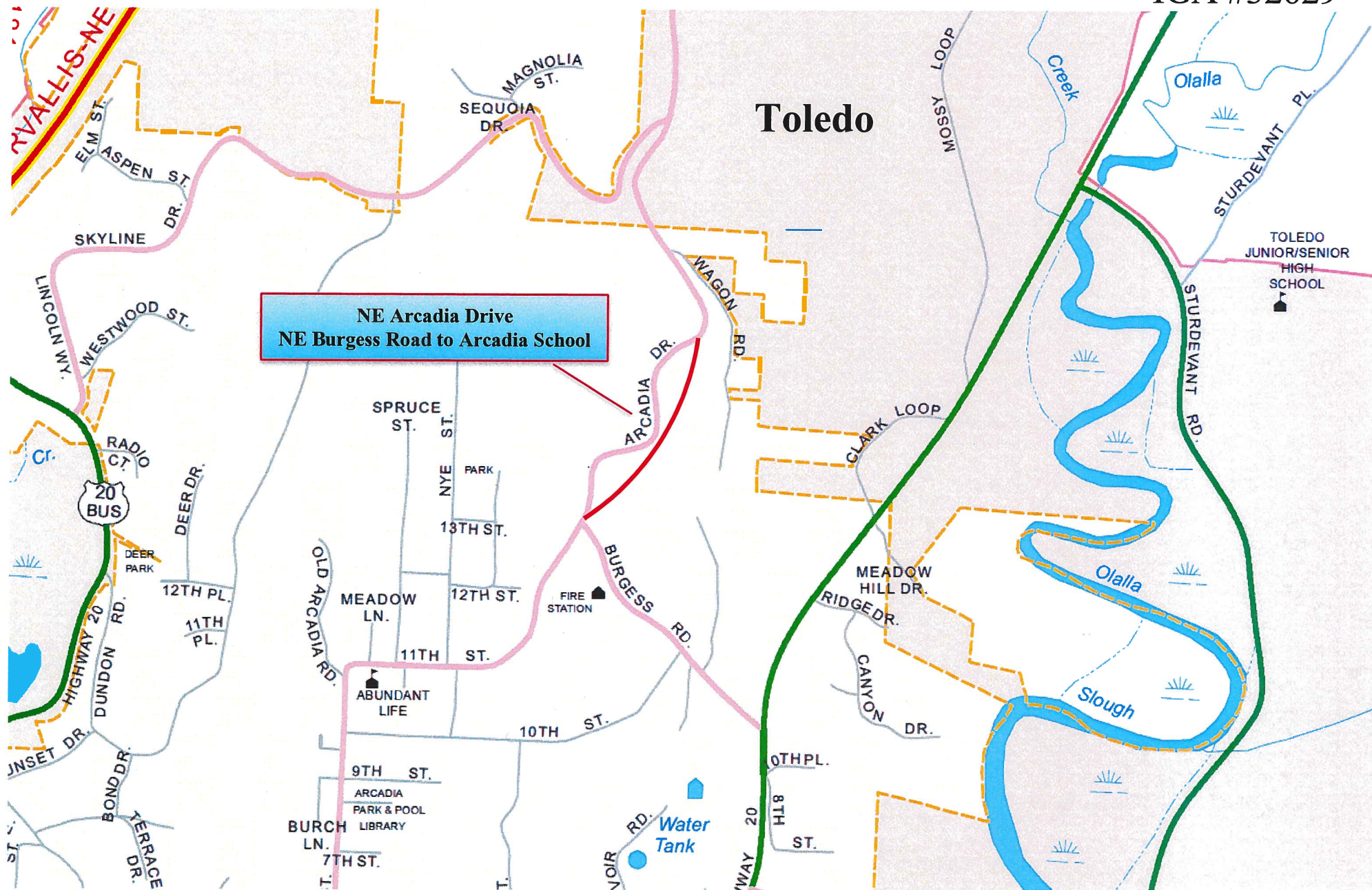
By _____
Region 2 Special Program Coordinator

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY
(If over \$150,000)**

By _____
Assistant Attorney General

Date _____



CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 20, 2018			
Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Date Prepared: June 15, 2018		Dept.: Administration	
SUBJECT: OCWCOG IGA extension		Contact Person for this Item: Craig Martin, City Manager	

RECOMMENDATION: Council make a motion to approve a 6 month extension from July 1, 2018 to December 31, 2018 of the Intergovernmental Agreement between the City of Toledo and Oregon Cascades West Council of Governments (OCWCOG) for continued financial management services.

FISCAL IMPACT: The monthly amount for the provision of financial services is \$5,000.00 plus one half of the mileage and lodging expenses incurred by OCWCOG in the provision of these services.

COUNCIL GOAL: **Financial Security:** Be fiscally responsible and maximize available revenue.
 City Services and Departments: Provide and Support a highly qualifies and motivated city workforce.

BACKGROUND: The City has not yet been able to secure a replacement for the vacant Finance Director position. Since January 2018 when the position became vacant, OCWCOG Financial Services Staff have been assisting the City with day to day Financial and budget management services as well as policy and procedural changes to the City's financial management activities. The is extension should allow adequate time for the City to recruit and select a full time Finance Director to administer this critical department and function.

ALTERNATIVES: Not approve the Agreement and seek other sources to provide these necessary financial services.

PREPARED BY:



Craig Martin, City Manager

SUBMITTED BY:



Craig Martin, City Manager

Addendum to contract to provide Financial Services to the City of Toledo

This addendum is for the purpose of extending the term of the Intergovernmental Agreement previously entered into between the City of Toledo and Oregon Cascades West Council of Governments (OCWCOG), a copy of which is attached hereto and by this reference made a part hereof.

This extension of the term is being done pursuant to paragraph four of the original agreement of which a copy attached hereto is a true copy.

The parties mutually agree that the term of the contract is extended to and including December 31, 2018.

All other terms and conditions of the original agreement are hereby ratified and confirmed by the parties.

Dated this 20th day of June 2018.

In witness whereof, the parties have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each person signing this agreement represents and warrants to the other that they have the authority to sign this agreement.

CITY OF TOLEDO:

BY: _____

Billie Jo Smith, Mayor

BY: _____

Craig Martin, City Manager

Oregon Cascades West Council of Governments

BY: _____

Fred Abousleman, Executive Director

INTERGOVERNMENTAL AGREEMENT
Between
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)
and
CITY OF TOLEDO, OREGON (CITY)
For
FINANCIAL SERVICES

This Agreement is made and entered into upon execution by and between City of Toledo, Oregon, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. CITY has the need of the services of Financial Services.
- C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This Agreement shall be for the purpose of OCWCOG finance staff to provide financial services to the City of Toledo to help maintain stability during their staffing transition.

SECTION 2. OCWCOG RESPONSIBILITY

1. Make the OCWCOG Finance Department staff available as needed and required. OCWCOG staff will be on site approximately three (3) day(s) per week. There may be times OCWCOG staff will not be on site but working remotely due to scheduling restrictions, however will be available to the CITY. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.

4. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.
5. Provide a safe work environment for OCWCOG staff to complete work on site.
6. Pay for services rendered for the contract period.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective on December 21, 2017 and shall terminate on June 30, 2018, unless this agreement is hereafter modified in writing.
- B. Payment: The parties agree that the work involved under this agreement requires OCWCOG to allocate substantial time and resources at the beginning of the process. CITY agrees to pay OCWCOG for time, travel and lodging for the period of December 21, 2017 through December 31, 2017. Billing for December's work will be invoiced no later than January 22, 2018.

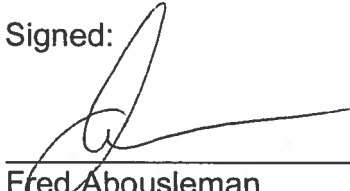
Starting January 1, 2018, and until services are no longer needed, CITY agrees to pay OCWCOG the sum of \$5,000.00 monthly and one half (1/2) of all mileage expense and all lodging costs related to delivery of these services to City of Toledo. OCWCOG to provide monthly invoice at the beginning of each month, due within 30 days.

- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.
- D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, OCWCOG and CITY shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that

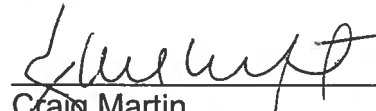
L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

M. AGREEMENT IN FULL & AMENDMENTS: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties. Initial Here E

Signed:



Fred Abousleman
Executive Director
Oregon Cascades West
Council of Governments
1400 Queen Ave SE Ste. 201
Albany, OR. 97322



Craig Martin
City Manager
City of Toledo
206 N. Main Street
Toledo, OR. 97391

Date: 1/16/2018

Date: 1/18/2018

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 17, 2013			
Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Date Prepared: June 15, 2018		Dept.: Administration	
SUBJECT: Addendum 3 to Legal Services Contract		Contact Person for this Item: Craig Martin, City Manager	

RECOMMENDATION: Motion to approve Addendum #3 to extend the Legal Services contract through December 31, 2018 and authorize the Mayor to execute the document on behalf of the City Council.

FISCAL IMPACT: The contracted amount for the term of this contract is \$125.00 per hour for 40 hours of services per month. Additional services beyond the 40 hours will be billed at the normal billing rate. Additional hours would be billed at either \$175.00 or \$200.00 per hour as the normal billing rates.

COUNCIL GOAL: N/A

BACKGROUND: The City of Toledo entered into an agreement with Paul Osterlund P.C. to provide legal services for the City while the City Attorney/City Planner position remains vacant due to a leave of absence. The personal services contract was originally approved on August 3, 2017. The City Council extended the contract for thirty days at the September 20, 2017 meeting and then approved an amendment on January 17, 2018 to extend the contract through June 30, 2018. Staff requests the City Council to extend the contract for legal services through December 31, 2018. A copy of the proposed extension is included as Exhibit A. A copy of the contract and extensions are included as Exhibit B.

SUBMITTED BY:



Lisa Figueroa, City Recorder

PREPARED BY:



Craig Martin, City Manager

Exhibit A

Addendum #3 to contract to provide legal services to the City of Toledo

This addendum is for the purpose of extending the term of the contract previously entered into between the City of Toledo and Paul B. Osterlund Attorney, P.C. dated August 3, 2017, a copy of which is attached hereto and by this reference made a part hereof.

This extension of the term is being done in pursuant to Paragraph 4 of the original agreement of which a copy attached hereto is a true copy.

The parties mutually agree that the term of the contract is extended to and including December 31, 2018.

All other terms and conditions of the original agreement are hereby ratified and confirmed by the parties.

Dated this 20th day of June, 2018.

In witness whereof, the parties have caused this instrument to be executed in duplicate by the duly authorized persons who signatures appear below. Each person signing this agreement represents and warrants to the other that they have the authority to sign this agreement.

CITY OF TOLEDO:

By: _____
Billie Jo Smith, Mayor

By: _____
Craig Martin, City Manager

CONTRACT ATTORNEY:

By: _____
Paul B. Osterlund, Attorney, P.C.

Exhibit B

Addendum to contract to provide legal services to the City of Toledo

This addendum is for the purpose of extending the term of the contract previously entered into between the City of Toledo and Paul B. Osterlund Attorney, P.C. a copy of which is attached hereto and by this reference made a part hereof.

This extension of the term is being done pursuant to [paragraph four of the original agreement of which a copy attached hereto is a true copy.

The parties mutually agree that the term of the contract is extended to and including June 30, 2018.

All other terms and conditions of the original agreement are hereby ratified and confirmed by the parties.

Dated this 22nd day of January 2018.

In witness whereof, the parties have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each person signing this agreement represents and warrants to the other that they have the authority to sign this agreement.

CITY OF TOLEDO:

BY: Billie Jo Smith
Billie Jo Smith, Mayor

BY: Craig Martin
Craig Martin, City Manager

CONTRACT ATTORNEY:

PAUL B. OSTERLUND, ATTORNEY P.C.
BY: Paul B. Osterlund

Addendum to contract to provide legal services to the city of Toledo

This addendum is for the purpose of extending the term of the contract previously entered into between the City of Toledo and Paul B Osterlund, Paul B Osterlund Attorney, P.C. a copy of which is attached hereto and by this reference made a part hereof.

This extension of the term is being done pursuant to paragraph four of the original agreement of which the copy attached hereto is a true copy.

The parties mutually agree that the term of the contract is extended to and including December 31, 2017.

All other terms and conditions of the original agreement are hereby ratified and confirmed by the parties.

Dated this 18th day of October, 2017.

In witness whereof, the parties have caused this instrument to be executed in duplicate by the duly authorized persons who signatures appear below. Each person signing this agreement represents and warrants to the other that they have the authority to sign this agreement.

CITY OF TOLEDO:

BY: Billie Jo Smith
Mayor, Billie Jo Smith

BY: Nancy Bryant
Nancy Bryant City Recorder

CONTRACT ATTORNEY:

PAUL B OSTERLUND, ATTORNEY, P.C.

BY: Paul B Osterlund

**CONTRACT TO PROVIDE
PRO TEM CITY ATTORNEY SERVICES
TO CITY OF TOLEDO**

THIS AGREEMENT is made and entered by and between:

PAUL B. OSTERLUND, Paul B. Osterlund Attorney, P.C., 217 S. Main, P.O. Box 309, Toledo, OR 97391, INTERIM CONTRACT ATTORNEY hereinafter referred to as "CONTRACT ATTORNEY"; and **CITY OF TOLEDO**, Oregon, a municipal corporation, hereinafter referred to as the "City"; and, collectively, hereinafter referred to as the "parties."

RECITALS:

WHEREAS, the CITY desires the services of Paul B. Osterlund, Attorney, P.C., acting as CONTRACT ATTORNEY for approximately two months; and

WHEREAS, Paul B. Osterlund, Attorney, P.C., desires to serve as an independent contractor in said capacity, as CONTRACT ATTORNEY, rather than as an employee, of the CITY; and

WHEREAS, the City intends to use the public contracting process to recruit a pro tem city attorney for a longer period of time for the period after expiration of this contract, and Paul B. Osterlund, Attorney, P.C. may apply, but the City now wishes to avoid not having city attorney services during the term of this contract; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with CONTRACT ATTORNEY to perform all functions and duties found in state law, ordinances and Charter of the CITY, as specified by the City Manager and/or Mayor, or a decision of the entire City Council in a public meeting, and to perform such other legally permissible and proper duties and functions as said position shall require.
2. Independent Contractor. In performing the duties, CONTRACT ATTORNEY shall serve as an Independent Contractor and not as an employee of the CITY. Accordingly, the CITY shall have a more limited right or responsibility to control or influence the manner in which they carry out their judicial responsibilities.
3. Pro Tem Services. While it is agreed that Paul B. Osterlund shall personally serve as CONTRACT ATTORNEY and shall be available to fill the duties of that office, it is understood that it is in the interest of both parties for him to be able to delegate to another attorney in his office, while retaining responsibility for accomplishment of the work. Any such person, Deputy Pro Tem City Attorney, will also be an independent contractor and not an employee of the CITY, but shall exercise the same functions, duties, powers, and responsibilities as those assumed by CONTRACT ATTORNEY pursuant to this Agreement.

4. Term. This Agreement shall commence on the execution of the last party to sign this Agreement, and shall continue until September 30, 2017, unless renewed at the sole option of the CITY for an additional one month term, by providing written notice to CONTRACT ATTORNEY prior to 5 o'clock p.m. on Monday, September 25, 2017, to provide the CITY with additional time to deal with the public contracting process. The term of this Agreement may further be extended or renewed if the parties mutually agree, but such extension or renewal shall be in writing to be effective.
5. Compensation. Payment shall be made to CONTRACT ATTORNEY for the services, based upon a bi-monthly invoice emailed to the City Manager to ensure that hours are being tracked (although payment shall occur on the same schedule as other entities contracted with the City), showing work performed as follows:
 - a. CITY agrees to pay the CONTRACT ATTORNEY a flat-fee rate of \$125.00 per hour for 40 hours per month during the term of this Agreement.
 - b. CITY agrees to pay the CONTRACT ATTORNEY normal billing rates for any work performed that exceeds 40 hours per month for the fee amount specified in paragraph a. above.
 - c. The parties agree that this CONTRACT ATTORNEY is exempt from the minimum wage and overtime provisions of ORS 653.268, because this administrative, executive or professional work meets the definition found in ORS 653.020(3).
6. No Benefits. The CONTRACT ATTORNEY and City acknowledge that there are no retirement, paid leave, medical, insurance or additional employment benefits beyond those specified in this Agreement that will be afforded to the CONTRACT ATTORNEY or Deputy Pro Tem City Attorney.
7. Hours of Work. It is recognized that the hours devoted by the CONTRACT ATTORNEY in the performance of his responsibilities may vary with the needs of the CITY. The regularly scheduled City Council meetings and work sessions will be attended by the CITY ATTORNEY (or Deputy Pro Tem City Attorney) as requested.
8. Termination. At any time with or without cause, CITY or CONTRACT ATTORNEY shall have the right to terminate this Agreement, at which point the CONTRACT ATTORNEY shall be entitled to all compensation then due.
9. Worker's Compensation Coverage. CONTRACT ATTORNEY hereby certifies that he has qualified for State of Oregon Worker's Compensation Coverage either as a carrier-insured employer or as a self-insured employer.
10. Integration. This Agreement sets forth and establishes the entire understanding between the CITY and the CONTRACT ATTORNEY, and it supersedes any prior oral or written understandings or communications between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
11. Time of Essence. Time is of the essence with respect to all dates and time periods in this Agreement.
12. Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

13. Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
14. Termination. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.
15. Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.
16. Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
17. Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Lincoln County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in or near Lincoln County, Oregon.
18. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' rights to enforce the provision or provisions, nor shall any waiver of any breach of any provision or provisions be a waiver of any succeeding breach of the provision itself or any other provision.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, by the signature below of the authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to sign this Agreement.

CITY OF TOLEDO:

BY: Billie Jo Smith
MAYOR BILLIE JO SMITH

DATE: August 3, 2017

CONTRACT ATTORNEY:

Paul B. Osterlund
PAUL B. OSTERLUND, ATTORNEY,
P.C.

DATE: Aug 8, 2017

ATTEST:

Jancy Bryant
CITY RECORDER