

**A G R E E M E N T**  
between  
**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**  
and  
**CITY OF LAFAYETTE**

\* \* \* \*

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) and the City of LAFAYETTE, Oregon (CITY), have long had interests in common; and

WHEREAS, the CITY is a member of the Council of Governments, and

WHEREAS, the position of City Administrator has continued vacant; and

WHEREAS, the CITY desires the continued assistance of COG in providing City Administrator services during the period the CITY is recruiting a new City Administrator; and

WHEREAS, the COG provides such services for its member governments;

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree that from August 5, 2002, to the first day of January, 2003, the following provisions shall apply:

**I. Description of Services to be Provided by COG:**

- A. Provide a qualified staff member identified as Richard L. Van Orman to perform the duties of City Administrator on an interim, part-time basis while a new City Administrator is being recruited.
- B. Duties to be performed by COG staff member include general oversight of day to day CITY operations; providing general supervision and guidance to CITY staff; interface with the public responding to citizen complaints and requests; reviewing incoming correspondence and mail and determining appropriate action to be taken; assuring that the Mayor and City Council are informed as appropriate; preparing staff reports and making recommendations to City Council; interpreting and implementing CITY ordinances, policies and procedures; implementing decisions of the Council; assuring that appropriate actions are taken to create and maintain records of decisions taken by Council and of CITY business transactions; advising City Council with regard to the impact of their decisions on the adopted CITY budget; other duties as directed by the Mayor.

**II. Time of Performance/Hours of Work**

The COG staff member providing services under this agreement shall be available to:

- A. Attend regular and special meetings of the City Council;

- B. As directed and authorized by the Mayor, attend meetings of the Planning Commission, and the Budget Committee;
- C. Maintain office hours on at least three days per week, for a total of not less than 24 hours in each calendar week, except as provided below. The actual days and hours worked shall be as agreed between the COG staff member and the Mayor, however, the total "office hours" worked in any four calendar weeks shall not exceed 120 hours. Days of work shall be set by the Mayor;
- D. COG staff member may take some limited periods of vacation time as provided for as an employee of COG.
- E. COG staff member may attend the Annual LOC meeting in November as a representative and at City expense with no hours charged to City.

**III. Compensation and Timing of Payments:**

COG shall be entitled to compensation at an all-inclusive rate of \$55.00 per hour.

**IV. Method of Payment**

The COG agrees to submit written invoices on a monthly basis detailing hours of service provided. The CITY agrees to make prompt payments.

**V. Oversight of COG Staff Member**

The COG staff member providing services under this agreement shall do so under the supervision of and at the direction of the Mayor.

**VI. Independent Contractor:**

COG is engaged as an independent contractor of CITY and is not entitled to and waives all claims for any Workers' Compensation coverage afforded by CITY to its employees. COG acknowledges and agrees to comply with and meet in all respects the criteria in ORS 670.600 and 701.035 and the statutes, rules and regulations of the US Treasury Department, Internal Revenue Service, and the State of Oregon, Department of Revenue, to maintain COG's independent contractor status. If COG breaches or fails to comply with the foregoing criteria, statutes, rules and regulations, then COG shall, to the extent allowed by the Oregon Constitution, Oregon Revised Statutes, or any members charter, hold CITY harmless for any and all liability, damages, and losses of any type, including attorney's fees and costs, resulting there from.

**VII. Access to Records**

The CITY shall have access to any books, documents, papers and records of the COG,

which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts and transcriptions.

**VIII. Administrative, Contractual and Legal Remedies**

Each party shall be entitled to all remedies available at law and in equity to enforce rights under terms of this contract.

**IX. Amendments**

This agreement may be amended and/or extended at any time by mutual consent of both parties in the form of a written modification signed by both parties.

**X. Assignment**

Neither COG nor CITY may assign this Agreement without the prior written consent of the other. COG may, however, employ any other party or entity it deems necessary or proper for any part of this services required to be performed by COG under terms of the Agreement.

**XI. Entire Agreement**

This Agreement constitutes the entire agreement between CITY and COG and supersedes all prior or contemporaneous oral or written representations or agreements.

**XI. Termination**

This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days written notice, delivered by certified mail or in person. In the event of such termination, COG shall be due payment for all work completed by the time of termination.

IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the 5 th day of AUGUST, 2002.

MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS

By   
Executive Director

CITY OF LAFAYETTE

By   
Mayor

Attest \_\_\_\_\_  
City Recorder