

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “*Agreement*”) is made by and between CITY OF TILLAMOOK (“*City*”), a municipal corporation, and Victoria L. Goodman, d/b/a VLG Consulting (“*Consultant*”), and shall be effective as of this ____ day of _____ 2014 (the “*Effective Date*”).

1. Engagement of Services. At the direction of the City, and upon acceptance by Consultant, Consultant will render COMMUNITY STRATEGIC PLANNING SERVICES to the City, subject to the terms of this Agreement as described in detail in the Request for Proposals dated December 26, 2013 and the successful VLG proposal dated January 17, 2014 as modified by the attached *Exhibit 1*.

2. Compensation and Recovery of Funds. City will pay Consultant the fee not to exceed \$8,500 based on a rate of \$100 per hour for Services furnished. Consultant shall bill City monthly for Services as outlined in the fee schedule attached as *Exhibit 2*.

2a. Expenditures of the CONSULTANT may be charged to this contract only if they (1) are in payment of services performed under this contract, and (2) are in payment of an obligation incurred during the contract period.

2b. upon termination of this Agreement for any reason, Consultant will be paid any fees and expenses for Services performed prior to such termination.

2c. In the event of termination of all or part of this Agreement CITY funds not earned at the date of termination or cancellation shall revert to the CITY.

3. Modification of contract. Any alternations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been submitted in writing and if approved by the CITY and the CONSULTANT.

4. Ownership of Work Product. Consultant hereby assigns to City all right, title and interest in and to any work product created by Consultant, or to which Consultant contributes, pursuant to this Agreement (the “*Work Product*”). Consultant agrees to execute, at City’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment.

5. Independent Contractor Relationship. Consultant’s relationship with City is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits which City may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Consultant is not authorized to

make any representation, contract or commitment on behalf of City unless specifically requested or authorized in writing to do so by a City officer. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by City for the payment of any social security, federal, state or any other employee payroll taxes. City will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

6. Reporting Requirements. The CONSULTANT shall maintain at least monthly progress intercommunication with staff (either in person or by telecommunication). All work products shall indicate that the product was partially funded by the (language to be inserted by DLCD).

7. Indemnification, Insurance and Bonding. During the performance of this Contract the CONSULTANT will

7a. maintain professional liability insurance with a limit of not less than \$1 million on an annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$225,000 on an annual aggregate basis.

7b. The CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employers' liability coverage.

8. No Conflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with Consultant's obligations, or the scope of services rendered to the City, under this Agreement. Consultant warrants that there is no other contract or duty on its part inconsistent with this Agreement. Consultant agrees to indemnify City from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

9. Term and Termination.

9.1 Term. The initial term of this Agreement is for 10 months from the Effective Date set forth above, unless earlier terminated as provided in this Agreement, contract is mutually amended, or unless for any reason the grant funding timeline is adjusted.

9.2 Termination. Either party may terminate this Agreement with or without cause, at any time upon fifteen (15) days prior written notice to the non-terminating party.

9.3 Survival. The rights and obligations contained in Sections 3 (“Ownership of Work Product”),) will survive any termination or expiration of this Agreement.

10. Successors and Assigns. Consultant may not subcontract or otherwise delegate its obligations under this Agreement without City’s prior written consent. Subject to the foregoing, this Agreement will be for the benefit of City’s successors and assigns, and will be binding on Consultant’s assignees.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy, electronic mail or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

If to the City

**City Manager
210 Laurel Ave.
Tillamook, OR 97141**

If to the Consultant

**Vicki Goodman
12235 Hwy 101 S
Tillamook, OR 97141**

12. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Oregon, as such laws are applied to agreements entered into and to be performed entirely within Oregon between Oregon residents.

13. Public contract. This Contract is a public contract and all applicable provisions of ORS chapter 279 (as amended) are incorporated here by reference.

14. Language. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

15. Integration. This Contract supersedes all prior oral or written contracts between CONTRACTOR and CITY regarding this project. It represents the entire Contract between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this Contract.

16. Savings. Should any clause or section of this Contract be declared by a court to be void or voidable, the remainder of this Contract shall remain in full force and effect.

17. Liability; Indemnification. Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this Contract.

18. Waiver. The waiver by City of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

19. Attorney's Fees. In any proceeding brought to enforce or interpret this Agreement, the prevailing party therein shall be entitled to an award of costs and fees, including attorney's fees, incurred in connection therewith.

20. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to City for which there will be no adequate remedy at law; and, in the event of such breach, City will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

21. Mediation; Arbitration. All disputes on this contract shall be submitted first to mediation and then, if any dispute remains, to arbitration. Mediation and arbitration shall be in City of Tillamook, Oregon, unless otherwise agreed.

22. Procedure for Arbitration; Costs. Mediation and arbitration shall proceed according to Oregon laws and any stipulation of the parties. A mediator or arbitrator shall have the respective powers and authority provided by law and this Contract. The arbitration shall be valid, irrevocable and enforceable, except upon such grounds as exist at law or in equity for the revocation of any contract. The costs and expenses of any mediator or arbitrator shall be shared equally by the parties.

23. Notice of Demand. Notice of demand for mediation or arbitration shall be filed in writing with the other party to this Contract. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

24. Joinder. No mediation or arbitration arising out of or relating to this Contract shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by the parties to this Contract and any other person joined or to be joined. Any consent to arbitration involving an additional

person(s) shall not constitute consent to arbitration of any dispute not otherwise specifically described with any person. Any arbitration Contract under this Contract shall be specifically enforceable under the prevailing arbitration law.

25. Arbitration Award. The award rendered by the arbitrators shall be final; and judgment may be entered upon it according to in any court of competent jurisdiction.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for City. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this **CONSULTING AGREEMENT** as of the Effective Date written above.

CITY OF TILLAMOOK (“CITY”)

**VICTORIA L. GOODMAN, D/B/A VLG
CONSULTING (“CONSULTANT”)**

By: _____

Name: Suzanne Weber

Title: Mayor

Victoria L. Goodman

Exhibit 1

Scheduling To Meet Timelines

When working on a grant funded project it is critical to keep end dates in focus. We try always to start with the end in mind. This is a matter of working backwards from the decision dates through the rest of the project. We believe that the schedule alluded to in the RFP is reasonable:

Month	Activity	Outcome
February	Notice of Award	Executed contract.
March	Work with city staff and associations committee to identify Stakeholders and finalize outreach process	Contact to stakeholders with agreed upon strategy.
March/ April	<ul style="list-style-type: none">• Gather plans and condense key objectives, action items, and funding resources• Work with TRA to schedule workshops	Bullet points for use at workshops 3 Workshops scheduled
May	Workshop 1 – Intro and brainstorming	Introduction and shaping a common vision
May	Workshop 2 - brainstorming	Eliminate redundancies melding of efforts
June	Workshop 3 brainstorming	Structure for ongoing implementation
July/ August	Prepare Action Plan using workshop results and Environmental subcommittee’s recommendations	Draft Action Plan ready for final workshop
September	Workshop 4 Action Plan for final review and	Recommendation to City & other interested parties
October	Present to City	City action

Exhibit 2

Month	Payment	Deliverables
March	\$ 1000	3 workshops scheduled & data collected
April	\$ 1000	Bullet Points ready for workshops
May	\$ 1000	2 workshops completed
June	\$ 1000	3rd workshop complete
July	\$ 1000	Progress Report/rough draft
August	\$ 1000	Draft Action Plan
September	\$ 1000	Final Workshop complete
October	\$ 1500	Final Draft for City Action
TOTAL	\$8500	

Payment requests will be made on a monthly basis by the 10th of the month for work performed the previous month. Payment in full of an invoice must be received within thirty days of the date of such invoice. The Consultant will submit the final bill as soon as possible following completion.