

1. 2:00 P.M. Agenda

Documents:

[2023-10-30 Special City Council Meeting.pdf](#)

2. Meeting Material

Documents:

[CM Consultant Draft.pdf](#)



**CITY OF YACHATS  
CITY COUNCIL SPECIAL WORK SESSION MEETING  
441 Hwy 101 N. Civic Meeting Room  
Yachats OR 97498  
Monday, October 30, 2023, at 2:00pm**

**To Be Held In person and Zoom**

Join Zoom Meeting

<https://us02web.zoom.us/j/88470707087>

Meeting ID: 884 7070 7087

**Special City Council Meeting**

I. Interim City Manager Discussion

*The Yachats City Council meetings are open to the public and interested citizens are invited to attend via Zoom. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. The meeting are accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. Sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance. POSTED October 30, 2023, BY: Kimmie Jackson*

This Agreement (the "Agreement") is made and entered into as of [DATE] by and between the City of [CITY NAME], a municipal corporation of the State of [STATE] (hereinafter referred to as the "City"), and [CONSULTANT NAME], a resident of [STATE] (hereinafter referred to as the "Consultant").

## 1. Scope of Services

The Consultant agrees to provide the following services to the City Manager:

- Advise and consult with the City Manager on an as-needed basis on
  - Municipal operations including Public Works and Information Technology
  - Budget and Billing
  - Staffing, staff organization, and Union relations
  - Capital Projects,
  - Commission Structure and Roles
  - Community Relations
  - Intergovernmental relations and contacts
  - Oregon Statutes and time lines
  - Planning and Land-use concepts
  - Other management functions as requested by the City Manager.
- Review reports, presentations, and other materials.
- Provide other assistance as requested by the City Manager.

## 2. Term of Agreement

This Agreement shall commence on [START DATE] and shall continue in effect for a period of [NUMBER] months, unless terminated earlier by either party upon written notice to the other party at least [NUMBER] days in advance.

## 3. Compensation

The City shall pay the Consultant a fee of [AMOUNT] per month for the services provided under this Agreement. Fees shall be paid within [NUMBER] days of the Consultant submitting an invoice to the City.

## 4. Expenses

The City shall reimburse the Consultant for reasonable and necessary expenses incurred in connection with the performance of the services under this Agreement, including travel, lodging, and meals. Reimbursement requests shall be submitted to the City on a monthly basis.

#### 5. Independent Contractor

The Consultant is an independent contractor and shall not be considered an employee of the City. The Consultant shall be solely responsible for paying all taxes, including self-employment taxes, on the income earned under this Agreement.

#### 6. Confidentiality

The Consultant agrees to maintain the confidentiality of all information obtained from the City in connection with the performance of the services under this Agreement. The Consultant shall not disclose any such information to any third party without the prior written consent of the City.

#### 7. Termination

Either party may terminate this Agreement at any time upon written notice to the other party at least [NUMBER] days in advance. The City may also terminate this Agreement immediately if the Consultant breaches any material provision of this Agreement.

#### 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

#### 9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

#### 10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.