



# City Council Agenda

**City Manager:**

Nancy Newton

**City Recorder:**

Allyson Pulido  
541-726-3700

City Hall  
225 Fifth Street  
Springfield, Oregon 97477

541-726-3700

Online at [www.springfield-or.gov](http://www.springfield-or.gov)

**Mayor**

Sean VanGordon

**City Council**

Michelle Webber, Ward 1

Steve Moe, Ward 2

Kori Rodley, Ward 3

Beth Blackwell, Ward 4

Victoria Doyle, Ward 5

Alan Stout, Ward 6

These meetings will be available via phone, internet using Zoom and in person. Members of the public wishing to attend these meetings electronically can call in or attend virtually by following the directions below. This information can also be found on the City's website.

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available, as well as an Induction Loop for the benefit of hearing aid users.

To arrange for these services, call 541-726-3700.

**Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.**

All proceedings before the City Council are recorded.

June 23, 2025

Monday

6:30 p.m. Special Meeting

Council Meeting Room

or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 892 4429 2902

[https://us06web.zoom.us/webinar/register/WN\\_Vx5UDKPnR1-P03g2ehXByg](https://us06web.zoom.us/webinar/register/WN_Vx5UDKPnR1-P03g2ehXByg)

To dial in using your phone in Listen Only Mode:

Dial 1 (971) 247-1195

Toll Free 1 (877) 853-5247

Oregon Relay/TTY: 711 or 800-735-1232

**CALL TO ORDER**

**ROLL CALL** -- Mayor VanGordon\_\_\_\_, Councilors Webber\_\_\_\_, Moe\_\_\_\_, Rodley\_\_\_\_, Blackwell\_\_\_\_, Doyle\_\_\_\_, and Stout\_\_\_\_.

**PUBLIC HEARINGS** - Please limit comments to 3 minutes. Request to speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.

1. Fire and Life Safety Special Operating Levy Renewal  
[Nathan Bell]

(10 mins)

**MOTION:** Adopt/ Not Adopt A resolution referring to the voters of the City a ballot measure authorizing a five-year local option levy for fire and life safety services in the amount of \$0.53 per \$1,000 assessed value beginning fiscal year 2026/2027.

**RESOLUTIONS**

1. Jurisdictional Surrender of Portions of Laura Street and Menlo Loop to the City of Springfield  
[Stan Petroff] (10 mins)

**MOTION:** Adopt/Not adopt A Resolution Requesting Surrender Of Jurisdiction of Portions of Laura Street And Menlo Loop

**BUSINESS FROM THE CITY COUNCIL**

**BUSINESS FROM THE CITY MANAGER**

**BUSINESS FROM THE CITY ATTORNEY**

1. City Prosecutor Contract  
[Mary Bridget Smith] (5 mins)

**MOTION:** Authorize/Not Authorize the City Manager to sign the Contract for Prosecution Services with Leahy Cox, LLP for prosecution services in Springfield Municipal Court for the four-year term of July 1, 2025, through June 30, 2029.

**ADJOURNMENT**

<b>AGENDA ITEM SUMMARY</b>  <b>S P R I N G F I E L D</b> <b>C I T Y C O U N C I L</b>	<b>Meeting Date:</b>	06/23/2025
	<b>Meeting Type:</b>	Regular Meeting
	<b>Staff Contact/Dept:</b>	Nathan Bell/Finance
	<b>Staff Phone No:</b>	
	<b>Estimated Time:</b>	10 Minutes
	<b>Council Goals:</b>	Financially Responsible and Stable Government Services

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**ITEM TITLE:**

Fire and Life Safety Special Operating Levy Renewal

**ACTION REQUESTED:**

Conduct a public hearing and adopt/not adopt the following resolution:

A resolution referring to the voters of the City a ballot measure authorizing a five-year local option levy for fire and life safety services in the amount of \$0.53 per \$1,000 assessed value beginning fiscal year 2026/2027.

**ISSUE STATEMENT:**

The City's current Fire and Life Safety Special Operating Levy approved by voters in November of 2020 supports partial staffing for an engine crew at Station #3. This levy is set to expire on June 30, 2026.

At a May 27, 2025 work session, City Council directed staff to draft a resolution and ballot title to renew the levy at an updated rate of \$0.53 per \$1,000 of assessed value for voter consideration on the November 2025 general election ballot.

**DISCUSSION/FINANCIAL IMPACT:**

During the May 27, 2025 work session, staff presented several funding options for renewing the Fire and Life Safety Special Operating Levy. Analysis showed that the current levy rate of \$0.38 per thousand does not fully cover the cost of operating an engine crew at Station #3. Approximately one-third of the cost is currently subsidized by the City's General Fund.

To maintain current service levels without drawing from the General Fund, Council directed staff to pursue a full-cost recovery option. The proposed rate of \$0.53 per \$1,000 of assessed value is designed to fully fund the engine crew and associated operational needs.

Using Lane County's 2024-2025 tax records, the median assessed value of a single-family home in Springfield is \$189,000. At the proposed levy rate, a household with this assessed value would pay approximately \$100 per year for fire and life safety services.

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**Attachments**

1. Resolution and Exhibit A

**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REFERRING TO THE VOTERS OF THE CITY A BALLOT MEASURE  
AUTHORIZING A FIVE-YEAR LOCAL OPTION LEVY FOR FIRE AND LIFE SAFETY SERVICES  
IN THE AMOUNT OF \$0.53 PER \$1,000 ASSESSED VALUE BEGINNING FISCAL YEAR  
2026/2027**

**WHEREAS**, ORS 280.060 authorizes the City to levy local option taxes outside the limitations imposed under Section 11(3), Article XI, Oregon Constitution, when approved by a majority of voters in a general election in an even-numbered year;

**WHEREAS**, one of the goals of the Common Council of the City of Springfield is to provide financially responsible and innovative government services;

**WHEREAS**, the voters of the City of Springfield previously approved a local option levy at the rate of \$0.38 per \$1,000 for fire and life safety services for a period of five fiscal years beginning July 1, 2021 and expiring June 30, 2026;

**WHEREAS**, the current \$0.38 levy funds a portion of the cost to maintain and operate one of the five engine crews staffed with firefighter/paramedics that respond to calls for emergency medical services and fire suppression;

**WHEREAS**, in a work session on June 16, 2025, the Council was presented options for renewing or replacing the existing local option levy at varying levels of funding ranging from partial funding to full funding, and directed staff to proceed with the rate of \$0.53 per \$1,000 assessed value to provide partial funding for the fifth fire engine crew; this rate is estimated to provide the same level of service as the current rate of \$0.38 per \$1,000, when considering the anticipated inflation of the City's operation and maintenance costs over the next five years; and

**WHEREAS**, the Council has determined to proceed with referring to the voters of the City of Springfield a ballot measure to authorize a local option levy for fire and life safety services at a rate of \$0.53 per \$1,000 assessed value for five years beginning with the fiscal year that starts July 1, 2026,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The Council hereby refers to the voters of the City of Springfield at the General Election on November 4, 2025, a measure authorizing a local option levy for fire and life safety services, at a rate of \$0.53 per \$1,000 of assessed value for five years beginning Fiscal Year 2026/2027.

Section 2: The Council hereby adopts and certifies the Ballot Title for this measure as attached in Exhibit A.

Section 3: The City Recorder, as the Chief Elections Officer of the City, is directed to submit to the County Clerk for Lane County, Oregon, a statement of the ballot measure, a certified copy of this Resolution and the Ballot Title, and all other necessary information so that this measure may appear on the ballot for the November 4, 2025, General Election.

Section 4: The City Manager, the City Recorder, the City Finance Director, and the City Attorney, and each of them individually, are hereby authorized and directed to prepare and file an explanatory statement for this measure, and to take such other action as is necessary or appropriate to carry out the purposes and intent of this Resolution in compliance with the applicable provisions of law.

Section 5: This Resolution will take effect immediately upon adoption by the Council and approval by the Mayor.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_ day of June, 2025, by a vote of \_\_\_\_\_ for and \_\_\_\_ against.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Ballot Title**

**CITY OF SPRINGFIELD  
BALLOT MEASURE XX-XX**

**Caption:**     **5-YEAR FIRE AND LIFE SAFETY SERVICES LOCAL OPTION LEVY**

**Question:**   Shall Springfield levy \$0.53 per \$1,000 assessed value for five years starting FY2026/27 to fund fire and life safety services? This measure may cause property taxes to increase more than three percent.

**Summary:**   Approval of this measure replaces Springfield's expiring \$0.38 local option levy, which ends June 30, 2026, with a \$0.53 levy to fund fire and life safety services. The levy would maintain the current level of emergency medical, rescue and fire response, including staffing and operating of the City's five fire engine crews. Each crew is staffed by fighter-paramedics who respond 24/7 to emergencies across Springfield.

Funds from this levy would support personnel, training, safety equipment, emergency dispatch, and other operational costs. The increased rate reflects inflation and the rising cost of maintaining these essential services.

If the measure fails, the City would lose funding for one of five engine crews. This would likely result in delayed emergency medical care, reduced capacity during peak call volumes, and fewer available units for medical and fire emergencies.

The levy is based on assessed (not market) property value. A typical Springfield home with an assessed value of \$189,000 would pay approximately \$100 per year. The levy would apply for five years, beginning in fiscal year 2026/27.

By fiscal year, the levy is estimated to raise:

2026/27: \$3,170,561

2027/28: \$3,249,766

2028/29: \$3,327,770

2029/30: \$3,403,963

2030/31: \$3,477,627

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<b>AGENDA ITEM SUMMARY</b>  <b>S P R I N G F I E L D</b> <b>C I T Y C O U N C I L</b>	<b>Meeting Date:</b>	06/23/2025
	<b>Meeting Type:</b>	Regular Meeting
	<b>Staff Contact/Dept:</b>	Stanley Petroff/Community Development
	<b>Staff Phone No:</b>	5412220990
	<b>Estimated Time:</b>	10 Minutes
	<b>Council Goals:</b>	Maintain and Improve Infrastructure and Facilities

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**ITEM TITLE:**

Jurisdictional Surrender of Portions of Laura Street and Menlo Loop to the City of Springfield

**ACTION REQUESTED:**

Adoption of the following resolution:

**A RESOLUTION REQUESTING SURRENDER OF JURISDICTION OF PORTIONS OF LAURA STREET AND MENLO LOOP**

**ISSUE STATEMENT:**

This transfer comes as the final action of an Intergovernmental Agreement (IGA) with Lane County that the City Council authorized in 2022. This IGA facilitated improvements to both County and City streets.

**DISCUSSION/FINANCIAL IMPACT:**

Through the IGA, Lane County is currently completing a road reconstruction project on Laura Street. This work is being completed at the County's expense. Upon completion of this project, the street will be brought up to City urban standards and, in exchange, the City has agreed to take jurisdiction of the County portions per the IGA. Per the IGA, funds have also been transferred to allow for the City to complete a project on County-owned portions of Menlo Loop. This project is currently in design and is expected to go to construction early next year. The annexation of these segments is now underway and is expected to be completed in the fall of 2025. Upon annexation, the streets will be ready to complete the final action in the IGA and request jurisdictional surrender of the facilities.

Although adding these streets to the City's street inventory will increase our maintenance needs, these streets will have been resurfaced and/or reconstructed, and staff believe that reducing the number of jurisdictions involved will simplify ongoing transportation planning and development reviews. Therefore, staff recommends Council approval of the resolution requesting that Lane County surrender jurisdiction of the described portions Laura Street and Menlo Loop to the City.

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**Attachments**

1. IGA with Lane County
2. Maps and Legal Descriptions
3. Draft Resolution Requesting Jurisdictional Transfer

**INTERGOVERNMENTAL AGREEMENT FOR  
JURISDICTIONAL SURRENDER AND ANNEXATION OF PORTIONS OF  
ANDERSON LANE, MENLO LOOP, ASPEN STREET, KELLOGG ROAD, AND LAURA STREET**

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and the City of Springfield, an Oregon municipal corporation ("Springfield"), referred to collectively in this Agreement as the parties.

**1. RECITALS**

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 ORS 373.270 provides for the transfer of county roads within the corporate limits of a city from county jurisdiction to city jurisdiction whenever the county governing body deems it necessary, expedient or for the best interest of the county to do so and the governing body of the city deems it necessary or expedient and for the best interest of the city to acquire jurisdiction over the county road or parts thereof to the same extent as it has over other public streets and alleys of the city.
- 1.3 ORS 368.031 provides counties with jurisdiction over local access roads that are outside a city, but the County's jurisdiction terminates when the road is annexed to the city.
- 1.4 The portions of Anderson Lane, Aspen Street, Menlo Loop, Kellogg Road, and Laura Street described in this Agreement primarily serve local residential traffic and are either inside, or adjacent to the Springfield City Limits.
- 1.5 County is willing to provide funding for improvements to, and to surrender jurisdiction of, each of the four road segments described in this Agreement, as provided herein.
- 1.6 Springfield is willing to accept jurisdiction over the county road segments and annex the local access road segment described in this Agreement, as provided herein.

County and Springfield agree as follows:

**2. SCOPE OF AGREEMENT.**

**2.1 County will:**

- .1 Surrender jurisdiction over the county road section of Anderson Lane from Centennial Blvd. extending south 785 feet to the annexed portion of Anderson Lane, as described in Exhibit A.
- .2 Surrender jurisdiction over the county road section of Menlo Loop from Tamarack Street to Aspen Street, as described in Exhibit B.
- .3 Surrender jurisdiction over the county road section of Kellogg Road extending from Anderson Lane to Oak Meadows Place intersection, as described in Exhibit C.
- .4 Surrender jurisdiction over the county road section of Laura Street from the dead end on the north extending south approximately 1,412 feet to the existing Springfield jurisdiction, as described in Exhibit D.
- .5 Provide funding toward future street improvements to be constructed by Springfield, in the amounts of: (a) \$75,000 for the surrendered portion of Anderson Lane, (b) \$75,000 for the surrendered portion of Kellogg Road, and (c) \$415,000 for improvements on the annexed portion of Aspen Street and Menlo Loop,
- .6 Construct curb, gutter, sidewalk, and pavement improvements on the portion of Laura Street described above in 2.1.4, including plans, specifications, bidding and contract documents, bidding and contract award, construction engineering and administration, and construction contracts, in accordance with the then-current edition of the *Oregon Standard Specifications for Construction* published by the Oregon Department of Transportation, as modified by Lane County for its work, for construction in the summer of 2024.
- .7 Maintain those portions of county road included within the streets described in subsection 2.1.1, 2.1.2, 2.1.3, and 2.1.4 during the period from the Effective Date of this Agreement and completion of County's surrender proceedings.

**2.2 Springfield will:**

- .1 Acquire jurisdiction over the county road section of Anderson Lane from Centennial Blvd. extending south 785 feet to the annexed portion of Anderson Lane, as described in Exhibit A.



- .2 Annex and acquire jurisdiction over the county road section of Menlo Loop from Tamarack Street to Aspen Street, as described in Exhibit B.
  - .3 Acquire jurisdiction over the county road section of Kellogg Road extending from Anderson Lane to its intersection with Oak Meadows Place, and annex the remaining section of Kellogg Road between Anderson Lane and Oak Meadows Place, as described in Exhibit C.
  - .4 Upon completion of County's construction improvements described in section 2.1.6, acquire jurisdiction over the county road section of Laura Street from the dead end on the north extending south approximately 1,412 feet to the existing Springfield jurisdiction,, and annex the remaining section of Laura Street between the dead end on the north and the existing Springfield jurisdiction, as described in Exhibit D.
  - .5 Annex the section of the local access road named Aspen Street extending from Menlo Loop to Centennial Boulevard, as described in Exhibit E, terminating County's jurisdiction over the section of local access road as provided in ORS 368.031.
  - .6 Notify County at the time Springfield has completed its annexation and acquisition of jurisdiction of all street segments described in this subsection 2.2.
  - .7 Assume maintenance responsibilities upon acquisition of jurisdiction and annexation of all street segments described in this subsection 2.2.
  - .8 Cooperate with County to allow construction of the improvements to Laura Street described in subsection 2.1.6 above.
3. **DOCUMENTS FORMING THE AGREEMENT**
- 3.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
- |           |                           |
|-----------|---------------------------|
| Exhibit A | Anderson Lane description |
| Exhibit B | Menlo Loop description    |
| Exhibit C | Kellogg Road description  |
| Exhibit D | Laura Street description  |
| Exhibit E | Aspen Street description  |
4. **PAYMENT**
- 4.1 County will pay all costs associated with preparation of the plans, specifications, bidding and contract documents; bidding and contract award; construction engineering and administration; and construction of the improvements to Laura Street described in subsection 2.1.6 above.
- 4.3 Within 60 days of receipt of Springfield's notice pursuant to 2.2.6 above, County will pay Springfield \$565,000 for the future improvements described in 2.1.5 above.
5. **EFFECTIVE DATE AND DURATION**
- 5.1 **Effective Date.** Upon the signature of all parties, this Agreement is effective.
- 5.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate upon completion of the parties' obligations as described in sections 2 and 4 of this Agreement, or July 31, 2025, whichever is later.
- 5.3 **Effect of Termination on Enforcement.** Expiration or termination shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured, or to either party's right to equitable adjustment for any obligation not yet completed by the other party at the time of termination.
6. **AUTHORIZED REPRESENTATIVES.** Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party's representative.
- 6.1 **County's Authorized Representative.** Peggy Keppler, P.E., County Engineer, telephone 541-682-6990, email [peggy.keppler@lanecountyor.gov](mailto:peggy.keppler@lanecountyor.gov), 3050 N. Delta Hwy., Eugene, Oregon 97401.
- 6.2 **Springfield's Authorized Representative.** Jeff Paschall, P.E., City Engineer, telephone 541-726-1674, email [jpaschall@springfield-or.gov](mailto:jpaschall@springfield-or.gov), 225 5th Street, Springfield, Oregon 97477.
7. **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses,

including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

8. **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
9. **MODIFICATION AND TERMINATION.**
  - 9.1 **Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
  - 9.2 **Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement.
  - 9.3 **Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.
10. **MISCELLANEOUS PROVISIONS**
  - 10.1 **Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
  - 10.2 **Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
  - 10.3 **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
  - 10.4 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
  - 10.5 **No Third-Party Beneficiaries.** County and Springfield are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
  - 10.6 **Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
  - 10.7 **Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
  - 10.8 **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
  - 10.9 **Merger.** This Agreement contains the entire agreement of County and Springfield with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.

**10.10 Americans with Disabilities Act Compliance.** During the performance of this Agreement, County and Springfield will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**SPRINGFIELD:**

CITY OF SPRINGFIELD

By: Nancy Newton

Title: City Manager

Date: 6/27/2022

Springfield City Hall  
225 5th Street  
Springfield, Oregon 97477

**COUNTY:**

LANE COUNTY

By: Steve Mokrohisky

Title: County Administrator

Date: 4/11/22

Lane County, Public Service Building  
125 E. 8th Avenue  
Eugene, Oregon 97401

Digitally signed by Steve Mokrohisky  
DN: cn=Steve Mokrohisky, o=Lane  
County, ou=County Administration,  
email=diana.jones@lanecountyor.go  
v, c=US  
Date: 2022.04.11 09:35:31 -0700

REVIEWED & APPROVED  
AS TO FORM

Mary Bridget Smith  
DATE:  
SPRINGFIELD CITY ATTORNEY'S OFFICE

Exhibit A  
Anderson Lane

All that portion of active right of way of Anderson Lane, County Road No. 569, lying between the southerly right of way margin of Centennial Boulevard, County Road No. 1304, and the end of the annexed portion of Anderson Lane, said point also being the easterly projection of the northerly line of the plat of Devonshire Park, as platted and recorded in Book 59, Page 5, Lane County Oregon Plat Records, Lane County, Oregon, all located in the Southeast one-quarter of Section 28, and the Northeast one-quarter of Section 33, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County Oregon.

Exhibit B  
Menlo Loop

All that portion of active right of way of Menlo Loop, County Road No. 1675, lying between the easterly right of way of Tamarack Street, County Road No. 1674, and the westerly right of way of Aspen Street, a public road, located in the Southwest one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.

Exhibit C  
Kellogg Road

All that portion of active right of way of Kellogg Road, County Road No. 307, lying between the easterly right of way margin of Anderson Lane, County Road No. 569, and the westerly end of the portion of Kellogg Road as surrendered to the City of Springfield pursuant to Board of County Commissioner's Final Order No. 88-2-24-17, said point also being the northerly projection of the west line of the plat of Uke Village, as platted and recorded in File 73, Slides 98 and 99, Lane County Oregon Plat Records, Lane County, Oregon, all located in the Northeast one-quarter of Section 33, and the Northwest one-quarter of Section 34, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.

Exhibit D  
Laura Street

All that portion of active right of way of Laura Street, County Road No. 3, located between the southerly right of way margin of Hayden Bridge Way, a city street, and the northerly end of the portion of Laura Street as surrendered to the City of Springfield pursuant to Board of County Commissioner's Final Order No. 88-2-24-17, all located in the Southeast one-quarter of Section 22, and the Northeast one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.

Exhibit E  
Aspen Street

All that portion of active right of way of Aspen Street, a public road, lying between the northerly right of way margin of Centennial Boulevard, County Road No. 1304, and the easterly end of Menlo Loop, County Road No. 1675, located in the Southwest one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.





Parcel 1: Permanent Easement for Sidewalk	71 sq. ft.	\$	10.83	\$	769
Parcel 2: Temporary Easement for Work Area	18 sq. ft.	\$	0.91	\$	17
Total Land					\$ 786

**Improvements:**

Improvements within the acquisition that add value: \$481

- Concrete Sidewalk (71 sq. ft. x \$8.46 x 0.80 (depreciation) = \$480.53)

Improvements within the acquisition that will be protected. \$0

- The building will be protected.

Improvements within the acquisition to be replaced in like kind: \$0

- Existing concrete sidewalk in temporary easement area will be replaced in like kind if needed.

Improvements within the existing right of way: \$0

- None

Total Improvements \$ 481

Personal Property: None

Damages or Cost to Cure: None

Total Damages and/or Cost to Cure \$ 0

**Total Value of the Taking**

Total Value of land: \$ 786

Total Value of Improvements: \$ 481

Total Damages and/or Cost to Cure: \$ 0

Total Value (land, improvements and damages and/or cost to cure: \$ 1,267

Estimate of **Fair Market Value** (rounded): \$ 1,300

\_\_\_\_\_  
Mike Davis

04-12-2022

\_\_\_\_\_  
(Date)

Attachments: Photo Sheet, Legal Description, Sketch Map, Construction plan sheet.



## **JURISDICTIONAL LEGAL DESCRIPTIONS**

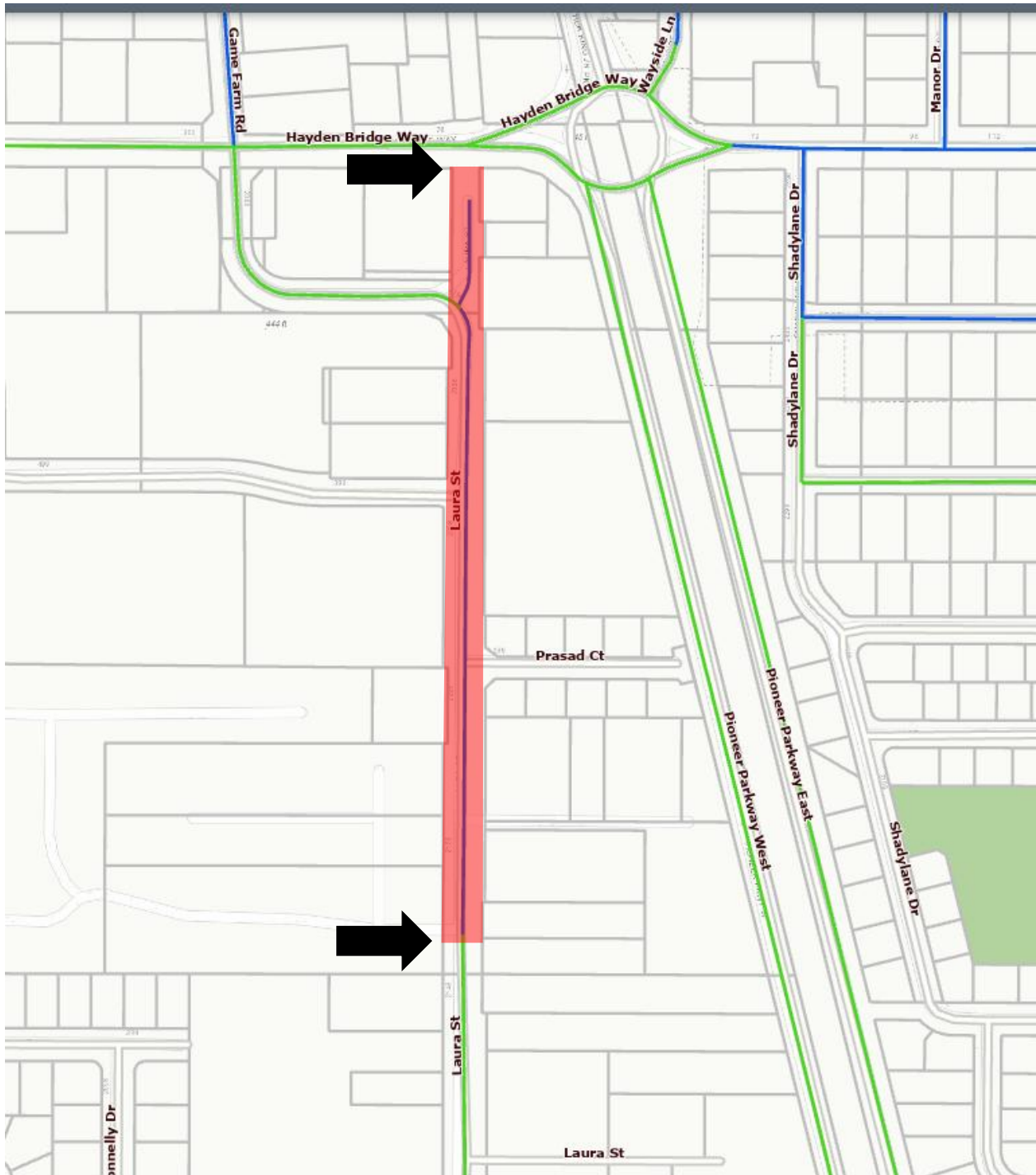
### **Menlo Loop (County Road No. 1675)**

All of County Road No. 1675, Menlo Loop, as dedicated by First Addition to Menlo Park, platted and recorded in Book 27, Page 26 on May 7 1959 in Lane County Oregon Plats and Records, constituting a continuous and contiguous strip of land 60 feet wide and approximately 310 feet long running from west boundary of said First Addition to Menlo Park, southeasterly to its curve intersection with Aspen Street, all in

### **Laura Street (County Road No. 3)**

All of County Road No. 3, Laura Street, known also as "the Road from Spore's Ferry Road to Pleasant Hill," constituting a continuous and contiguous strip of land variable feet in width and approximately 1,400 feet long running from the south margin of County Road No. 439, Hayden Bridge Road, 1,700 feet, more or less, to the north end of the said County Road No. 3 surrendered to the City of Springfield by Lane County Board of County Commissioner's Final Order 88-2-24-7, on February 24<sup>th</sup>, 1988 all in Section 27, Township 17 South, Range 3 West of the Willamette Meridian, Lane County Oregon

## Laura Street (County Road No. 3)



## Menlo Loop (County Road No. 1675)



**CITY OF SPRINGFIELD, OREGON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REQUESTING SURRENDER OF JURISDICTION OF PORTIONS OF  
LAURA STREET AND MENLO LOOP**

**WHEREAS**, in an intergovernmental agreement with Lane County effective April 11, 2022, the City agreed that the segments of Laura Street and Menlo Loop, which are currently county roads, will be City streets:

**WHEREAS**, the Board of County Commissioners of Lane County, Oregon has authority under provisions of ORS 373.270 to surrender jurisdiction over county roads within the corporate limits of the City of Springfield;

**WHEREAS**, it is necessary and in the best interests of the City and the citizens of Springfield to acquire jurisdiction over the portions of county roads referenced and incorporated herein, to provide the same level of service, maintenance, and enforcement provided for other public streets within the city limits of Springfield;

**WHEREAS**, the Common Council has initiated annexation of the described portions of the county roads in Resolution 2025-15 (adopted June 2, 2025); and

**WHEREAS**, the referenced county roads are part of the network of roads in the Springfield Comprehensive Plan Urban Growth Boundary,

NOW, THEREFORE, BE IT RESOLVED THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The Common Council, of the City of Springfield hereby requests that Lane County surrender jurisdiction over the following portions of county roads to the City of Springfield in accordance with the provisions of ORS 373.270:

Menlo Loop Segment (County Road No. 1675)

All that portion of active right of way of Menlo Loop, County Road No. 1675, lying between the easterly right of way of Tamarack Street, County Road No. 1674, and the westerly right of way of Aspen Street, a public road, located in the Southwest one-quarter of Section 27, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.

Laura Street Segment (County Road No. 3)

All that portion of active right of way of Laura Street, County Road No. 3, located between the southerly right of way margin of Hayden Bridge Way, a city street, and the northerly end of the

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portion of Laura Street as surrendered to the City of Springfield pursuant to Board of County Commissioner's Final Order No. 88-2-24-17, all located in the Southeast one-quarter of Section 22, and the Northeast one-quarter of Section 71, Township 17 South, Range 3 West of the Willamette Meridian, in Springfield, Lane County, Oregon.

Section 2: The Council directs that a copy of this Resolution be forwarded to the Board of County Commissioners of Lane County, Oregon, requesting surrender of jurisdiction of the above-described portions of County Roads in accordance with the provisions of ORS 373.270, upon their annexation to the City of Springfield.

Section 3: Upon receipt by the City Manager of a certified copy of an order of the Board of County Commissioners of Lane County, Oregon releasing jurisdiction of the described portions of County Road to the City of Springfield, the City shall have the same control, power, and jurisdiction over the road as it has over all other streets and alleys within the City of Springfield.

Section 4: In the event the Board of County Commissioners of Lane County fails to enter the order referred to in Section 3 within one year from the date this Resolution is adopted, the request and authorization contained herein shall terminate as though this Resolution had not been adopted.

Section 5: This Resolution will take effect immediately upon adoption by the Council.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by a vote of \_\_\_\_ for and \_\_\_\_ against.

ATTEST:

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

REVIEWED & APPROVED  
AS TO FORM  
*Kristina Kraaz*  
DATE: 6/16/2025  
SPRINGFIELD CITY ATTORNEY'S OFFICE

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<b>AGENDA ITEM SUMMARY</b>  <b>S P R I N G F I E L D</b> <b>C I T Y C O U N C I L</b>	<b>Meeting Date:</b>	06/23/2025
	<b>Meeting Type:</b>	Regular Meeting
	<b>Staff Contact/Dept:</b>	Mary Bridget Smith/City Attorney's Office
	<b>Staff Phone No:</b>	541-744-4061
	<b>Estimated Time:</b>	5 Minutes
	<b>Council Goals:</b>	Enhance Public Safety

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**ITEM TITLE:**

City Prosecutor Contract

**ACTION REQUESTED:**

Authorize the City Manager to sign the Contract for Prosecution Services with Leahy Cox, LLP for prosecution services in Springfield Municipal Court for the four-year term of July 1, 2025, through June 30, 2029.

**ISSUE STATEMENT:**

Leahy Cox, LLP is the current City Prosecutor and was the successful proposer in RFP #3843.

**DISCUSSION/FINANCIAL IMPACT:**

The City Attorney's Office manages the City Prosecutor contract and issued a Request for Proposal (RFP) for Municipal Court Prosecution Services on March 31, 2025. The purpose of issuing the RFP was to determine if there was interest in providing this service from other law firms and to update the contract to better reflect the work performed and expectations of the City Prosecutor's Office.

Leahy Cox, LLP was the sole respondent. Its response was reviewed and evaluated by a stakeholder panel, and it was determined that Leahy Cox, LLP meets the minimum qualifications for providing this service. Importantly, Leahy Cox, LLP made a reasonable fee proposal of a four-year agreement with a 2% increase starting in FY27, meaning the cost is flat for FY26. The contract also includes a provision for additional services for representation on extreme risk restraining protection orders (weapon red flag hearings), or other similar work which will be billed at the hourly rate of \$150. That hourly rate is very reasonable, and City Attorney's Office does not anticipate needing a lot of additional services, but having the flexibility to call on their office for unusual situations like red flag hearings is beneficial to the City.

Leahy Cox, LLP has served as the City Prosecutor since 2013. In that time, they have worked to form strong professional relationships with the Springfield Municipal Court, Springfield Police Department, indigent defense services provider and the other criminal defense attorneys who appear in Springfield Municipal Court. Leahy Cox, LLP attorneys specialize in municipal prosecution, and they also perform prosecutorial services to other local jurisdictions and uses their experience to effectively prosecute crimes committed against the City of Springfield.

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**Attachments**

1. Prosecution ICA

# CITY OF SPRINGFIELD

## CONTRACT FOR PROSECUTION SERVICES

Contract #C3924

Dated: June \_\_\_\_\_, 2025

Parties: City of Springfield "City"  
A Municipal Corporation of the State of Oregon  
225 5<sup>th</sup> Street  
Springfield, OR 97477

and

Leahy Cox, LLP "Contractor"

### Additional Contractor Information:

- a) Type of Entity: ☐ Sole Proprietorship ☒ Partnership  
☐ Limited Liability Comp ☐ Corporation
- b) Address: 188 West B Street, Building N, Springfield, OR 97477
- c) Telephone: 541-746-9621
- d) Fax No: 541-746-4109
- e) If Applicable, listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/portal/public/SAM/>: ☐ Yes ☐ No

### City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage
100-9000-1012-611008	76%
236-9000-1012-611008	24%

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions, and conditions, in addition to the terms and conditions in any attached addenda:

- 1. Services to be Delivered.** Contractor shall perform the Services and deliver to the City the Deliverables specified in Attachment 1. The Statement of Work (Attachment 1) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.
- 2. Payment by City.** The maximum, not-to-exceed compensation payable to Contractor per year under this Contract, which includes any allowable expenses, is as follows: Year 1-\$387,086.23; Year 2-\$394,827.95; Year 3-\$402,724.51 and Year 4-\$410,779.00. These payments reflect a contract with a four-year term and a 2% increase each year as reflected in Attachment 1. City will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract except for additional services for legal representation for Extreme Risk Protection Orders or other

agreed upon legal representation as set out in Attachment 1. The City will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment. City will pay Contractor for only completed Deliverables and Services performed according to the schedule and rates in Attachment 1.

3. **Expenses.** City will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract.
4. **Term.** This Agreement is effective as of the date first set forth above and will continue until June 30, 2029, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
  - 4.1. ☐ **Renewal.** This Agreement may be extended for three (3) additional one-year terms upon mutual agreement of the parties in writing.
  - 4.2. ☒ **Non-Appropriation.** The obligation of the City to make payments beyond June 30, 2029, is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the City is pledged to the payments for such fiscal year. The obligation of the City to make those payments is not secured by the unlimited taxing power of the City and is not a general obligation of the City. The City's obligation to make those payments in any year is subject to future appropriation of funds by the City Council for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made and this Agreement will be terminated as of the date noted in this subsection 4.2.
5. **Invoice.** City will pay Contractor's invoices on Net 30-day terms upon City acceptance of Services performed and Goods delivered as stated in section 7. Contractor must send invoices to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [ap@springfield-or.gov](mailto:ap@springfield-or.gov). The invoice must reference this contract #C3924 and approval code #090.
6. **Overdue Charges.** Contractor may assess overdue account charges to City on unpaid invoices only as stated in this section. Overdue account charges must be the same as the usual overdue account charges to the general clientele of the vendor. Overdue claims are only those claims that have not been paid within 45 days of the date of the City's receipt of the invoice, the date of the initial billing statement if there is no invoice, or the date the claim is made certain by agreement of the parties or by operation of law. However, no overdue account charges will accrue on any purchases made by City during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible. The date of the check or automatic funds transfer in payment of the claims will be used to determine if the claim has been paid in a timely manner. It is a rebuttable presumption that the check was correctly dated.
7. **Rejection of Deliverables.** If City determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, City will notify Contractor in writing of City's rejection of the Deliverable(s), and describe in reasonable detail in such notice the City's basis for rejection of the Deliverable(s). Within 21 days of receiving notice of non-acceptance, the Contractor must modify or improve the Deliverables at Contractor's sole expense so that the Deliverable(s) meets the acceptance criteria in all material respects, notify the City in writing that it has completed such modifications or improvements, and re-tender the Deliverables to City. Within 21 days of Contractor's re-tender of the Deliverable(s), City will review the modified or improved Deliverable(s). Failure of the Deliverables to meet the acceptance criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set

forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

**8. Contractor's Representations.** Contractor represents that:

- 8.1.** Contractor has the authority to enter into and perform according to this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable according to its terms;
- 8.2.** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and skillful manner according to standards applicable to Contractor's industry, trade, or profession; and
- 8.3.** Contractor is and must be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services. More specifically, Contractor will maintain good standing with the Oregon State Bar.

**9. Sourcing.** Direct appoint for personal services under Purchasing Regulation 03.09(1)(h).

**10. First Point of Contact.**

CONTRACTOR: Leahy Cox, LLP; Matt Cox; [mjc@emeraldllaw.com](mailto:mjc@emeraldllaw.com); 541-746-9621  
CITY: Mary Bridget Smith; [mbsmith@springfield-or.gov](mailto:mbsmith@springfield-or.gov); 541-744-4061

**11. Indemnification and Hold Harmless.**

- 11.1.** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of Contractor, and Contractor's subcontractors, officers, agents, and employees, in performance of this contract.
- 11.2.** In the event any such action or claim is brought against City, upon tender by City, Contractor will defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
- 11.3.** Notwithstanding subsections 11.1 and 11.2, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City Attorney's Office. City may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against Contractor if the City elects to assume its own defense.
- 11.4.** This section 11 does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

**12. Insurance.**

- 12.1. Required Coverages.** Contractor must obtain at Contractor's expense, and require its first-tier contractors and subcontractors, if any, to obtain the insurance specified in this section 12 prior to performing under this Contract, and must maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor must obtain and require its first-tier contractors and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to City and authorized to transact the business of insurance and issue coverage in Oregon. Contractor acknowledges that insurance specified in this section does not limit indemnification responsibilities specified in section 11 Indemnification.

- 12.1.1. General Insurance.** Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to City. This

insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit may not be less than \$3,000,000.

**12.1.2. Automobile Liability Insurance.** Automobile liability insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if Contractor provides evidence that the policy includes a business use endorsement.

**12.1.3. Workers' Compensation.** Contractor must provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption must be provided to the City.

**12.2. Additional Coverages.**

**12.2.1. ☒ Professional Liability.** Contractor shall maintain a Professional Liability Fund (PLF) insurance policy for each attorney providing coverage \$300,000 aggregate of all claims plus an additional \$75,000 claims expense allowance as provided in the 2022 PLF Primary Coverage Plan. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work.

**12.2.2. ☒ Cybersecurity.** Contractor shall maintain in force during the duration of this agreement a cybersecurity policy with limits not less than \$2,000,000.

**12.3. Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**12.4. Additional Insured.** All insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the City and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**12.5. Waiver of Subrogation.** Contractor waives, and must require its first-tier contractors and subcontractors waive, rights of subrogation which Contractor, Contractor's first tier contractors and subcontractors, if any, or any insurer of Contractor may acquire against the City by virtue of the payment of any loss. Contractor must obtain, and require its first-tier contractors and subcontractors to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**12.6. Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor must maintain, and require its first tier contractors and subcontractors, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and City's acceptance of all Goods and Services provided under this Contract, or, (ii) City or Contractor termination of this Contract, or, (iii) the expiration of all warranty periods provided under this Contract.

**12.7. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

**12.8. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Contractor shall provide written notice to the City contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov). Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Contractor initials)**

**12.9. Equipment and Material.** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**13. Independent Contractor Status, Tax duties and Liabilities.**

**13.1.** Contractor will perform all Services as an independent contractor. Although City may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer," "employee," or "agent" of City as those terms are used in ORS 30.265.

**13.2.** Contractor shall be responsible for all federal, state, and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. City will not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

**14. Legal Representation.** This Agreement was prepared by the City. Contractor has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.

**15. Venue and Choice of Law.** Venue for litigation concerning this Agreement rests exclusively with the court of the State of Oregon for Lane County. Any dispute arising under this Agreement will be governed by the law of the State of Oregon.

**16. Force Majeure.** If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, City may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.

**17. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**18. Records & Data.**

**18.1. ☐ Access to Data.** City and its duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**18.2. ☒ Rights in Data.** All original written material in whatever form, whether print or digital, prepared for City pursuant to this Agreement, is exclusively the property of the City. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, belong to Contractor. This Agreement does not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this Agreement. Contractor will not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

**19. Confidentiality.** During the course of performance hereunder, Contractor or its agent, employees, or contractors, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

**19.1. Additional Provisions.** Contractor must comply with the terms and conditions in the followed addenda, incorporated by reference, in the receipt and handling of confidential information: n/a

☐ Confidential Information Addenda

☐ Business Associate Agreement (HIIPA Compliance) Addenda

**20. Waiver.** Failure of City to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

**21. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of City. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

**22. Termination.** The performance of work under this Agreement may be terminated by City, in whole or in part, whenever for any reason City shall determine that such termination is in the best interest of City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Contractor of a Notice of Termination under this paragraph, the Contractor and City shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Contractor's work and payment therefore by City.

**23. Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of City. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

**24. Compliance with All Government Regulations.** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from

noncompliance shall be the sole responsibility of Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

**25. Attorney Fees.** Except for defense costs and expenses pursuant to section 12, neither City nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

**26. Construction of Agreement.** This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

**27. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_



**City of Springfield Public Contract Addendum**  
**Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

**Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:**

1. The contractor must make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1).
2. The contractor must pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. That contractor must not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
4. The contractor must pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
5. If the agreement is for lawn and landscape maintenance, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
7. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
8. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
9. If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. If the contract is for services, persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Contractor shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

## **ATTACHMENT 1 STATEMENT OF WORK**

**Agreement Objectives:** To provide just, legally compliant, reliable and efficient prosecution of offenses against the City of Springfield in the Springfield Municipal Court.

### **Functional Requirements:**

Prosecutorial Functions: Contractor will provide prosecution services for the City of Springfield for the duration of the contract term.

#### Tasks:

1. Authorize, file, prepare, and try misdemeanor criminal cases, major traffic cases, attorney-represented infraction cases in the City of Springfield Municipal Court, and if appealed or removed, in Lane County Circuit Court.
2. Prosecute cases with the purpose of pursuit of justice, protecting victims, obtaining restitution, and recommending appropriate settlement penalties on defendants.
3. Conduct a variety of trial preparation and casework duties such as reviewing and evaluating police reports, interviewing witnesses and complainants, consulting with involved police officer(s) and victim(s).
4. Advise the court on release decisions and conditions of release for defendants.
5. Negotiate plea agreements with defendants or their attorneys and obtain restitution where applicable.
6. Attend in custody and out of custody arraignments, pretrial conferences, trials and other court dockets where the court requests a prosecutor to be present, i.e. probation violations, contempt hearings.
7. Secure prosecutorial services when there is a scheduling conflict or a conflict of interest as defined in Oregon Rules of Professional Conduct 1.7-1.10.
8. Upon request, advise Springfield Police Department staff, and other City employees on applicable criminal investigative processes and changes in statutory and case law.
9. Provide information to the public regarding criminal law generally, restitution, crime victim rights, plea agreements, and the applicability of City ordinances, with referral to other agencies as appropriate plea agreements and sentencing recommendations where applicable.
10. Stay well-informed of statutory and case law concerning matters of potential prosecution in the Municipal Court and implement changes to procedure based on new laws or court precedent.
11. Advise the City Attorney's Office of potential civil liability as it may pertain to prosecution function.
12. Provide restitution information to crime victims and include restitution in negotiations, plea agreements and sentencing recommendations where applicable.

Administrative Functions: Contractor will operate the Springfield City Prosecutor's Office to serve the public and support prosecutorial services during the term of the contract.

#### Tasks:

1. Employ and supervise the necessary administrative support necessary to operate an office that is open to the public during typical business hours and support the prosecutorial functions under this agreement.
2. Comply with all privileged, confidentiality and sensitive information requirements such as all Law Enforcement Data System (LEDS) requirements and ensure that all administrative staff members who access or run LEDS record searches are certified and will re-certify as required. Comply with all Criminal Justice Information Services (CJIS) requirements and ensure that all administrative staff members who have access to CJIS are certified and will re-certify as required.
3. Carry out the administrative work necessary to support prosecution services such as preparing subpoenas, providing discovery, and assisting with restitution.
4. Maintain office hours open to the public at the Springfield Justice Center Monday through Friday from 8:00am-5:00pm. A prosecutor will be present from 8:30am-12:00pm, Monday through Friday for court dockets and when attorney trials are scheduled.
5. Interact with and respond to questions from the public during office hours.
6. Stay in regular communication with the City Attorney about the operation of the City Prosecutor's Office and this agreement.
7. Assist City in developing a system for providing data regarding prosecution by the City Prosecutor's Office and a method for performance review.
8. Utilize modern office equipment like computer hardware and software including Microsoft Office Tyler/Odyssey File and Serve Platform.

9. Provide discovery to defendants and attorneys.
10. Ensure that Subpoenas are served on potential witnesses.
11. Operate City computers, hardware and software consistent with the City's Acceptable Use of Network Services and Information and Cybersecurity policies.

City Obligations:

1. The City will provide office space, office furniture, office supplies, computer hardware and software, and access to Microsoft Office, LEDS and Tyler/Odyssey File & Serve at the Springfield Justice Center.
2. Stay in regular communication with City Prosecutor about the operation of the City Prosecutor's Office.

**Payment:** This Statement of Work reflects a negotiated four-year agreement with a 2% increase each year beginning with Year 2 commencing July 1, 2026.

Year 1: \$387,086.23

Year 2: \$394,827.95

Year 3: \$402,724.51

Year 4: \$410,779.00

**Additional Services:** Prosecutor may provide additional legal representation of the City for Extreme Risk Protection Orders or other agreed upon services or legal representation for \$150 per hour which will be billed separately from the monthly retainer amount.