

**CITY OF LAFAYETTE**  
**PERSONAL SERVICES CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1998, by and between CITY OF LAFAYETTE, a municipal corporation of the State of Oregon, hereinafter called CITY, and BEERY & ELSNER, LLP, hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, CITY has need for the services of a law firm with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, CITY has determined that CONTRACTOR is qualified and capable of performing the professional services as CITY does hereinafter require, under these terms and conditions set forth:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. **LEGAL SERVICES TO BE PROVIDED:**

CONTRACTOR shall provide the following professional services:

**SCOPE OF SERVICES:**

- A. CONTRACTOR will be responsible for CITY legal representation as authorized by the City Council and/or City Administrator. Authorization to perform specific tasks will come from the Mayor, City Administrator or other persons directly authorized by the Mayor or the City Administrator. Paul Elsner will act as lead attorney and is referred herein as the "City Attorney."
- B. Unless otherwise specified by the Mayor, the City Council or the City Administrator, CONTRACTOR will:
  - 1. Draft and review ordinances, resolutions, contracts, orders, agreements, and other legal documents.
  - 2. Conduct legal research, prepare memoranda, and provide advice to the Mayor, the City Council and City staff.
  - 3. Be responsible for representing CITY in litigation and administrative proceedings.
  - 4. Attend such meetings of the City Council as the Mayor, the City Council and/or City Administrator shall request. Attend other municipal meetings on request.
  - 5. Ensure that all CITY ordinances are in compliance with state statutes.
- C. Legal activities such as complex litigation and special project assignments which fall outside of the above categories, and which would include costs exceeding the projections of the City's budget for legal services, must be authorized by the City Council. City Attorney and City Administrator will regularly review the level of expenditures on legal services and will prioritize projects in order to stay within the budgeted amounts.
- D. City Attorney will coordinate with the City Administrator and shall report directly to the City Council.

- E. City Attorney will address City Council directly during City Attorney's report at City Council meetings, and submit written documents to the City Administrator in time to have documents copied and distributed to City Council members prior to monthly meetings. In the interest of minimizing legal fees, only the City Administrator and Mayor will contact City Attorney on behalf of CITY between City Council meetings. City Attorney will return telephone calls within one business day from time message is left by the City Administrator or the Mayor.

II COMPENSATION:

- A. Payment will be made to the CONTRACTOR for the services identified above in I(B) based upon a detailed monthly billing showing work performed and identifying specific legal matters worked on.
- B. CITY agrees to pay CONTRACTOR additional sums to be agreed upon for special projects authorized by the City Council on a case-by-case basis. However, at the time of the execution of this Contract, neither CONTRACTOR nor CITY can foresee legal activities beyond those identified in I(B) above.
- C. Hourly rates:

Partners	\$125.00
Legal Assistants	\$70.00
- D. No charge for mileage or travel time to City Hall. The direct cost for such items as long distance charges, messenger services, printing, copy charges and the like will be billed to CITY.
- E. Payment by CITY shall release CITY from any further obligation for payment to CONTRACTOR. The services are services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- F. CITY certifies that sufficient funds are available and authorized, or will be authorized, for expenditure to finance costs of this Contract.

III. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

- A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph II of this Contract.
- B. CONTRACTOR shall provide insurance coverage for its workers in compliance with the requirements of the Workers Compensation Statutes, ORS Chapter 656.

IV. CITY ATTORNEY BAR MEMBERSHIP/OCAA MEMBERSHIP REQUIREMENTS:

City Attorney is responsible for maintaining City Attorney's professional standing as a member of the Oregon State Bar Association and the Oregon City Attorney's Association.

V. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, MAKING PAYMENTS:

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: Robert Willoughby  
City of Lafayette  
P.O. Box 55  
Lafayette, OR. 97127

CONTRACTOR: Beery & Elsner, LLP  
Suite 250  
1750 SW Harbor Way  
Portland, OR. 97201

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

VI. TERMINATION:

At any time with or without cause, CITY or CONTRACTOR shall have the right to terminate this Contract. If CITY terminates the Contract it shall deliver full payment to CONTRACTOR for services rendered to the date of termination. Termination by CITY must be done by resolution of the City Council. If CONTRACTOR terminates the contract, it shall provide the CITY with ninety (90) days' written notice.

VII. ACCESS TO RECORDS:

CITY shall have access to books documents, papers and records of CONTRACTOR that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

VIII. COMPLIANCE WITH LAWS:


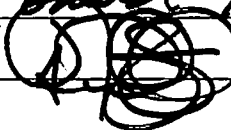
CONTRACTOR shall comply with all federal, state and local laws and ordinances, applicable public contracts, and to the work to be done under this Contract.

IN WITNESS WHEREOF CITY has caused this Contract to be executed in duplicate originals by its duly authorized undersigned officers and CONTRACTOR has executed this Contract on the date hereinabove first written.

CITY OF LAFAYETTE

DATED: 2/12/98

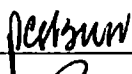
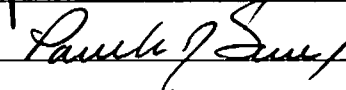
DATED: 2/25/98

BY:   
BY: 

CONTRACTOR

DATED: 2/9/98

DATED: 2/9/98

BY:   
BY: 

lafayette/finance/cityatty.psa(2/6/98)