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CITY OF LAFAYETTE, OREGON
PERSONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into this 24th day of June, 1995, by and between CITY OF LAFAYETTE, a municipal corporation of the State of Oregon, hereinafter called CITY, and O'DONNELL RAMIS CREW CORRIGAN & BACHRACH, hereinafter called CONTRACTOR.

W I T N E S S E T H:

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. Pamela J. Beery will act as lead attorney and is referred to 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 budgeted amounts shown below, must be authorized by the City Council. City Attorney and the 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. 1. CITY agrees to pay CONTRACTOR up to \$60,000 for the period June 24, 1995 to June 30, 1997 for performance of the services, payment to be based upon a detailed monthly billing showing work performed and identifying specific legal matters worked on.
2. 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.
3. Hourly Rates:
\$105 - attorneys; \$60 - legal assistants; no charge for travel time.

CONTRACTOR: Pamela J. Beery
O'Donnell Ramis Crew Corrigan & Bachrach
1727 NW Hoyt Street
Portland, OR 97209

and when so addressed, 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 agreement by giving thirty (30) days' written notice. 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.

VII. ACCESS TO RECORDS:

CITY shall have access to books, documents, papers and records of CONTRACTOR that are directly pertinent to this Agreement 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 Agreement to be executed in duplicate originals by its duly authorized undersigned officers and CONTRACTOR has executed this Agreement on the date hereinabove first written.

CITY OF LAFAYETTE

DATED: November 15, 1985 By: Ronald Ross
Ronald Ross
Mayor