

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into 13th day of March, 2020 by and between the City of Sweet Home, a municipal corporation of the State of Oregon ("City") and Morley Thomas Law ("Attorney").

RECITALS

A. City needs the temporary services of city attorney services and based on the particular training, ability, knowledge, and experience possessed by Attorney.

B. The parties agree that Attorney shall provide City with such services, on a nonexclusive basis, subject to certain conditions.

C. The parties agree to set forth the terms and conditions of their agreement in this Professional Services Contract ("Contract").

AGREEMENT

SCOPE OF WORK. The Scope of Work shall be legal services as requested. Attorney agrees to perform the Work in accordance with the terms and conditions of this contract.

EFFECTIVE DATE AND DURATION OF CONTRACT. This Contract shall become effective on the date shown above. This Contract shall continue until cancelled by either party.

PAYMENT. City agrees to pay Attorney fees relating to Attorney's performance under this Contract as follows: John Kennedy at \$200 per hour and any Associate Attorney at \$175 per hour.

The Attorney shall submit monthly billings for work performed. The billings shall describe all work performed, by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. City shall pay Attorney for the amount billed each month within thirty (30) days after receiving Attorney's billing.

CHANGES. Neither this Contract, including any of the contract documents, shall be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties.

INDEPENDENT CONTRACTOR STATUS. Attorney shall be free from direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results.

Attorney agrees and certifies that:

Attorney is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

Attorney is not eligible for any federal social security, unemployment insurance payments. Attorney is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Attorney under this Contract.

Attorney agrees and certifies that its attorneys are members of the Oregon State Bar in good standing.

INSURANCE. Attorney shall obtain prior to beginning any work under the Contract and shall maintain in full force and effect for the term of this Contract, at Attorney's expense, comprehensive general liability and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of Attorney and the City

PROFESSIONAL LIABILITY INSURANCE. Attorneys have \$300,000 in professional liability insurance and \$700,000 in excess coverage.

INDEMNIFICATION. Attorney agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Attorney's negligent acts, errors or omissions in the performance of professional services under this Contract and those of his or her subcontractors or anyone for whom the Attorney is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Attorney harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those

of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Contract.

GOVERNING LAW, JURISDICTION, VENUE. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between City and Attorney that arises from or relates to this Contract shall be brought and conducted solely and exclusively in Linn County in the State of Oregon.

TERMINATION. This Contract may be terminated at any time by either party.

The City shall within thirty (30) calendar days of termination pay the Attorney for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

ATTORNEY FEES. If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.

SEVERABILITY. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

FORCE MAJEURE. Neither City nor Attorney shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, City's or Attorney's reasonable control. Attorney shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

WAIVER. The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

AUTHORIZATION. The person signing this Contract on behalf of Attorney hereby covenants and warrants he/she is authorized to do so and that his/her signature will fully bind Attorney to the terms and conditions of this Contract.

MERGER/ACKNOWLEDGEMENT. This contract constitutes the entire agreement between the parties, no waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral

or written, not specified herein regarding this contract. Attorney, by signature of its authorized representative, hereby acknowledges that he/she also has read this contract, understands it, and agrees to be bound by its terms and conditions.

CITY OF SWEET HOME, OREGON

MORLEY THOMAS LAW LLC


Ray Towry
City Manager

15 APR 2020



John Kennedy
Member