

RESOLUTION NO. 90-R-478

A RESOLUTION APPOINTING CITY ATTORNEY.

WHEREAS, John C. Babin of the law firm of **Babin and Keusink, P.C.**, is the current City Attorney; and

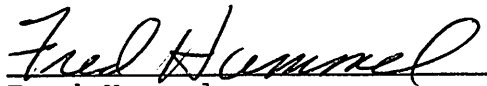
WHEREAS, the City Council has received a letter of resignation from the present City Attorney effective March 13, 1990; and

WHEREAS, the Common Council of the City of Brookings has considered applications for the position of City Attorney and has selected **Michael J. Gillespie**.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Brookings that the resignation of **John C. Babin** as City Attorney is hereby accepted and effective March 13, 1990, and that **Michael J. Gillespie** of the law firm of **Slack, Stone and Gillespie** is hereby appointed the City Attorney effective March 13, 1990.

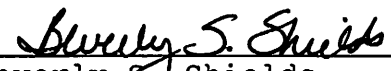
BE IT FURTHER RESOLVED that **Michael J. Gillespie** shall be compensated for services to the City of Brookings according to the Attorney Services Agreement attached to this Resolution as Exhibit "A".

Passed by the Council and signed by the Mayor this 12th day of March, 1990.



Fred Hummel
Mayor

ATTEST:



Beverly S. Shields
City Recorder

ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 1990, by and between the CITY OF BROOKINGS, OREGON, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and SLACK, STONE AND GILLESPIE, hereinafter referred to as "Attorneys", all of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to contract for the services of Attorneys for the City of Brookings;

WHEREAS, it is the desire of the Common Council to establish certain working conditions of employment and set out the specific terms of the employment of Attorneys;

WHEREAS, Attorneys desire to accept employment as City Attorneys of the City of Brookings; and

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

1. DUTIES: City hereby contracts with Attorneys, Slack, Stone and Gillespie, to act as City Attorney for the City of Brookings. At all times when available, Michael J. Gillespie shall perform the duties of City Attorney. The duties and functions of Attorneys shall be in compliance with Ordinance 51-0-004 enacted October 23, 1951, as the Common Council shall from time-to-time assign.

2. COMPENSATION: Attorneys shall perform services for City on an hourly fee basis. City shall pay Attorneys for services performed on the basis of a \$90.00 per hour charge for attorney time on civil matters and \$75.00 per hour for attorney time on municipal court matters.

Attorney time for travel to and from events relating to City business shall be charged at a rate of one-half of the regular hourly rate together with reimbursement for vehicle expense at the rate of 25 cents per mile.

3. EXPENSE REIMBURSEMENT: In addition to the hourly compensation to be paid Attorneys as provided in paragraph 2 above, City shall reimburse Attorneys for costs and expenses incurred by Attorneys on behalf of City during any given billing period which may include, but shall not be limited to, long distance telephone charges, copy expenses, postage, publication expenses, fax expenses, and any and all other direct out-of-

pocket expenses incurred in the representation of City which may have been incurred or advanced by Attorney.

4. ATTENDANCE AT COUNCIL MEETINGS: Attorneys shall attend all City Council meetings unless excused by the Mayor and shall be available to attend all other meetings and conferences as requested, upon reasonable advance notice.

5. MATERIALS PROVIDED: In performance of the duties as City Attorney, City shall provide to Attorneys certain written material including Ordinance Codifications, Ordinance updates, City Charter, Comprehensive Land Use Plan, and any other City compilations necessary to be used in advising City staff. These materials shall be provided to Attorneys without charge. The materials so provided shall remain the property of City to be returned to City upon termination of Attorneys' services as provided for herein.

6. TERMINATION: This agreement may be terminated upon 30 days written notice by either party to the other party. Upon the effective date of termination of this agreement, Attorneys shall be paid all fees and expense payments in full to said date. Attorneys shall return to City all materials in Attorneys' possession which are City property. On and after the date of the termination of this agreement, no further obligation shall exist on the part of either City or Attorneys.

7. GENERAL PROVISIONS:

(a) This agreement constitutes the entire agreement between the parties.

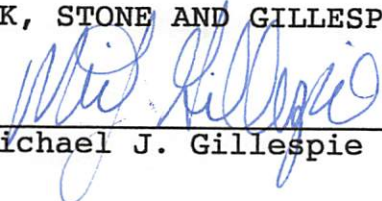
(b) This agreement shall become effective commencing March 5, 1990.

(c) Payments for Attorneys' services as specified in this agreement shall be billed by Attorneys in a detailed and itemized format on the first day of each month for which it is due and shall be paid by City on or about the 10th day of the same month.

(d) If any provision or portion thereof, contained in this agreement is found to be invalid or unenforceable, the remainder of this agreement or portion thereof shall remain in full force and effect.

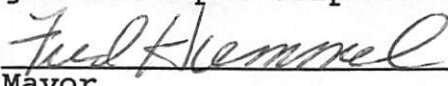
SIGNED on the date first hereinabove written and
executed on behalf of the City as authorized by the Common
Council.

SLACK, STONE AND GILLESPIE

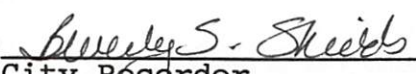
By: 

Michael J. Gillespie

CITY OF BROOKINGS, an
Oregon municipal corporation

By: 

Mayor

By: 

City Recorder