

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the City of Newberg, a Municipal Corporation, ("City"), and Cable Huston Benedict & Haagensen ("Contractor").

RECITALS:

1. City desires to obtain legal advice concerning certain matters.
2. Contractor is qualified by special training and experience to provide such service.
3. Contractor has reviewed City's file concerning such service and feels that the Contractor can complete the scope of work within the amount of fees allocated for the scope of work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Scope of Work.** Contractor agrees to provide City with legal advice as requested by City staff to assist in drafting and review of land use applications to obtain permits/approvals for Marion County groundwater site(s).
2. **Assignment of Work.** The City Attorney shall serve as Contractor's contact and shall monitor and coordinate legal services and billings provided by Contractor. The City Attorney shall assist Contractor as available and shall coordinate Contractor's contact with other City employees. Contractor and City Attorney agree to consult in a reasonable manner so as to ensure effective and efficient provisions of legal services and minimize expense. Contractor shall be expected to contact other City employees including the Community Development Director.
3. **Personal Service.** The City has selected Contractor and specifically Clark I. Balfour, based on their reputation and specialized expertise in land use and water rights. Contractor shall make every effort to utilize employee Clark I. Balfour in the assignment of this work. In any event, Contractor shall not assign work under this Agreement to other counsel unless first approved in writing by City.
4. **Standards of Services.** Services performed by Contractor shall be performed in comparable manner and with the same degree of care, skill, diligence, competency and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as Contractor. Contractor shall at all times maintain appropriate professional liability insurance in an amount not less than the liability limits of the Oregon Tort Claims Act.
5. **Payment.** City shall pay Contractor for services at an hourly rate of **One Hundred Twenty Dollars (\$120.00)** per hour for the services of any lawyer in the firm; **Seventy-Five Dollars (\$75.00)** per hour for the services of paralegals; plus incidental costs and expenses such as copying and other similar items in performance of this Agreement. Payment for all services provided pursuant to this Agreement shall not exceed **Four Thousand Dollars (\$4,000.00)** without specific written agreement between City and Contractor. Any services which exceed or costs that are incurred over \$4,000 prior to receiving written agreement by City, shall be waived and Contractor shall not make any claim for such services or costs. Contractor shall promptly notify City Attorney at any time, if it determines that actual billings make exceed \$4,000.00. Contractor represents that Contractor has reviewed the City's file and in its judgment, thinks that the scope of work can be accomplished at a cost not to exceed \$4,000.00. This Agreement shall automatically terminate and without further action of the parties at such time as services billed reach \$4,000.00. However, Contractor shall provide City with all documents and other matters prepared by Contractor pursuant to work performed under Agreement.

Contractor shall provide a billing statement in a form acceptable to the City on or near the 20th of each month. City shall make payment to Contractor within thirty (30) days of receive unless otherwise agreed.

6. **Term.** This Agreement is effective upon execution by City. The maximum term of this Agreement shall be two (2) years, unless extended by mutual agreement.

7. **Termination.** Either party may terminate this Agreement provided that the party seeking termination advises the other party in writing with sufficient and reasonable time to allow transition of files from Contractor to the City through the City Attorney. Contractor shall be entitled to payment for all satisfactory services rendered prior to termination, including service necessitated by termination and transition of assigned cases if termination is at the direction of City, as long as said services are within the amount specified in paragraph 5 above.

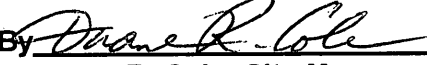
8. **Independent Contractor.** Contractor is acting as an independent contractor and is not an employee of City and as such, accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an independent contractor, neither Contractor nor any of its members, agents, or employees shall receive any benefits normally accruing to City employees unless otherwise required by law. Furthermore, Contractor is free to contract with other parties for the duration of this Agreement provided that no apparent, potential, or actual conflict of interest exists.

9. **Nondiscrimination.** No person shall be denied or subjected to discrimination in the receipt of benefits of any service or activity made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation or suspension by City.

10. **Statutory Requirements/Workers' Compensation.** ORS 279.310 to 279.430, relating to public contracting, are incorporated herein by reference to the extend that said statutes are applicable to professional services agreements of this nature. The Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than ten (10) days. The Contractor shall provide the City of Newberg with certification of workers' compensation insurance with employer's liability in the minimum amount of One Hundred Thousand Dollars (\$100,000.00).

IN WITNESS WHEREOF, the parties have hereto affixed their signatures as of the date hereafter written.

CITY OF NEWBERG,
an Oregon Municipal Corporation

By 
Duane R. Cole, City Manager

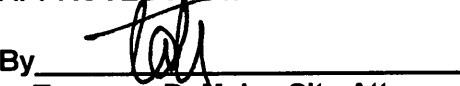
Dated: April 1, 1996

CABLE HUSTON BENEDICT & HAAGENSEN

By 
Clark I. Balfour, Partner
Contractor's Tax ID No.: 93-1036862

Dated: March 20, 1996

APPROVED AS TO FORM/CONTENT:

By 
Terrence D. Mahr, City Attorney

Dated: April 25, 1996

N/D7 11/26/96
What
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asked For

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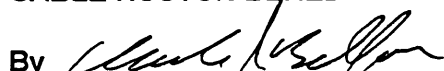
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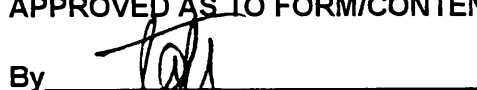
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