

CONTRACT FOR PROFESSIONAL SERVICES

Interim County Legal Counsel

CONTRACT NO. 6139

RECITALS

WHEREAS, this Contract is between CURRY COUNTY, a Political Subdivision of the State of Oregon ("County"), by and through the Curry County Board of Commissioners, and MICHAEL "TED" FITZGERALD ("Attorney") for the purpose of providing legal counsel services to County during the time between the departure of the current employed Legal Counsel and the start date of a County Legal Counsel employed by the County ("interim period"); and

WHEREAS, Attorney, acting as an independent contractor, is willing and able to undertake the duties and responsibilities of the Curry County Legal Counsel during the interim period; and

WHEREAS, the contact information for each party for the purposes of this Contract is:

COUNTY:

John Herzog, Chair
Curry County Board of Commissioners
94235 Moore Street, Suite 125
Gold Beach, OR 97444

ATTORNEY:

Michael "Ted" Fitzgerald
Offices of Ted Fitzgerald
21225 Carpenterville Road
Brookings, OR 97415

AGREEMENT

County and Attorney acknowledge that the information contained in the above Recitals is true and correct, and hereby agree as follows:

1. Duties

Attorney shall be responsible for the duties listed in Exhibit A ("Scope of Work") during the term of this Contract. Additional duties may be required as assigned by the Board of Commissioners. Should a conflict of interest arise during the term of this Contract, Attorney will make all reasonable efforts to retain the services of a subcontractor, or otherwise resolve the matter.

2. Coordination with Office of Legal Counsel

The County Legal Assistant shall be the point of contact between elected officials, department heads, and all other employees (hereinafter "County staff") and Attorney, and shall maintain a record of inquiries and issues requiring review and/or advisement from the Attorney. Attorney shall immediately advise Legal Assistant of any direct contact from County staff, including the staff member's name, legal issue, and proposed action to be

taken. The County Legal Assistant shall remain available to assist Attorney with all duties required by this Contract.

In order to maintain continuity with prior practices, Attorney agrees to maintain open communication with the County Legal Assistant during the term of this Agreement; and furthermore, to be available to respond to inquiries and legal opinion requested by the County Legal Assistant.

Work product (such as letters, memorandums, and legal documentation) created by the Attorney in response to inquiries by County staff shall, prior to distribution, be provided to Legal Assistant to ensure consistency with Office practices and shall include instructions as to any follow-up action needed.

3. Compensation

County shall compensate Attorney monthly upon receipt of an invoice, to be billed on the first (1st) of each month as consideration of the work performed. County shall remit payment within 10 days of receipt. There shall be no charge for mileage, meals, lodging, routine copying or other routine miscellaneous expenses.

Attorney shall bill time at the rate of \$250.00 per hour. Costs and fees (such as postage) shall not be included in the hourly rate as such expenses shall be billed through the Legal Counsel Budget.

4. Termination and Extension

This Contract will terminate automatically on the date that the employed County Legal Counsel begins work. Alternatively, the Contract may be terminated in the following manners:

- A. Termination by County** County may terminate at any time on written notice to Attorney. Attorney shall immediately cease all activities under this contract, unless expressly directed otherwise by County. County shall pay for all work satisfactorily performed prior to termination.
- B. Termination by Attorney** Attorney may terminate this Contract with 30 days' notice to County.
- C. Mutual Termination** This contract may be terminated upon mutual written consent of both parties, and for cause with 30 days' written notice by either party.

5. Insurance

Attorney is engaged as an independent contractor. Attorney is solely liable for payment of any federal or state taxes required because of this Contract. Attorney shall at all times carry Professional Liability Insurance in an amount not less than the minimum established by law and shall remain a member of good standing with the Oregon State Bar.

6. Worker's Compensation

Attorney, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for its subject workers.

7. Nonwaiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach.

8. Severability

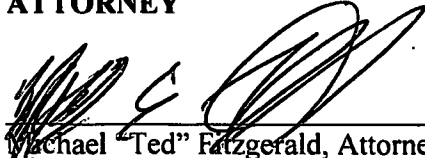
Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of the contract shall remain in full force and effect.

9. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

THE PARTIES, BY SIGNATURE OF AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTORNEY



Michael "Ted" Fitzgerald, Attorney at Law
Law Office of Ted Fitzgerald
OSB No. 950738

10/4/2022

CURRY COUNTY



John Herzog, Chair
Curry County Board of Commissioners

10/4/2022

EXHIBIT A

SCOPE OF WORK

SUMMARY:

Serves as Interim Legal Counsel to the County and provides a broad range of legal services to the Board of Commissioners, Assessor, Clerk, Sheriff and Treasurer, as well as the other County departments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties include but are not limited to:

- Provide legal advice to the County Board of Commissioners, County officers, departments, and various boards and commissions;
- Review and comment on documents presented to the Board of Commissioners for consideration;
- Attend all Board of Commissioner public meetings and work sessions.
- Recommend appropriate action to resolve a variety of legal problems and issues;
- Interpret Federal, State and local legislation, statutes, rules and regulations;
- Review and makes recommendations regarding proposed policy or procedural changes;
- Research and prepare ordinances, resolutions, contracts, agreements, leases, deeds, and other legal documents; investigate and analyze issues related thereto;
- Study and interpret the application of laws, court decisions and other legal authorities and precedents;
- Prepare legal opinions, memoranda briefs, and press releases as appropriate;
- Represent the County in State Circuit Court, Oregon Court of Appeals, Oregon Office of Administrative Hearings, Land Use Board of Appeals, and Federal Court as needed;
- Other duties as assigned by Board of Commissioners.