

PERSONAL SERVICES AGREEMENT

Contractor	Jeffrey M. Wallace
Consideration	\$125.00 per hour
Effective Date	December 13, 2024
Completion Date	June 30, 2025
Project/Services	<i>Public Defense Services</i>

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Jeffrey M. Wallace, an individual (**Contractor**), for Contractor's provision of public defense services to the City.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defense services for certain prosecutions arising in the City's Municipal Court;

WHEREAS, the City desires to have Contractor perform those certain legal services for eligible persons entitled to public representation in the City's Municipal Court;

WHEREAS, all payments made for public defense services is for the sole purpose of providing legal defense services to eligible clients; and

WHEREAS, Contractor desires to perform those certain personal services pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor's Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in the December 13, 2024, *Scope of Services* attached to and made part of this Agreement as **Exhibit A (Work)**. The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibit A** but necessary to fully and effectively perform those specifically listed tasks.
2. Insurance and Indemnity.
 - a. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, (1) full **Professional Liability Fund** coverage as directed by the Oregon State Bar, (2) statutory **Workers' Compensation** coverage, (3) **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and (4) either **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000 or **Personal Automobile Liability** insurance (with a business



endorsement or with a policy that does not exclude business operations) with a minimum liability limit of \$300,000.

- b. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
- c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

3. Payments.

- a. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- c. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- d. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.



- e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

B. City's Duties

1. Compensation.

- a. The City agrees to compensate Contractor for the Work at a rate not to exceed **\$125.00 per hour**. Contractor agrees to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution and further expressly agrees the City's payment obligations under this Agreement are a condition subsequent to Contractor's provision to the City of a completed Form W-9.
- b. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date; provided, however, if Contractor requires an up-front partial payment to commence performance under this Agreement, the City may elect to provide Contractor up to one-half of this Agreement's authorized funding before Contractor's performance obligations are triggered.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

C. General Conditions

- 1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
- 2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
- 3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.



4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

Continues on next.



10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

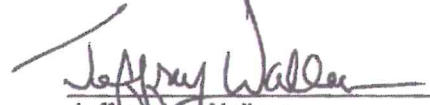
To Contractor: Jeffrey M. Wallace
Timmons Law PC
3591 Klindt Drive, Suite 220
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties duly execute this **PERSONAL SERVICES AGREEMENT** this 13th day of December, 2024.

CITY OF THE DALLES


Matthew Klebes, City Manager

CONTRACTOR


Jeffrey M. Wallace
OSB #763730

ATTEST:


Amie Ell, City Clerk

Approved as to form:


Jonathan M. Kara, City Attorney



EXHIBIT A

SCOPE OF SERVICES

December 13, 2024

1. **Personnel.** Jeffrey Wallace (**Contractor**) is contracted to provide public defender services to the City of The Dalles (**City**) and shall be designated **Defense Attorney**. Employees and agents of the Contractor are authorized to assist the Defense Attorney in carrying out the responsibilities of the position. Law clerks and paralegals may be employed by the Contractor to assist in Contractor duties. Law clerks employed by the Contractor are authorized to perform direct municipal public defender functions and to assist in general research and clerical functions and paid by the Contractor.
2. **Scope of Services.** The Contractor is responsible for City Municipal Court defense representation as authorized by the City Manager or designee. The Defense Attorney shall agree to perform the functions and duties specified below and shall perform such other duties if mutually agreed upon by both parties. The scope of services includes without limitation:
 - a. After appointment of client to the Defense Attorney, the Defense Attorney will provide competent legal representation, consultation, and legal advice to clients and appear in all court proceedings, including all specialty courts (e.g., mental health court, community court) all trials, all sentencings, and all hearings before the City of The Dalles Municipal Court. The Defense Attorney is not required to be at the initial arraignment of client.
 - b. Represent the client in all plea negotiations.
 - c. Prepare a defense, conduct legal research, gather facts, and interview the client and witnesses.
 - d. Work closely with clients, providing and discussing information, reports, defenses, and case developments.
 - e. Write and argue motions, pleadings, and legal arguments.
 - f. Obtain and organize all pretrial discovery, withdrawal of pleas, and file and argue all appropriate legal motions.
 - g. Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts.
 - h. Be available to the Municipal Court Judge and Municipal Court staff via email, phone or office visits (returning phone calls and/or emails within 24 hours during the work week, not including holidays) for questions and information regarding cases.

- i. Provide all equipment and supplies reasonably necessary to perform services in a professional manner.
 - j. Meet with clients in a timely manner and travel to custodial facilities when needed to meet with clients.
- 3. **Substitution of Representation.** It is anticipated that circumstances will arise from time to time wherein it is in the interest of the City and the Defense Attorney to transfer an assignment to another attorney to provide defense attorney services due to a conflict of interest in representation, or due to a schedule conflict. In these circumstances, a substitute attorney must be provided by the Contractor to appear in court. The substitute attorney must be pre-approved by the City of The Dalles Municipal Court Judge regarding qualifications to provide competent legal defense and appear in lieu of and on behalf of Defense Attorney. All substitute public defender services will be paid by the Contractor.
- 4. **License and Good Standing.** During the contact period, the Defense Attorney must maintain a current license to practice law in the State of Oregon and the Contractor must retain their primary law office in The Dalles, Oregon, and be in good standing with and an active member of the Oregon State Bar.
- 5. **Communication.** Regular communication and coordination shall be performed between the Defense Attorney and the Municipal Court Judge, the City Attorney, and the Municipal Court staff to discuss situations, and evaluate processes and adjustments that may be necessary to meet Municipal Court requirements, scheduling, and timelines.