

**Contract
City Prosecutor Services**

BETWEEN: London & Paris, LLP (L&P), of Eugene, Oregon

AND: The City of Coburg (CITY), a unit of local government of the State of Oregon

EFFECTIVE DATE: January 1, 2021

RECITALS

- A. Provision of services for the remuneration specified in this agreement will mutually benefit the parties to it.
- B. CITY and L&P desire to enter into an agreement where-in L&P will provide the services described in this agreement on the terms and conditions set forth herein and in Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. **Services to be Provided.** L&P agrees to provide City Prosecutor Services to CITY as described in Attachment A.
- 2. **Duration.** The agreement term shall be effective January 1, 2021 until June 30, 2021.
- 3. **Compensation.** CITY shall pay L&P monthly upon receipt of an invoice and detailed log of City Prosecutor's billed time. The invoice will be based on a fixed hourly rate of \$110 per hour for L&P plus any direct expenses associated with the work performed. The total cost of this agreement shall not exceed \$5,400.00 in City Fiscal Year 2021.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in paragraph 6, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following as its representative for purposes of administering this agreement:

L&P: London & Paris, LLP
66 Club Rd., Suite 200
Eugene, OR 97401

CITY: Anne Heath, City Administrator
City of Coburg
PO Box 8316
Coburg, OR 97408

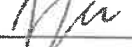
Either party may change its designated representative by giving written notice to the other as provided in paragraph 13.

- 7. **Records/Inspection.** CITY and L&P shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
- 8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney

fees, at trial or on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

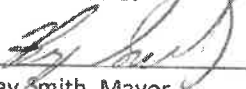
9. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126. L&P shall maintain liability insurance coverage in an amount of at least \$300,000 for employees providing City Prosecutor services under this agreement.
10. **Subcontracting.** L&P shall not subcontract its work under this agreement, in whole or in part, without notifying the Coburg Municipal Court or receiving the CITY's prior written approval. L&P shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of L&P specified in this agreement. Notwithstanding the CITY's approval of a subcontractor, L&P shall remain obligated for full performance of this agreement and CITY shall incur no obligation to any sub-contractor.
11. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
12. **Compliance with Laws.** L&P shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
13. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United State mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
14. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
15. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.
16. **Signatures.**

LONDON & PARIS, LLP:

By: 
Jesse London, Attorney at Law
Representative of London & Paris, LLP

Date: 2/16/21

CITY OF COBURG:

By: 
Ray Smith, Mayor

Date: 2-17-2021

By: 
Anne Heath, City Administrator

Date: 2-17-2021

ATTACHMENT A
City Prosecutor Services

1. **Personnel Assignment.** L&P shall serve as the City Prosecutor under this agreement. Any other personnel assignment must be approved in advance by City.
2. **Personnel Reporting.** City Prosecutor shall report to the City Administrator.
3. **Specific Functions.** City Prosecutor shall:
 - a. Attend all regular meetings of the Coburg Municipal Court where required.
 - b. Provide appropriate and timely oral or written legal advice and opinions as required or requested. Such advice or opinion will ordinarily be requested by the Police Chief as it related to prosecutor functions.
 - c. Utilize his/her best efforts to identify and evaluate legal or risk exposures that could jeopardize the City's position in Court. Along with assigned work as required by the preceding paragraph, such efforts are to be self-initiated by City Prosecutor in response to his interactions with City Staff and Defendant's Counsel.
 - d. Upon request, review police reports alleging violations of the City's Municipal Code and State Vehicle Code, to file appropriate charges and represent the City at trial, sentencing and, if necessary, appeal of those cases.
 - e. Upon request, create charging documents, corresponding with victims and witnesses, responding to discovery requests, and maintaining case files.
4. **Conflicts of Interest.** It is the City Prosecutor's obligation to identify to the City actual any actual or potential conflicts of interest that arise concerning his work with City. City Prosecutor is solely responsible for assuring notice of such conflicts is received by City.
5. **Bar Membership.** City Prosecutor is responsible for maintaining City Attorney's professional standing as a member of the Oregon State Bar Association and the Oregon City Attorney's Association.
6. **Exclusivity.** This agreement is not an exclusive agreement. City may engage other attorneys for specialized work as it deems appropriate. City Prosecutor shall assist City in determining the need for other counsel and assist in legal matters so assigned.

Addendum 1

Contract Amendment
Extension of City Prosecutor Services
May 11, 2021

1. The City of Coburg currently has a contract with London & Paris, LLP, titled "City Prosecutor Services," for the provision of city prosecutor services through June 30, 2021. Agreement #5 of that contract provides that the contract could be modified or extended by written amendment signed by both parties. It is the intent of the City to extend this contract through June 30, 2022.

2. This contract amendment is between the following two parties named in the attached contract:

City of Coburg
91136 N. Willamette Street
Coburg, OR 97408

London & Paris, LLP
66 Club Rd., Suite 200
Eugene, OR 97401

3. It is agreed that these two parties to extend the contract for 1 year from the original end date of 06/30/2021. All terms and conditions stated in the original contract will remain the same for the new dates of this contract extension except for the last sentence in #3 Compensation, which shall now read:

"The total cost of this agreement shall not exceed \$11,000.00 in City Fiscal Year 2022."



Jesse London, Attorney at Law
Representative of London & Paris, LLP

Date: 05/29/2021



Ray Smith, Mayor

Date: 6/10/2021



Anne Heath, City Administrator

Date: 6-10-2021