

INDEPENDENT CONTRACTOR AGREEMENT FOR PUBLIC DEFENSE SERVICES

THIS AGREEMENT, made and entered into this 14th day of February, 2024, by and between the City of Lebanon, a municipal corporation of the State of Oregon, hereinafter called "City", and Erik Moeller, hereinafter called "Public Defender" or "Moeller" depending on the context. The following are the underlying bases for the Contract:

- The city has a constitutionally mandated responsibility to provide public defender services.
- The City desires to have legal services performed for eligible persons entitled to public representation in Lebanon by Moeller, as authorized by law.
- Moeller agrees to provide, and the City agrees to pay for, competent and diligent representation to its clients as required by the Oregon Rules of Professional Conduct.
- The City and Moeller agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to eligible clients.

THE PARTIES AGREE AS FOLLOWS:

1. **Duties:** The City hereby contracts with Moeller to serve as the Public Defender, for the City, to perform the functions and duties specified in said job description (Attachment A) and outlined in this Agreement and shall perform such other duties and functions for the City, from time to time, if mutually agreed upon by both parties.

2. **Term:** This agreement shall be for two years, commencing upon the first day of March 2024 and ending on the last day of February, 2026. The terms of this agreement shall be reviewed by the parties at the end of this term. Should an extension period be requested a new contract shall be drafted.

(a) For the purpose of this agreement, said Public Defender is considered an "Independent Contractor." Notwithstanding the foregoing, Moeller shall serve at the pleasure of the Lebanon City Council. Either party may, at any time, terminate this contract with or without cause, upon a sixty-day written notice, in which event Moeller shall be entitled to all payments then due.

(b) The City may terminate this contract for good and sufficient cause with or without notice.

3. **Independent Contractor:** Moeller is, for all purposes arising out of this Contract, an independent contractor, and neither Moeller nor his employees shall be deemed employees of the City. Moeller shall complete the requirements of this Contract according to his own means and methods of work, which shall be in the exclusive charge and control of Moeller and which shall not be subject to control or supervision by the City, except as specified herein.

4. **Periodic Review:** The City Council may review the performance and compensation of the Public Defender by such method and at such times as the Council shall deem appropriate and necessary.

5. **Hours of Work:** It is recognized that the hours devoted by the Public Defender in the performance of his responsibilities may vary with the caseload of the court. It is anticipated that court shall be held the second and fourth Tuesday's of every month subject to the discretion of the Municipal Judge and needs of the court.

6. **Compensation:** Moeller shall be paid the sum \$26,000 annually, paid in monthly installments of \$2,166.00 beginning March 2024 through February 2026 as compensation for services to be performed pursuant to this Agreement and as outlined in the Public Defender job description (Attachment A). Payment shall be made pursuant to the City's usual practices for the payments of accounts payable.

7. **Support Staff:** Moeller agrees that he has secured or will secure at his own expense, all persons, employees, and equipment required to perform the services required under this Contract.

8. **General Provisions:** This contract shall constitute the entire agreement between the parties and supersede any previous agreements or understandings. If any provisions or a portion thereof contained in the contract is held to be unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. No other benefits, consideration or compensation of any kind shall be due from the City to Moeller or any of his staff other than as set forth herein.

9. **Effective Date:** This agreement shall be effective the first day of March, 2022.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed by virtue of the lawful authority of the Lebanon City Council, upon the date first mentioned above.

Kenneth Jackola, Mayor of Lebanon

Ron Whitlatch, Interim City Manager

ATTEST:

Julie Fisher, City Recorder

Erik J.D. Moeller, Public Defender

Approved as to form:

John E. Kennedy, City Attorney

Date

Attachment A

- Providing legal representation, consultation, and advice to clients.
- Representing clients during criminal investigative proceedings.
- Preparing a defense, conducting legal research, gathering facts, and interviewing the client and witnesses.
- Working closely with clients, providing and discussing information, strategies, and developments.
- Arranging for bail to be set and bonds to be posted.
- Writing motions, pleadings, and legal arguments.
- Preparing legal documentation and representing clients in court.
- Handling pretrial discovery, withdraw pleas, suppression motions, and appeals.
- Attending sentencing and negotiating plea bargains.