

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of Sweet Home, a municipality of the State of Oregon** (the “City”) and **Matt Brown Consulting** (“Contractor”).

RECITALS

- 1 **Need.** The City is in need of personal services for financial administration assistance, and the Contractor represents that it is qualified and prepared to provide such services.
- 2 **Purpose.** The purpose of this Agreement is to establish the services to be provided by the Contractor and the compensation and terms for such services.

AGREEMENT

- 3 **Engagement.** The City hereby engages Contractor to provide services (“Services”) related to financial administration, and Contractor accepts such engagement. The principal contact for Contractor shall be Matt Brown, phone 503-705-1041, email mattbrownconsultinggroup@gmail.com.
- 4 **Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
- 5 **Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on 06/30/2027. The City reserves the exclusive right to extend the contract with written notice acceptable by email from the City Manager and/or direction from the City Council.
- 6 **Compensation.** The terms of compensation for the initial term shall be as provided in Attachment A.
- 7 **Payment.**
 - 7.1 The City agrees to pay the Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the city as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A.
 - 7.2 Contractor shall track work performed monthly pursuant to the agreed scope of work and shall provide a monthly invoice to the city. Following approval by the City Manager, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify the Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

7.3 The City may suspend or withhold payments if the Contractor fails to comply with any requirement of this agreement.

7.4 Contractor is engaged by the city as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to employees.

8 Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to the City shall become the property of the City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, the Contractor grants to the City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits the City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of the Contractor's work product for purposes unrelated to the project shall be at the City's sole risk and without liability to the Contractor.

9 Notices. All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or emailed. Notices, bills, and payments sent by mail should be addressed as follows:

CITY: City Manager
3225 Main St.
Sweet Home, OR 97386
OR
jogden@sweethomeor.gov

CONTRACTOR: Matt Brown Consulting
3495 Sussex St.
Eugene, OR 97401
OR
mattbrownconsultinggroup@gmail.com

When so addressed, such notices, bills, and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

10 Standard of Care. Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

11 Termination.

11.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

11.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels insufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding if agreed between both parties.

11.1.2 If the Contractor is unable to fulfill the obligations discussed in Exhibit A.

11.1.3 If the Contractor is in breach of this Agreement, and such breach is not remedied as contemplated in this agreement.

11.2 Breach of Agreement.

11.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceed the price for same services under this Agreement.

11.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

11.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order the Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this section, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after the City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, because of the suspension.

11.3 Termination by Either Party.

11.3.1 Either party may terminate this Agreement by providing the other party with a written notice of such intention. The termination will become effective thirty (30) calendar days after the date of receipt of the notice, unless otherwise specified in the notice or agreed upon by both parties in writing.

11.3.2 Upon receipt of the termination notice, both parties shall fulfill all outstanding obligations and responsibilities under this Agreement until the effective date of termination.

11.3.3 Once terminated, neither party shall have any further obligations under this Agreement, except for any rights or obligations that by their nature should survive termination, including but not limited to, payment obligations, confidentiality commitments, and intellectual property rights.

11.3.4 Any notice of termination under this clause must be in writing and will be deemed effective: a. on the date of delivery if delivered personally; b. three (3) business days after being dispatched by certified or registered mail, postage prepaid; or c. the next business day if sent by recognized overnight delivery service.

12 No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13 Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14 Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

15 Indemnification.

15.1 Liability of Contractor for claims other than professional liability. For claims other than professional liability, Contractor shall defend, save, and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor. A claim for anything other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by the Contractor.

15.2 Liability of Contractor for claims for professional liability. For claims of professional liability, Contractor shall save, and hold harmless City, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claims made against the City.

15.3 Contractor is not an agent of the City, as those terms are used in ORS 30.265.

16 Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

17 Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

17.3 Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

17.4 All sums due to the State Unemployment Compensation Fund from the Contractor in connection with the performance of the Agreement shall be promptly paid.

17.5 Contractor certifies compliance with all applicable Oregon tax laws, in according to ORS 305.385.

17.6 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

17.7 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

17.8 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

18 Confidentiality. The Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19 Public City. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20 Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21 Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

- 22 Mediation/Dispute Resolution.** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Linn County, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be Linn County. Venue for any litigation shall be the Circuit Court for Linn County.
- 23 Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.
- 24 Records, Inspection and Audit by the City.** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.
- 24.1** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within one (1) year after City makes final payment on this Agreement and all other pending matters are closed.
- 24.2** This Section is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.
- 25 Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so dis-enabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- 26 Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

27 Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

28 Insurance. Consultant shall, at its own expense, at all times during the term of this agreement, maintain in force:

28.1 A professional liability policy with minimum coverage of at least \$500,000 combined single limit. Certificates of Insurance shall be provided to the City upon request.

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IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:

CONTRACTOR:

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

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ATTACHMENT A
Scope of Work & Compensation

Financial Policies

- Yearly review of Financial and Investment Policies
- Provide recommendations as needed

Audit

- Complete scheduled workpapers with support from city staff
- Complete audit requests with support from city staff
- Act as liaison between Auditor and City staff
- Present completed audit to City Manager and City Council with auditors

Annual City Budget

- Complete Salary & Benefit forecasting spreadsheet with support from City staff
- Review and update General Fund Support Service Charges
- Create budget sheets for staff to enter year-end estimates and new year expenditures.
- Update Capital Improvement Plan with support from city staff
- Create Resolutions for the following:
 - Declaring city election to receive state shared revenues
 - Certifying city provides services to receive state shared revenues
 - Electing a Budget Officer
 - City budget adoption of appropriations and levying taxes
- Complete State of Oregon LB1 form. City will publicize in local paper for Budget Public Hearing regarding a City Council meeting for adoption of the budget.
- Complete State of Oregon LB50 and deliver to Linn County by July 15th deadline
- Create a final budget document for city adoption prior to June 30th
- Budget Committee Meetings:
 - Assist in preparation for staff discussions
 - Prepare presentation, materials, and agenda for the Budget Committee
 - Create notices for budget committee meetings and public hearings. City will publicize it in the local paper

Utility Billing Forecasting & Rate Study

- Consultant will provide Utility Billing forecasts updated yearly once the budget is completed for staff and council to review and adjust utility rates if necessary
- Utility Rate studies will include Water, Sewer, and Storm funds

Financial Reports

- Present a written quarterly financial report to City Manager and City Council that includes an overview of the financial status of each fund, current budget year status, and any recommendations or changes that may need further review/discussion
- Prepare a monthly financial report for the City Manager

Payroll Reporting

- Complete federal 941 Reports for payroll and submit to the Finance office for processing and payment if necessary
- Complete Quarterly Oregon Reports for payroll and submit online for completion, submitting to Finance any payment notice if necessary

Bank Reconciliations

- Complete bank reconciliations for LGIP State Pool account and Zions Bank account on a regular basis. The City's main operating bank account will be reconciled by Merina and Company unless both parties agree to make additional changes

Virtual Check-Ins

- Contractor will be available for virtual meetings to meet with staff as requested

Council Meeting Attendance

- Contractor will attend one council meeting per month at the discretion of the City Manager (if the contractor is unable to attend in person, attendance virtually will be allowed)

Ongoing City-Maintained Tasks

- The city will maintain a city email for the consultant to use. The contractor will review emails no less than every two (2) days to ensure all requests are met from staff. For feedback needed quickly, the city shall call or text the consultant for more prompt attention. Consultant will inform City Manager and Finance Operations Manager if the consultant will not be available to respond or review emails for any reason or if there is a temporary leave of absence such as vacation or other.

Rate of Pay

- \$60,000 per year (\$5,000 per month) through June 2027