

RESOLUTION NO. URR 14-002

A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH BEERY ELSNER & HAMMOND LLP FOR LEGAL SERVICES FOR THE CANBY URBAN RENEWAL AGENCY

WHEREAS, the previous legal counsel for the Canby Urban Renewal Agency retired in March of 2014; and

WHEREAS, the Canby Urban Renewal Agency periodically is in need of legal counsel with expertise in Urban Renewal; and

WHEREAS, Berry Elsner & Hammond LLP was selected as the preferred legal counsel based on the criteria for selection.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Canby Urban Renewal Agency approves as follows:

1. The Agency authorizes a Personal Services Agreement with Beery Elsner & Hammond LLP, attached hereto as Exhibit "A", to serve as legal counsel for the Canby Urban Renewal Agency.

This Resolution shall take effect on March 12, 2014.

ADOPTED this 12th day of March 2014, by the Canby Urban Renewal Agency.



Tim Dale
Chair

ATTEST:



Sue Ryan, CMC
Deputy City Recorder

URR 14-002 EXHIBIT A

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CANBY URBAN RENEWAL AGENCY (Agency) and BEERY ELSNER & HAMMOND LLP (Contractor).

- A. Agency requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as Agency requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to Agency its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as Agency deems applicable.
- 3. Compensation:
 - A. Agency agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto.
 - B. Agency agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the Agency may be withheld pending settlement.
 - C. Agency certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the Agency, or any partnership or corporation in which an City Employee has an interest, will or

has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from Agency. Agency, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of Agency. All work performed by Contractor under this Agreement shall be the property of the Agency. Agency agrees that the Contractor may use its work in other assignments if all Agency data and references are removed.
7. Term.
 - A. This Agreement may be terminated by:
 1. Mutual written consent of the parties.
 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 3. Agency, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in Agency's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. For General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby/Canby Urban Renewal Agency as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby/Canby Urban Renewal Agency as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by Agency or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other

provisions of this Agreement shall remain in full force and effect.

AGENCY: Amanda Zeiber, Agency Director
Canby Urban Renewal Agency
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Pam Beery
Beery Elsner & Hammond LLP
1750 SW Harbor Way, Suite 380
Portland, OR 97201-5106

Please submit invoices to: Attn: Accounts Payable
Canby Urban Renewal Agency
PO Box 930
Canby, OR 97013
potterl@ci.canby.or.us

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:
Beery Elsner & Hammond LLP
By: *Paula J. Beery*
Date: 3/14/14

CANBY URBAN RENEWAL AGENCY:

By: *Amanda Zeiber*
Date: 03/13/14

Approved as to Form:

Joseph Pindsay
Joseph Pindsay
City Attorney

EXHIBIT "A"



March 3, 2014

SENT VIA EMAIL AND FIRST CLASS MAIL TO: EllisG@ci.canby.or.us

Greg Ellis, Urban Renewal Director
Canby Urban Renewal Agency
182 N. Holly Street
PO Box 930
Canby Oregon 97013

RECEIVED
MAR 04 2014
CITY OF CANBY

RE: Legal Counsel for City of Canby Urban Renewal District

Dear Mr. Ellis:

Thank you for contacting Beery, Elsner & Hammond, LLP (“BEH”) regarding our firm serving as special legal counsel to the City of Canby (“City”) for its urban renewal agency. We appreciate you thinking of us for such an important undertaking.

Unlike other law firms, BEH’s legal practice is unique because we limit our representation exclusively to local government clients. As a result, our firm is widely recognized for its expertise on the full range of topics fundamental to the operation of local governments.

Our firm is one of very few actively practicing and experienced in urban renewal law. BEH was selected to be among a few private firms to advise the Portland Development Commission—Oregon’s largest urban renewal agency—on a wide variety of topics related to urban renewal.

The firm has advised many Oregon agencies on interpreting urban renewal statutes, the adoption and amending of urban renewal plans, urban renewal financing and agreements (including public-private partnerships) and the legal requirements for tax increment financing and accounting for urban renewal dollars. In particular, as of late, we have assisted various agencies with interpreting and adhering to the significant changes made to the urban renewal statutes by HB 3056 (2009).

We currently advise the cities of Sherwood, Gladstone, Hillsboro, Molalla, Sandy and Redmond on their active urban renewal plans and activities. Some recent projects these agencies have been involved with include:

- Cannery Row in Sherwood, which is part of a larger public/private partnership between Capstone Partners LLC and the Sherwood Urban Renewal Agency to redevelop a historic 6.5 acre former cannery property in the heart of Old Town Sherwood;
- Sandy has begun the transformation to a new and improved downtown with the removal of overhead utility lines to enhance the look and feel of Downtown;
- Redmond has enhanced the image of its downtown core through the re-design of intersections, and construction or placement of new public amenities including, but not limited to, planting and landscaping, decorative lighting, bicycle racks and street furniture and street trees.

Each of the attorneys in our office participates in providing advice to each of our clients depending upon

the issues involved in a specific matter and how the particular expertise of the attorney can best serve our client's needs. To streamline communication, we typically work with our clients to identify one or two attorneys to serve as lead counsel. For the City's urban renewal work, our firm would utilize the expertise of Pamela Beery and Chad Jacobs. Pam Beery is a founding partner, and is currently Of Counsel with the Firm and Chad became partner at BEH in January 2014. Both Pam and Chad look forward to meeting with you on March 6, 2014.

Our proposed rates for this work are:

- \$225 per hour for partners and "of counsel";
- \$200 per hour for associates;
- \$125 per hour for paralegals;
- \$95 per hour for legal assistants.

Thank you for your consideration and don't hesitate to contact us for additional information you may require. We look forward to the potential of assisting the City.

Sincerely,



Ashley Whittaker
Office Manager

Cc: Pam Beery and Chad Jacobs