

# Council Business Meeting

July 5th, 2022

<b>Agenda Item</b>	Appointment of Interim City Attorney	
<b>From</b>	Joseph Lessard	City Manager
<b>Contact</b>	joe.lessard@ashland.or.us	

## **SUMMARY**

The City Council is being asked to approve Doug McGeary as Interim City Attorney and authorize the City Manager to sign an employment agreement between the City of Ashland and Doug McGeary. Doug McGeary has been acting Assistant City Attorney since July of 2021. The City Attorney works at the discretion of the City Council in collaboration with City staff to protect the legal interests of the City; therefore, the appointment requires approval of the City Council.

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to confirm the appointment of Doug McGeary as Interim City Attorney and grant the City Manager the authority to negotiate and sign the Interim City Attorney's contract.

## **STAFF RECOMMENDATION**

City staff recommends the appointment of Doug McGeary as Interim City Attorney until a permanent City Attorney can be hired. City staff recommends granting the City Manager the authority to sign the agreement to effectuate the appointment of the Interim City Attorney.

## **FISCAL IMPACTS**

The City Attorney position has funding and existing appropriations are available.

## **REFERENCES & ATTACHMENTS**

Personal Services Contract- Doug McGeary

**(PROPOSED) PERSONAL SERVICES CONTRACT**

This contract is between City of Ashland, an Oregon Municipal Corporation, hereinafter called "City", and Douglas M. McGeary, Attorney at Law, LLC, hereinafter called "Contractor". The parties agree as follows:

**1. Contractor's information:**

NAME (tax filing): Douglas M. McGeary, Attorney at Law, LLC  
ADDRESS: 2 N. Oakdale Ave, Medford, OR 97501  
doug@douglasmcgeary.com

CITIZENSHIP, if applicable: \_\_\_\_\_  
Non-resident alien  Yes  No

BUSINESS DESIGNATION (check one):  
 Corporation  General Partnership  
 Limited Partnership  Governmental/Non-Profit  
 Limited Liability Company  Limited Liability Partnership  
 Sole Proprietorship

Federal Tax ID#: N/A  
SSN#: On record with City  
(Contractor must provide Contractor's Social Security Number unless it provides a federal TID number).

Oregon Business License#: N/A

This information herein will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted, (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

**2. Description of Contractor's Services, Delivery Schedule and Compensation:  Exhibit A Scope of Work**

**3. Compensation by City:** Payment for all work performed under this contract shall be made as set forth below from available and authorized City funds, and shall not exceed the maximum sum of Payment for all work performed under this contract shall not exceed the maximum sum of: See Exhibit A. Travel and other expenses of the Contractor shall not be reimbursed by City unless specifically provided herein as a supplementary condition.

a. Interim payments shall be made to Contractor following City's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.

b. Contractor shall not submit billings for, and City will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify City's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

c. Contractor shall submit bi-weekly billings for work performed. The billings shall describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be sent to the supervising representative.

**4. Effective Date and Duration:** This Contract shall become effective on July 1, 2022. Unless earlier terminated or extended, this contract shall expire on June 30, 2023, or when Contractor's completed performance has been accepted by City, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice City's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

**5. Contract Documents:** This contract between the parties consists of this Personal Services Contract, Scope of Work (**Exhibit A**), General Conditions (**Exhibit B**) Compliance with Applicable Laws (**Exhibit C**) and the following attached documents, if checked, which contain all the terms and conditions of the contract and are incorporated by this reference:

- Exhibit D** Supplementary Conditions
- Exhibit E** Required Federal Terms and Conditions

**6. Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

**IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:**

Douglas M. McGeary 06/30/2022  
Contractor Douglas M. McGeary (Date)  
Title: Attorney at Law

\_\_\_\_\_  
City of Ashland City Manager (Date)

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Douglas M. McGeary 06/30/2022  
Contractor (Date)