

This Agreement dated as of April 1, 1981, between the City of Portland, Oregon (City) and Stoel, Rives, Boley, Fraser & Wyse (Legal Counsel).

RECITALS:

1. The City presently is a party to several lawsuits or disputes involving construction and similarly complex contracts. This is a highly specialized area of law, and the Office of City Attorney presently does not have sufficient expertise to provide adequate legal representation to the City.

2. The Office of City Attorney believes that the number of lawsuits and disputes involving these matters will remain constant or increase in the future. The Office therefore believes it will be desirable for the Office to develop sufficient expertise to provide adequate legal representation in these matters.

3. In order presently to obtain adequate legal representation in these matters, it is necessary for the City to obtain outside legal counsel to represent the City. It is in the City's interest for outside legal counsel to provide legal consulting, case supervision and assistance, and educational assistance services to the City, while using City legal staff to the maximum extent feasible in order that the City legal staff may develop the needed expertise.

4. Legal Counsel has the necessary expertise and is willing to provide the needed assistance to the City.

AGREEMENT:

1. On request from the Office of City Attorney, Legal Counsel will provide legal consulting, case supervision and assistance, and educational assistance to the Office in matters involving construction and similarly complex contracts.

2. In providing its services hereunder, Legal Counsel will use the Office of City Attorney's staff assigned to these matters by the City Attorney as much as possible, so that the Office's staff may develop the expertise necessary to handle these matters.

3. The City will compensate Legal Counsel for its services hereunder at the rate of \$80 per hour for attorney time subject to periodic revision if approved by the City Attorney.

In addition, the City will compensate Legal Counsel for out-of-pocket expenses incurred hereunder. Unless otherwise approved by the City, Legal Counsel's maximum compensation hereunder shall be \$30,000.

4. Legal Counsel will bill the Office of City Attorney monthly for its services hereunder.

5. Either party may terminate this Agreement on thirty days' written notice to the other party.

6. Legal Counsel will provide the City with a certificate establishing that it has qualified (a) as a direct responsibility employer as provided by ORS 656.407, or (b) as a contributing employer as provided by ORS 656.411.

CITY OF PORTLAND, OREGON

By \_\_\_\_\_  
COMMISSIONER OF PUBLIC AFFAIRS

By \_\_\_\_\_  
AUDITOR

APPROVED AS TO FORM:

STOEL, RIVES, BOLEY, FRASER & WYSE

\_\_\_\_\_  
CITY ATTORNEY

By \_\_\_\_\_

TITLE:

## ORDINANCE NO. 151636

An Ordinance authorizing a legal services contract in the amount of \$30,000 with Stoel, Rives, Boley, Fraser & Wyse; waiving the provisions of City Code Chapter 5.68; providing for the transfer of funds within the Water Fund and the General Fund; authorizing the drawing and delivery of warrants; and declaring an emergency

The City of Portland ordains:

Section 1. The Council finds:

1. The City presently is a party to several lawsuits or disputes involving construction and similarly complex contracts. This is a highly specialized area of law, and the Office of City Attorney presently does not have sufficient expertise to provide adequate legal representation to the City.
2. The Office of City Attorney believes that the number of lawsuits and disputes involving these matters will remain constant or increase in the future. It therefore is desirable for the Office to develop sufficient expertise to provide adequate legal representation in these matters. Over the long term, this will reduce the City's legal expenses by allowing the Office of City Attorney to handle these matters rather than hiring more expensive outside counsel.
3. In order presently to obtain adequate legal representation in these matters, it is necessary for the City to obtain outside legal counsel to represent the City. It is in the City's interest for outside legal counsel to provide legal consulting, case supervision and assistance, and educational assistance services to the City, while using City legal staff to the maximum extent feasible in order that the City legal staff may develop the needed expertise.
4. The City Attorney has recommended Stoel, Rives, Boley, Fraser & Wyse as outside legal counsel with sufficient expertise to meet the City's needs. It is appropriate to contract with that law firm for the needed services without following the usual consultant selection procedure.
5. Those bureaus most likely to use the services of Stoel, Rives, Boley, Fraser & Wyse should contribute towards paying the cost of their services.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs and Auditor are authorized to enter into a Legal Services Agreement with Stoel, Rives, Boley, Fraser & Wyse substantially in accordance with the form of agreement attached to this ordinance.

ORDINANCE No. 151636 \*

- b. The Mayor and Auditor are authorized to draw and deliver warrants in payment of legal services provided under the Agreement, chargeable to BUC 31200041:210.
- c. The Water Fund shall contribute \$7,500, the Sewage Disposal Fund \$15,000, and the General Fund \$7,500 toward the cost of the legal services. The Water Fund contribution shall be paid from BUC 18000016:590 and the Sewage Disposal Fund contribution from BUC 14722106:590.
- d. Sums hereby are appropriated as follows:

<u>Water Fund</u>		
Contingency	- BUC 17500155:710	(7,500)
Bureau of Water Works	- BUC 18000016:590	7,500
<u>General Fund</u>		
Unforeseen Reimbursable Expenditures		(22,500)
Contingency		(7,500)
Office of City Attorney - BUC 31200041:210		30,000

- e. The provisions of City Code Chapter 5.68 are waived.

Section 2. The Council declares that an emergency exists, in that it is necessary immediately to have the assistance of expert legal counsel; therefore, this ordinance shall be in full force and effect after its passage by the Council.

Passed by the Council, **MAY 27 1981**

Commissioner Schwab  
 CThomas:mc  
 May 26, 1981

Attest:

*Serge Tchornik*  
 Auditor of the City of Portland

*Sub.* Calendar No. **1629**

### ORDINANCE No. 151636

#### Title

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THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN		
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed           **MAY 27 1981**          

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

By *Gordon Orzell*  
Deputy

INTRODUCED BY
Commissioner Schiwab

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: <i>Office of City Attorney</i>
Prepared By: <b>Christopher P. Thomas</b> Date: <b>5/26/81</b>
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:

CALENDAR
Consent      Regular

NOTED BY
City Attorney <i>CPT</i>
City Auditor
City Engineer