

## **PERSONAL SERVICES AGREEMENT**

### **Engineering Development Review Services**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **KENNEDY/JENKS CONSULTANTS, INC.** ("Consultant").

### **RECITALS**

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

### **AGREEMENT**

1. **Term.** The term of this Agreement, unless sooner terminated pursuant to provisions set forth below, shall be from **October 6, 2012 to October 5, 2014**. In addition, the City shall have an option to extend the services for an additional two years at the City's sole discretion. Agreement shall not exceed four (4) years. Any termination of this Agreement shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred sixty thousand and 00/100 dollars (\$160,000.00)**.

3. **Scope of Services.** Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. **Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B and the Schedule of Charges attached as Exhibit C, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent to the City by United States mail, postage prepaid, or personally delivered to the addresses 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.

To the City: City of Oregon City  
PO Box 3040  
625 Center Street  
Oregon City, OR 97045  
Attention: City Manager

With a Copy to: Garvey Schubert Barer  
121 SW Morrison Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
Attention: Ed Sullivan

To Consultant: Kennedy/Jenks Consultants, Inc.  
303 Second Street, Ste 300 South  
San Francisco, CA 94107

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF OREGON CITY:

KENNEDY/JENKS CONSULTANTS, INC.:

By: \_\_\_\_\_  
David W. Frasher  
City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 2012.

DATED: \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
John M. Lewis, P.E.  
Interim Public Works Director

DATED: \_\_\_\_\_, 2012.

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
City Attorney