

## **AMENDMENT #2 - PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and BROWN & BROWN NORTHWEST ("Consultant"), for Insurance Agent of Record Services.

### **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 July 1, 2018 to June 30, 2019. 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. Total compensation shall not exceed \$ 29,233.00. Consultant shall invoice the City for the cost of the Agent of Record fees. As per the Proposal for Services provided by Consultant, \$29, 233.00 of the proposed fee will be billed at the inception of the contract for the term July 1, 2018 to June 30, 2019.

3. Responsibilities of Agent of Record. Consultant's services under this Agreement shall consist of services as detailed in Attachment A, attached hereto and by this reference incorporated herein.

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

5. Integration. This Agreement, along with the description of services to be performed attached as Attachment A (Request for Proposal Submittal) and the Standard Conditions to Oregon City Personal Services Agreement attached as Attachment B, 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 by the parties 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 c/o Katie Durfee

To Consultant:

Brown & Brown Northwest  
c/o Mr. Ron Cutter  
2701 NW Vaughn Street, Suite 340  
Portland, Oregon 97210

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 \_\_\_\_\_, 2018.

CONSULTANT

CITY OF OREGON CITY

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

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

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

Title: Anthony J. Konkol III, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_