

## PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Cogan Owens Greene ("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 July 19<sup>th</sup>, 2017 to July 30, 2018. 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 \$89,000.

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, 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  
221 Molalla Avenue, Suite 200  
Oregon City, OR 97045  
Attention: Community Development Director

With a Copy to:

Bateman Seidel Miner Blomgren Chellis & Gram,  
P.C.  
888 SW 5th Avenue, Suite 1250 Portland, OR 97204  
Attention: Bill Kabeiseman

To Consultant:

Cogan Owens Greene  
812 SW Washington Street, Suite 600  
Portland, OR 97205  
Attention: Kirsten Greene, Principal

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.

8. Schedule. The components of the project described in the Scope of Services shall be completed according to the schedule attached thereto unless modified through prior consultation and written between the City and the Consultant.

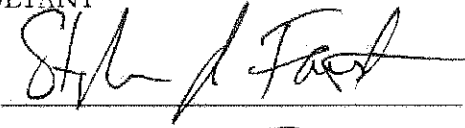
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ of \_\_\_\_\_, 2017.

CONSULTANT

By:

Title:

DATED:

  
Deputy Managing Principal  
July 10, 2017

CITY OF OREGON CITY

By:

Title:

DATED:

\_\_\_\_\_  
City Manager  
\_\_\_\_\_, 2017

CITY OF OREGON CITY

By:

Title:

DATED:


\_\_\_\_\_  
Community Development Director  
\_\_\_\_\_, 2017

APPROVED AS TO FORM

By:

Title:

DATED:

  
City Attorney  
July 10, 2017