

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**NPDES MS4 AND TMDL SUPPORT (PS 24-006)**

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **BROWN AND CALDWELL** (“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 shall be from the date the contract is fully executed until **June 30, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration 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 **ninety-nine thousand, nine-hundred, fifty-seven and 00/100 dollars. (\$99,957.00)**.

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. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.

6. **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.

7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. 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  
13895 Fir Street  
Oregon City, OR 97045  
Attention: John M. Lewis

To Consultant:

**Brown and Caldwell, Inc.**  
**6500 SW Macadam Ave, Suite 200**  
**Portland, OR 97239**  
**Attention: Krista Reininga**

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

8. 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 \_\_\_\_\_, 20\_\_\_\_.

CITY OF OREGON CITY

**BROWN AND CALDWELL, INC.**

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

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

Name: Anthony J. Konkol III

Name: \_\_\_\_\_

Title: City Manager

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

DATED: \_\_\_\_\_, 2024.

DATED: \_\_\_\_\_, 2024.

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

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

Name: John M. Lewis, P.E.

DATE: \_\_\_\_\_

Title: Public Works Director

DATED: \_\_\_\_\_, 2024.