

## PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **Friends of Trees**. (“Contractor”).

### RECITALS

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

B. Contractor 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 the date the contract is fully executed to **June 30, 2025**. In addition, the City shall have an option to extend the services for an additional one year at the City’s sole discretion. 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 Contractor’s performance that has not been cured.

2. **Compensation.** City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed sixty-two thousand, nine-hundred and fifty-two dollars and eighteen cents (**\$62,952.18**).

3. **Scope of Services.** Contractor’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  
695 Warner Parrott Rd  
Oregon City, Oregon 97045  
Attention: Community Development Director

Bateman Seidel Miner Blomgren Chellis & Gram,

With a Copy to:

P.C.  
1000 SW Broadway, Suite 1910, Portland, OR 97205  
Attention: William Kabeiseman

To Contractor:

Friends of Trees  
3117 NE MLK Blvd.  
Portland, OR 97212  
Attn: Megan Van de Mark

Contractor 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 following schedule:

- (a) Conduct community tree planting projects and tree pruning education workshops in Oregon City neighborhoods during the 2024-2025 planting season.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ day of March, 2024.

CONTRACTOR

CITY OF OREGON CITY



By: Megan Van de Mark

Title: Deputy Director, FOT

DATED: March 11, 2024

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

Denyse C. McGriff

Title: Mayor, City of Oregon City

DATED: \_\_\_\_\_