

**CITY OF OREGON CITY URBAN RENEWAL AGENCY (URA)
PERSONAL SERVICES AGREEMENT**

**CLACKAMETTE COVE WATER QUALITY & ALTERNATIVES EVALUATION PROGRAM
(PS 24-003)**

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY URBAN RENEWAL AGENCY (“URA”) and **AQUATIC INSIGHT, LLC** (“Consultant”).

RECITALS

A. URA 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 URA 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 **April 17, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URA’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. URA 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 eighty-one thousand, forty dollars and zero cents (\$181,040.00)**.

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 URA 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 CITY OF OREGON CITY URBAN RENEWAL AGENCY:

City of Oregon City Urban Renewal Agency
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

AQUATIC INSIGHT, LLC
4207 SE Woodstock Blvd #535
Portland, OR 97206
Attention: Mark Rosenkranz, Owner/Manager

Consultant shall be responsible for providing the URA 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 17th day of April, 2024.

CITY OF OREGON CITY URBAN RENEWAL AGENCY

AQUATIC INSIGHT, LLC

By: _____

By: _____

Name: John M. Lewis, P.E

Name: _____

Title: Public Works Director

Title: _____

DATED: _____, 2024.

DATED: _____, 2024.

By: _____

ORIGINAL URBAN RENEWAL APPROVAL (IF APPLICABLE):

Name: Anthony J. Konkol III

DATE: April 17, 2024

Title: Urban Renewal Executive Director

DATED: _____, 2024.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Urban Renewal Agency Attorney