

## CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

### DEI INITIATIVES

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **TRIANGLE ADVISING GROUP, LLC** (“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 a total compensation, including reimbursement for expenses incurred, for the Original Scope plus Community Engagement as identified in Exhibit A for an amount not to exceed **One hundred fifty thousand and 00/100 dollars (\$150,000.00)**.

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  
625 Center Street  
Oregon City, OR 97045  
Attention: Patrick Foiles

To Consultant:

**Triangle Advising Group, LLC**  
**5965 Beeler St**  
**Denver CO 80238**  
**Attention: Lamont W. Browne**

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 \_\_\_\_\_, 2024.

**CITY OF OREGON CITY**

**Triangle Advising Group, LLC**

By: \_\_\_\_\_  
Patrick Foiles  
Title: Human Resources Director

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

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

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

By: \_\_\_\_\_  
Anthony J. Konkol, III  
Title: City Manager

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

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

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

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

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

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*Scope of Work*  
*Submitted to Patrick Foiles, HR Director*

Submitted by:

**Dr. Lamont W. Browne**  
Chief Leadership Officer



**TRIANGLE ADVISING GROUP**  
EXCELLENCE FOR ALL

## Part III: Scope of Work

Task A: Project Management	
A.1: Leadership Engagement	
Summary of Focus	Deliverables
<p>Triangle Advising will meet bi-weekly with the City’s project lead to discuss strategy, provide updates, and ensure project success. We will also be available for non-scheduled calls and communication as needed. The purpose of these meetings are to ensure the project stays on course, to identify key action steps, and participants, and to keep the Oregon City leadership team fully informed of each step of the project as needed. This includes preparing and delivering presentations to the City Manager and the City’s leadership team as well as to City Commission as needed, either in-person or remotely.</p>	<ul style="list-style-type: none"> <li>• Meeting agenda</li> <li>• Meeting notes and documentation of action steps, due dates, and owners</li> <li>• Leadership team and City Commission presentation materials</li> </ul>
A.2: Marketing and Communication	
Summary of Focus	Deliverables
<p>We believe that strong, concise, comprehensive, and consistent messaging is important for the health of an organization. This is especially true for sensitive initiatives such as DEI projects where effective change management processes can foster full buy-in of the staff and community and ultimately the success of the project. We will work to ensure that all communication is aligned with DEI best practices and Oregon City’s mission and approach. When beneficial or necessary, we will work with the City’s communications team on all materials and actions inherent in a comprehensive marketing and communications plan in a manner that is receptive to the needs of the community and adequately informs stakeholders about the project and our desire for their participation and authentic engagement.</p>	<ul style="list-style-type: none"> <li>• Marketing and external communications plan</li> <li>• Guidance on internal and external DEI branding materials</li> <li>• Other items as needed such as: Email templates, employee messaging, website and social media content, etc.</li> </ul>

Task B: Community DEI Task Force	
B.1: Community Engagement	
Summary of Focus	Deliverables
<p>The Triangle Advising Group will establish a process for informing the Oregon City community (residents, students, business owners, workers and other key stakeholders) of the DEI Implementation Project. We will create an informative and interactive presentation that will be used to educate the community about the past, current, and upcoming DEI-related work that City is undertaking. This presentation will be broadly disseminated to the public through the City’s website, listservs, social media outlets, news outlets, and via other avenues such as local schools, community-based organizations, and other public interest groups to promote broad awareness, understanding, buy-in, and engagement.</p>	<ul style="list-style-type: none"> <li>● Community Outreach Plan</li> <li>● Interactive PowerPoint presentation</li> <li>● Materials and other collateral designed to inform the community of new initiatives</li> </ul>
B.2: DEI Task Force Development	
Summary of Focus	Deliverables
<p>Triangle Advising will create and facilitate a survey that includes a nomination process as well as an application process to establish a Community DEI Taskforce. We will ensure that the task force is representative of the broader Oregon City community without minimizing the input of the City’s minority groups with respect to diverse personal identification markers including but not limited to age, race, gender, employment status, marriage status, geographic location, economic status, and political affiliation.</p> <p>Once established, the task force will provide input on their meeting schedule, location, engagement approach, and other key aspects of their participation as a means of uplifting their voice, honoring their perspective, and promoting maximum and authentic engagement.</p>	<ul style="list-style-type: none"> <li>● Nomination survey</li> <li>● Participant application materials</li> <li>● Final list of Community DEI Task Force members</li> <li>● Meeting schedule and agenda template</li> </ul>

B.3: Taskforce Facilitation	
Summary of Focus	Deliverables
<p>Triangle Advising will schedule, design, and facilitate 9 bi-monthly in-person meetings with the Community DEI Task Force. The focus of the Community DEI Task Force will be three-fold:</p> <ol style="list-style-type: none"> <li>1) Provide a safe space for participants to provide insight and input</li> <li>2) Collaborate on key decisions regarding implementation of the City’s DEI Action Plan</li> <li>3) Collaborate with Oregon City leadership and internal DEI committee to ensure timely and effective implementation of the DEI Action Plan</li> </ol>	<ul style="list-style-type: none"> <li>● Statement of mission and objectives</li> <li>● Community DEI Task Force meeting agenda and notes</li> <li>● Meeting documents including agendas, presentations, and related materials</li> <li>● Summary document of discussion topics, key decisions, next steps, and owners.</li> </ul>

Task C: Internal DEI Committee	
C.1: DEI Committee Development	
Summary of Focus	Deliverables
<p>Upon sharing the aforementioned Community Engagement presentation with the Oregon City staff, we will create and facilitate a nomination and application process for all staff members to have an opportunity to be selected to serve on the Internal DEI Committee. The DEI Committee will be representative of all City departments and designed to maximize the presence, voice, and perspective of staff members from historically marginalized backgrounds.</p>	<ul style="list-style-type: none"> <li>● Staff nomination survey</li> <li>● Participant application materials</li> <li>● Final list of DEI Committee members</li> <li>● Meeting schedule and agenda template</li> </ul>

C.2: DEI Committee Facilitation	
Summary of Focus	Deliverables
<p>Triangle Advising will schedule, design, and facilitate regular meetings with the Internal DEI Committee. The focus of the DEI Committee will be to accomplish the following:</p> <ol style="list-style-type: none"> <li>1) Provide a safe space for staff members to provide insight and input regarding the employee experience, current and relevant strengths and gaps, and culture of inclusion</li> <li>2) Engage in DEI training to enhance personal and collective awareness, understanding, and sensitivity to key DEI content</li> <li>3) Identify structural and/or leadership barriers that can negatively impact effective implementation of the DEI Action Plan</li> <li>4) Collaborate on key decisions regarding implementation of the City’s DEI Action Plan with sensitivity to input from the Community DEI Task Force</li> <li>5) Ensure timely implementation of relevant and updated components of the City’s DEI Action Plan</li> </ol>	<ul style="list-style-type: none"> <li>● Internal DEI Committee statement of mission and objectives</li> <li>● Meeting agenda and notes</li> <li>● Meeting documents including agendas, presentations, and related materials</li> <li>● Responsibility matrix</li> <li>● Regular communication with the City Manager and Leadership team</li> </ul>
C.3: Council Support	
Summary of Focus	Deliverables
<p style="text-align: center;">(Optional Item, if desired)</p> <p>Triangle Advising will work with the DEI Taskforce to establish a DEI Council that is made up of task force members who are elected to serve in a leadership role. The DEI Council will act as a leadership body, providing input on the direction, priorities, and key actions of the DEI Taskforce. Triangle Advising will provide customized training, coaching, and support to each member of the DEI Council as a means of developing sustainable capacity.</p>	<ul style="list-style-type: none"> <li>● DEI Council Statement of Purpose</li> <li>● DEI Council meeting agenda and notes</li> <li>● Meeting documents including agendas, presentations, and related materials</li> <li>● Documentation of project progress, decisions made, action steps, and deadlines</li> </ul>

C.4: Progress Monitoring	
Summary of Focus	Deliverables
Triangle Advising will plan, monitor, and track all steps needed to ensure execution of the DEI Action Plan in a manner that is aligned with the City’s financial, operational, and human capacity, as well as other temporary or permanent priorities so that the DEI Action Plan meets its objective of improving how the City of Oregon City operates and meets the needs and uniqueness of its staff and residents.	<ul style="list-style-type: none"> <li>• DEI Action Plan Progress Monitoring Tracking Tool</li> <li>• Summary report of implementation progress with inherent successes and barriers</li> </ul>

Task D: DEI Education	
Sub-Task D.1: DEI Leadership Guide	
Summary of Focus	Deliverables
To ensure that policy changes, budget development, and other key decisions are made with DEI in mind, we will create a customized DEI Leadership Guide which will serve as a tool for leaders to use. The guide will reflect peer-inspired, research-proven, and innovative strategies on DEI best practices in an easy-to-read and digestible fashion for Oregon City leaders to understand and implement. This guide will enable leaders to understand what it means to function with an open-minded lens that drives DEI-driven policy, practice, funding, staffing, and operational decisions.	<ul style="list-style-type: none"> <li>• DEI Leadership Guide</li> </ul>
Sub-Task D.2: Staff Training	
Summary of Focus	Deliverables
<p>We will provide custom design and facilitation of team-specific and organizational-wide training on pertinent DEI topics. We will work with the Internal DEI Committee and the City Manager’s office to determine the highest leverage topics and recipients of each training session. A total of 8 sessions will be delivered in the following manner*:</p> <p>2 different topics delivered to each of the following:</p> <ul style="list-style-type: none"> <li>• DEI Internal Committee</li> <li>• Oregon City Leadership Team</li> <li>• Department Leaders and People Managers</li> </ul> <p>1 session delivered two different times to staff</p>	<ul style="list-style-type: none"> <li>• Training materials including but not limited to agenda, PPT, handouts, videos, and references.</li> <li>• List of training topics and summary to include but not limited to the following: <ul style="list-style-type: none"> <li>➢ Implicit Bias</li> <li>➢ Allyship</li> <li>➢ Community Engagement</li> <li>➢ Systemic Racism</li> <li>➢ Micro-aggressions</li> <li>➢ Cultural Awareness and Inclusion</li> <li>➢ Gender Identity and Sexual Orientation</li> <li>➢ Avoiding Ableism</li> </ul> </li> </ul>



<p>1 session delivered to the Community DEI Task Force</p> <p>*This plan can and will be adjusted based on input from the Oregon City staff and Internal DEI Committee.</p> <p>Because we believe in making ourselves obsolete, we design our sessions in a way that allows our clients to own their learning with shared training materials that promote a sustainable DEI-driven culture throughout the organization for years to come.</p>	<ul style="list-style-type: none"> <li>➤ Neurodiversity</li> <li>➤ Exploring the Benefits of a DEI-Driven Organization</li> <li>➤ Creating a Culture of Awareness and Inclusion</li> <li>➤ Maximizing Diversity and Difference</li> </ul> <p>Each session will have a focus on enhancing individual and collective staff capacity to understand DEI, be aware of their implicit biases, be culturally sensitive, and act with an equity lens.</p>
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Sub-Task D.3: Executive Coaching	
Summary of Focus	Deliverables
<p>Triangle Advising will provide up to 20 hours of inquiry-based coaching to City leaders and staff. Sessions will be individualized and anonymous. We will implement a communication strategy for leaders to be aware of the executive coaching opportunity, and to sign up for hours as needed.</p>	<ul style="list-style-type: none"> <li>● Program summary</li> </ul>

Task E: Talent, HR, and Leadership Support	
E.1: HR and Talent Practices	
Summary of Focus	Deliverables
<p>We will provide scheduled and on-call support to the City’s HR team. We will review and evaluate current talent recruitment, interview, and selection policies and practices and give specific feedback on strengths, weaknesses, and national best practices. We will provide recommendations for changes or implementation of new initiatives to strengthen the City’s approach to talent acquisition and retention.</p>	<ul style="list-style-type: none"> <li>● Summary evaluation of current talent acquisition practices</li> <li>● Recommendations for improvement</li> <li>● Guidance for how to operationalize change in the talent strategy</li> </ul>
E.2: Executive Coaching	
Summary of Focus	Deliverables
<p>We will provide up to 20 hours of inquiry-based coaching to select City leaders and staff. Sessions will be individualized and all content will be anonymous. We will implement a communication strategy for leaders to be aware of the executive coaching opportunity and to sign up for hours as needed.</p>	<ul style="list-style-type: none"> <li>● Program summary</li> </ul>

**STANDARD CONDITIONS TO OREGON CITY  
PERSONAL SERVICES AGREEMENT**

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon sixty (60) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.N o Third-Party Beneficiaries. City and

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

### 6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

### 7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

### 10. Compliance With Applicable Law.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/\$2,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

**STANDARD CONDITIONS TO OREGON CITY  
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14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. 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 listed in the Agreement attached hereto. 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.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party

**STANDARD CONDITIONS TO OREGON CITY  
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and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. 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.