

## SHORT FORM PERSONAL SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this Day day of Month, Year, by and between the City of West Linn, a municipal corporation, hereinafter referred to as the "City," and **Contractor Name**, hereinafter referred to as the "Contractor."

### RECITALS

**WHEREAS**, the City desires to engage the Contractor for the purposes more particularly described in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference; and

**WHEREAS**, Contractor has the training, experience and expertise to perform such work and is willing and qualified to perform such services;

**THEREFORE**, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

- 1. Scope of Services:** Contractor shall perform the services set forth in Exhibit A.
- 2. Effective Date and Duration:** This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or **Month-Day-Year**, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.
- 3. Fee:** As compensation for performing the services in Exhibit A of this Agreement, Contractor shall be paid a not to exceed amount of **Amount of dollars expressed in words** dollars (**\$Amount of dollars expressed numerically**), which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. Payment shall be made upon completion of the work.
- 4. Assignment:** Contractor shall not assign any interest in this Agreement or enter into any subcontract for Services without the prior approval of the City.
- 5. Contract Administration:** **Name & Title** is the Contract Administrator. The Contract Administrator is authorized to oversee Services and approve payment for Services.
- 6. Approvals:** If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given in the same manner as notices as set forth below. Approval will not be withheld unreasonably.
- 7. Notices:** Notices required by this Agreement must be given in writing by personal delivery or mail, unless some other means or method of notice is required by law. Notices must be

given by persons with authority to act on behalf of the Parties. All Notices shall be sent to the following addresses:

**CITY OF WEST LINN**

Name & Title City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-insert # Fax: 503-insert # Email: insert email
---	--

**CONTRACTOR**

Name & Title of Contractor	Business Phone: insert #
Address	Business Fax: insert #
Address	Email: insert email

Each Party will notify the other of any change of address for notices.

- 8. **Indemnification:** Contractor and the officers, employees, and agents of Contractor are not agents of City as those terms are used in ORS 30.265. Contractor shall defend and indemnify City and its officers, employees, and agents from all claims for injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of Contractor or officers, employees, or agents of Contractor.
- 9. **Insurance:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence and \$3,000,000 aggregate.
- 10. **Automobile Insurance:** Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.
- 11. **Professional Liability Insurance:** If applicable, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000
- 12. **Workers' Compensation Coverage:** If Contractor is a "subject employer" as defined in ORS 656.005, Contractor shall comply with ORS 656.017.
- 13. **Compliance With Law:** This Agreement will be interpreted and construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable laws regardless of whether they are set forth verbatim in the Contract Documents including, but

not limited to those contained in ORS 279A and ORS 279B. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

**14. Independent Contractor Status:** By signing this Contract, Contractor certifies that Contractor is an independent contractor under the criteria stated in ORS 670.600.

**15. Default:** A Party will be in default under this Agreement if that Party fails to comply with any provision of this Agreement within ten days after the other Party gives notice specifying the breach. Notwithstanding the foregoing, City may declare a default immediately if Contractor intentionally or repeatedly breaches material provisions of this Contract. If a default occurs, the Party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation will be conducted in Clackamas County Circuit Court.

**16. Termination For Convenience:** City may terminate this Agreement by written notice to Contractor if the City determines that termination is in the best interest of the public. Termination under this section will not affect the rights of the Parties existing at the time of termination. If Contractor is not in default, Contractor will be paid for completed Services, but not for lost profits on Services that are precluded by termination.

**IN WITNESS WHEREOF,** City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

**CONTRACTOR**

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**CITY OF WEST LINN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

SAMPLE

**EXHIBIT A**  
**SCOPE OF WORK**

SAMPLE