

## PERSONAL SERVICES AGREEMENT

<b>Contractor</b>	<b>VanderHouwen &amp; Associates, Inc.</b>
<b>Consideration</b>	<b>Variable – Statement of Work Contingent</b>
<b>Effective Date</b>	August 19, 2025
<b>Completion Date</b>	August 18, 2028
<b>Project/Services</b>	<i>Staffing Services</i>

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and VanderHouwen & Associates, Inc., dba VanderHouwen, an Oregon business corporation (**Contractor**), for Contractor's provision of staffing services to the City.

**WHEREAS**, the City requires performance of certain personal services; and

**WHEREAS**, Contractor desires to perform those certain personal services pursuant to the compensation and conditions set forth herein.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

### A. Contractor's Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in mutually executed Statements of Work that will be appended to this Agreement from time to time (**Work**). The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced above but necessary to fully and effectively perform the Work.
2. Insurance and Indemnity.
  - a. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage if applicable, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and either **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000 or **Personal Automobile Liability** insurance (with a business endorsement or with a policy that does not exclude business operations) with a minimum liability limit of \$300,000.
  - b. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.



- c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

3. Payments.

- a. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- c. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- d. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.





## B. City's Duties

### 1. Compensation.

- a. The City agrees to compensate Contractor for the Work in an amount not to exceed the agreed upon amount in any Statement of Work appended to this Agreement. Contractor agrees the City's payment obligations under this Agreement are a condition subsequent to Contractor's provision to the City of a completed Form W-9.
- b. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work and expenses, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed or expenses actually incurred as of the invoice date.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

## C. Special Conditions

1. Control. The Parties agree the terms and conditions of Contractor's *Master Service Agreement: City of The Dalles (Exhibit A)*, is incorporated with this Agreement and is supplemental and complementary to its provisions; provided, however, in the event of any conflict between the provisions of the express text of this Agreement and its **Exhibit A**, the Parties agree to attempt to harmonize such conflicting provisions but, if they are unable to so harmonize, the Parties unambiguously agree the provisions of the express text of this Agreement control.

## D. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree that either Party may terminate this Agreement with two (2) weeks' written notice without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.



3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

***Continues on next.***





10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:* City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

*To Contractor:* Kristin McIntire  
Account Manager  
VanderHouwen  
6342 S. Macadam Ave.  
Portland, OR 97239

**IN WITNESS WHEREOF**, the Parties duly execute this **PERSONAL SERVICES AGREEMENT** this 19 day of August, 2025.

**CITY OF THE DALLES**



Matthew B. Klebes, City Manager

**CONTRACTOR**



Kristin McIntire, Account Manager

**ATTEST:**



Abigail Jara, Executive Assistant

**Approved as to form:**



Jonathan M. Kara, City Attorney





# VanderHouwen

6342 S. Macadam Ave.

Portland, OR 97239

503.299.6811

[www.vanderhouwen.com](http://www.vanderhouwen.com)

## MASTER SERVICE AGREEMENT: CITY OF THE DALLES

### 1. AGREEMENT

VanderHouwen, located at 6342 S. Macadam Ave, Portland, OR 97239, agrees to provide Professional Contract Services and (Client) City of The Dalles whose address is 313 Court St The Dalles Oregon 97058, agrees to purchase and pay for these Professional Contract Services in accordance with the terms and conditions of this Agreement. This agreement includes all affiliate companies of Client.

### 2. STATEMENT OF WORK

Upon request, Client shall authorize and VanderHouwen shall provide such services reflected in individual Statement of Work signed by authorized representatives of both parties. Rates for services shall be specifically determined for each individual Statement of Work.

### 3. SOLE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between VanderHouwen and Client relating to the subject matter hereof and supersedes all proposals, oral and written, and all other communications between the parties relating to the subject matter of this Agreement. Except as otherwise provided herein, no amendment or modification of the Agreement shall be effective until reduced to writing and executed by the duly authorized representative of both parties.

### 4. TERMINATION

This Agreement will remain in effect until such time either Party provides to the other a written notice of termination not less than two weeks prior to termination. With respect to professional contract services rendered in regard to a specific Statement of Work request by Client to the extent that the duration of service is less than that requested by Client, VanderHouwen shall be given two weeks prior notice of such abbreviated duration. The two-week required notification will not apply in case of unacceptable performance or for cause.

### 5. INVOICING AND PAYMENT

Unless otherwise stated in the Statement of Work, VanderHouwen will invoice Client for services performed on each Statement of Work weekly. The terms of invoices shall be net cash, without discount, payable net 30 days of invoice by Client.

#### Sick Time

Notwithstanding anything in the Agreement to the contrary, paid sick time will be billed back to Client at the Assigned Employee's base hourly rate for all hours taken by any Assigned Employee in any jurisdiction that has passed or will pass paid sick time legislation, including but not limited to Oregon, to the extent such paid sick time was accrued by such Assigned Employee during assignment with Client. Such paid sick time will be billed as a separate line item on each invoice.

#### Paid Holidays

For each holiday listed below, and all additional City of The Dalles-observed holiday closures, VanderHouwen will bill Client the standard hourly rate for 8 hours worked, irrespective of whether contract personnel are actively working on those days. Paid holidays will be billed in addition to any hours worked by the contractors on non-holiday days and will be billed on a separate invoice.

- New Year's Day
- MLK's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day



**6. INSURANCE**

VanderHouwen will maintain in force, at its sole cost and expense, insurance coverage including Workers' Compensation, Employer's Liability, and Comprehensive General Liability.

**7. OWNERSHIP**

Client retains exclusive rights of ownership to all work products produced for Client by VanderHouwen under this Agreement. VanderHouwen will provide Client all reasonable services requested to protect these rights. Nothing in this Agreement shall prohibit VanderHouwen from providing the same or similar Professional Contract Services to its other clients.

**8. CONFIDENTIAL INFORMATION**

Confidential information is defined as all information disclosed to VanderHouwen and its employees assigned to Client which is specifically marked and designated as confidential, including information which relates to Client's past, present and future research, development and business activities, and the results from VanderHouwen or its employees work under this Agreement except such information as is previously known to VanderHouwen or is publicly disclosed either prior to or subsequent to Client's disclosure of such information to VanderHouwen. VanderHouwen will hold all such information in trust and confidence for Client except as may be authorized by Client in writing. VanderHouwen will obtain from each of its assigned employees a statement in writing in support of its confidentiality obligations, copies of which will be furnished to the Client on request. Upon termination or expiration of this Agreement, VanderHouwen will return to Client all written or descriptive matter which contains such confidential information.

**9. LIMITATION OF LIABILITY**

The warranties, obligations and liabilities of VanderHouwen and the rights and remedies of Client specifically set forth in this Agreement are exclusive and Client hereby waives and releases all other warranties, obligations, and liabilities of VanderHouwen. Client agrees that VanderHouwen's total liability for all claims of any kind under this Agreement or otherwise, whether in contract, or tort, including but not limited to strict liability or negligence, or otherwise, shall be limited to general money damages and shall in no event exceed any amount equal to the total amount actually paid by Client hereunder for the specific Statement of Work against which the claim is made. In no event shall VanderHouwen be liable for consequential damages, even if VanderHouwen has been advised of the possibility of such damages.

**10. RELEASE AND INDEMNIFICATION BY CLIENT**

Client hereby releases and agrees to indemnify and hold harmless VanderHouwen from and against any and all claims, liabilities, losses, damages and expenses, whether suffered by Client or third parties arising out of injuries to persons, including death, or damage to property resulting from or pertaining to the services provided hereunder other than that caused by the negligence or willful misconduct of VanderHouwen's employee.

**11. CLIENT RESPONSIBILITY**

As a client of VanderHouwen, you agree that all services provided by a VanderHouwen candidate will be performed under your exclusive and qualified direction, supervision, and control. VanderHouwen will have no responsibility for supervising or directing the work of a candidate. Candidates are not allowed to sign any document on behalf of VanderHouwen. Candidates are not permitted to render any written legal or accounting opinion or any opinion or certification that requires signature, stamp, or seal of a licensed professional. Client acknowledges that VanderHouwen provides staffing services, is not a public accounting firm, and that it has all necessary internal accounting controls in place. Client agrees that if it suspects or discovers any indication of impropriety by candidate, Client will notify VanderHouwen immediately and in any case, no later than ten (10) days from discovery.

**12. ADVANCES TO VANDERHOUDEN'S CONSULTANTS**

VanderHouwen will assess a 15% handling fee for all advances requested and approved by Client for travel or for any other purpose.

**13. NON-SOLICITATION**

Client agrees not to solicit for employment, nor to hire, VanderHouwen's employee during the term of this Agreement or for a period of one year thereafter, without permission, in writing from VanderHouwen, either as an individual or through a third party.

**14. DIRECT HIRE RECRUITING SERVICES**

All efforts are provided on a contingency fee basis and are earned if a candidate is hired or retained in any capacity whether as an employee, consultant, or independent contractor by your Company or its affiliates as a result of our efforts. The fee applies to any candidate referred by us for a specified position or an alternate position offered and employed by the client company or affiliated company within a 365-day period from date of referral.

Our fees are based on a percentage of the annual starting salary as follows:

Fee = 20% of starting annual salary.

**ALL FEES ARE EXCLUSIVELY PAID BY THE EMPLOYER.**

**Terms:** Net due upon presentation of invoice.

**Warranty:** Should the employee leave or be terminated for any reason within ninety (90) calendar days from the date of hire, we will replace with an employee for the same position, at the same salary, and with no additional fee, provided we are notified in writing of the separation within five (5) days of the separation. These replacement guarantees apply only if the full fee is paid within ten (10) days of the start date of the candidate and VanderHouwen is notified of the situation within the ninety (90) days. This guarantee only applies to the one (1) replacement per filled position. Only valid for 3 months after termination. No refunds or credits will be issued by Vanderhouwen.

All candidates are referred solely on the basis of qualifications without regard to race, color, creed, sex, national origin, age, marital status, or physical handicap.

#### 15. CONVERSION FEE

If Client desires to convert a VanderHouwen employee to its own employment during the first 520 billable hours of their assignment with Client, VanderHouwen will charge, and Client will owe a "Conversion Fee." This fee will be based on the annual starting salary of the employee hired, reduced by the length of the VanderHouwen consultant's assignment with the Client. The standard fee will be 20% of the individual's first year's annual salary. The fee will be reduced by 6.67% per 170 hours worked and will result in a no-fee conversion after a minimum of 520 hours worked.

##### Conversion Schedule

<170hrs	20% Fee
170-340hrs	13.33% Fee
341 - 520hrs	6.66% Fee
> 520hrs	Free

#### 16. ASSIGNMENT

Neither this Agreement nor any rights or obligations under this Agreement shall be assigned or otherwise transferred by Client or Consultant without prior written consent of other party.

#### 17. PUBLICITY

Neither party shall use the name of the other in publicity releases or advertising or similar activities without securing the prior written approval of the other.

#### 18. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Oregon. In the event of suit to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

#### VANDERHOEWEN

Signature: Kristin McIntire

Printed Name: Kristin McIntire

Title: Account Manager

Date: 8/19/25

#### CITY OF THE DALLES

Signature: [Signature]

Printed Name: Matthew Klebs

Title: City Manager

Date: 8/20/25