

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the **City of St. Helens** (“City”), an Oregon municipal corporation, Amy Lindgren Law LLC, and **Amy Lindgren** (hereinafter individually and collectively referred to as “Judge” or “Lindgren”).

RECITALS

- A. The City is in need of judicial services, and Lindgren is qualified and prepared to provide such services. Lindgren is licensed to practice law in the State of Oregon and serves as an attorney, member of the Oregon State Bar and engages in the practice of law as a member of Amy Lindgren Law LLC, an Oregon limited liability corporation.
- B. The purpose of this Agreement is to establish the services to be provided by Lindgren and the compensation and terms for such services.

FIRST AMENDED PERSONAL SERVICES AGREEMENT

1. ENGAGEMENT

The City hereby engages Lindgren to provide services related to **Municipal Court Judge** (“Services”), and Lindgren accepts such engagement. The judicial services compensable under this Agreement, and the discretion and judgments inherent to these services, are personal and not delegable, and shall be performed exclusively by **Amy Lindgren**.

2. SCOPE OF WORK

The duties and responsibilities of Lindgren are described in Attachment A, attached hereto and incorporated herein by reference. The Scope of Work and the Expectations of Work are responsibilities of Lindgren. The Program Objectives are the responsibility of the judicial department as a whole, with Lindgren being responsible to communicate, cooperate and coordinate with the rest of Court staff to ensure that the Program Objectives of the Municipal Court are met to the maximum extent possible.

3. TERM

The term of this Agreement is indefinite and without expiration date. This Agreement shall commence once executed by both parties for an initial period of one (1) year ending **July 31, 2022**. The term of this Agreement shall automatically be extended by one (1) year each February 1st, unless written notice of termination is given during January of that year (so that on February 1st the term shall be extended through July 31st of the following calendar year). “Expiration Date” refers to July 31st in any relevant year. Provided however that nothing in this Agreement shall diminish the discretionary rights of the Mayor and City Council to end Lindgren’s employment and appointment as Municipal Court Judge in accordance with the Charter of the City of St. Helens.

4. COMPENSATION

Lindgren will provide such judicial services as the Municipal Court Judge and, as such shall exercise control over all judicial functions and direct the work of the staff of the Municipal Court. Lindgren and the City recognize the importance of judicial independence. Therefore, Lindgren shall not be deemed an employee of the City who is subject to influence or control of other City officials in the exercise of judicial authority and responsibilities, and Lindgren’s compensation shall be limited to the remuneration and compensation described in this Agreement. Lindgren waives and disclaims any compensation and

benefits generally provided to employees of St. Helens which are not described in this Agreement, including and not limited to reimbursement for mileage or other expenses not pre-approved by the City Administrator and reasonably incurred on the City's behalf.

- 4.1 Lindgren will be paid through the first anniversary of her judicial service \$5,000 per month for 32 hours of services performed. Additional hourly billing for jury trials and administrative tasks outside of the usual court dates will be billed at \$155 per hour. During the term of this Agreement Lindgren will submit a monthly invoice for services performed. City will make payment within thirty (30) days of the date an invoice is received from Lindgren. From and after each anniversary of Lindgren's appointment the hourly compensation rate shall be an amount determined by the City based on merit and other appropriate factors, which amount shall reflect an increase not less than the twelve month annual change in the All US CPI-W for the prior calendar year.
- 4.2 Lindgren will be entitled to reimbursement of costs incurred associated with membership in the Oregon Municipal Judge Association (OMJA) and continuing legal education for judges including but not limited to the spring and fall conferences of OMJA if attendance is approved by the City Administrator in advance. Lindgren will request authorization for such reimbursement from the City Finance Director, in writing, before the event and provide documentation of expenses related to such reimbursement after the event. Lindgren will submit estimates and participate in the City's budget planning process by submitting Court budget estimates and recommendations to the Finance Director and City Administrator.
- 4.3 If CLE or conference events fall on a judicial day or days, or if such event requires travel on a judicial day or days, Lindgren shall have discretion to modify the court docket, designate a pro-tem to sit, or make such other arrangements as Lindgren determines appropriate, and shall be excused from presiding over the court on that day or days.
- 4.4 City shall authorize one or more pro-tem judges designated by Lindgren in the event of Lindgren's conflict of interest, schedule conflicts, vacation, illness, or Lindgren's unavailability for C-COM calls or other good cause. City shall pay the pro-tem judge the same hourly rate as Lindgren for services provided unless otherwise agreed by the pro-tem designee and the City.
- 4.4 Any business and licenses required for Lindgren's services in the City of St. Helens pursuant to this Agreement will be paid by the City, including but not limited to Lindgren's annual Oregon State Bar dues and OSB PLF expenses if the parties determine that PLF coverage applies to claims made arising from the scope of work. This Agreement shall not be deemed to prevent Lindgren from engaging in the practice of law or providing services to other units of government provided that such services or representation is not in conflict with the City's interests and Lindgren's independent service as St. Helens Municipal Court Judge.

5. PAYMENT

- 5.1 The City agrees to pay Lindgren for and in consideration of the faithful performance of the Services, and Lindgren agrees to accept from the City as and for compensation for the faithful performance of the Services.

- 5.2 Lindgren shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval of the City Finance Director, the City will pay the billing in the next available AP process. The City shall notify Lindgren of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- 5.3 The City may suspend or withhold payments if Lindgren fails to comply with requirements of this Agreement.
- 5.4 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. DOCUMENT OWNERSHIP

Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Lindgren for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. NOTICES

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY:	Finance Director City of St. Helens 265 Strand Street St. Helens OR 97051	LINDGREN:	Amy Lindgren PMB 174 6663 SW Beaverton Hillsdale Hwy Portland, OR 97225 503-806-1436
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8. STANDARD OF CARE

Lindgren shall comply with applicable standards of professional care in the performance of the Services. Lindgren shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. INSURANCE

- 10.1 At all times during the term of this Agreement, Lindgren shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

- 10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Lindgren agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Lindgren agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement, or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Lindgren's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for the same from moneys due Lindgren hereunder.
- 10.4 At all times during the term of this Agreement, Lindgren shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts.
- 10.5 The insurance provided by Lindgren shall be primary to any coverage available to the City. The insurance policies (other than worker's compensation) shall include provisions for waiver or subrogation. Lindgren shall be responsible for any deductible amounts outlined in such policies.
- 10.6 Provider is currently exempt from the requirement to obtain Professional Liability Fund Insurance through the Oregon State Bar as an attorney solely doing work for a government agency. If Lindgren's status changes and Lindgren is no longer exempt, Lindgren shall obtain, at Lindgren's own expense, Professional Liability Fund insurance of not less than \$300,000 per claim.

11. INDEMNIFICATION

- 11.1 The City shall defend, hold harmless and indemnify Lindgren to the full extent provided by Oregon Revised Statutes related to any claim in tort, professional liability or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Lindgren's duties as Municipal Court Judge or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities as head of the Municipal Court Department or as Judge, unless the act or omission involved malfeasance in office or willful or wanton neglect of duty. Lindgren may request and the City shall not unreasonably refuse to provide defense and indemnification, and independent legal representation of Lindgren's choosing of which the City may not unreasonably withhold approval. Such legal representation, provided by City or its insurer for Lindgren, shall extend until a final determination of the legal action including any appeals brought by either party.

The City shall indemnify Lindgren against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Lindgren in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Lindgren's duties.

- 11.2 Lindgren recognizes that the City shall have the right to compromise and settle unilaterally on terms which do not prejudice Lindgren; however, if Lindgren in her

personal capacity is a party to the suit then Lindgren shall have a veto authority over any settlement. Further, the City shall pay all reasonable litigation expenses of Lindgren throughout the pendency of any litigation to which the Lindgren is a party, witness or advisor to the City. Such expense payments shall continue beyond Lindgren's service to the City as long as litigation is pending. The City agrees to pay Lindgren reasonable consulting fees and travel expenses when Lindgren serves as a witness, advisor or consultant to the City regarding pending litigation to which the City is a party.

- 11.3 Lindgren shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims, actions, costs, judgments damages, and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), arising out of or incident to malfeasance, willful and wanton neglect of duty, or knowing and intentional violation of law. Lindgren shall not be responsible for any claims, actions, costs, judgments, damages, or other expenses caused by the actions of the City or City staff. The purpose of this section is to allocate risk for claims between City and Lindgren consistent with public policy as defined by the Oregon Tort Claims Act. Nothing in this Agreement is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. NO-CAUSE TERMINATION

As a Charter officer of the City, Lindgren serves at the pleasure of the City Council. Therefore, this Agreement may be terminated effective by either party for any reason. Upon ninety (90) days' written notice of the party's intent to terminate. In the event this Agreement is terminated, Lindgren shall receive compensation only for Services actually performed up to the last day of work performed as Judge. In the event this Agreement is terminated by the City with less than ninety (90) days written notice, Lindgren shall be compensated through the end of the notice period at a rate equivalent to the average monthly compensation paid by the City during the prior twelve (12) calendar months.

13. NO THIRD-PARTY RIGHTS

This Agreement shall not create any rights in, or inure to the benefit of, any party other than the City and Lindgren.

14. MODIFICATION

Any modification of the provisions of this Agreement shall be set forth in writing, signed by the parties, and effective from the date specified in the amending document.

15. WAIVER

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

16. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. COMPLIANCE WITH LAW

- 17.1 Lindgren shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

- 17.2 The parties contemplate that Lindgren will not employ others to perform services under this Agreement because she is provided support performed by City Court staff. Lindgren shall not do so without the City's written agreement and appropriate amendment to this Agreement.
- 17.4 Lindgren shall not discriminate against any City employee or applicant for City employment because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran or veteran status, or any other protected status or activity in violation of state or federal law. Lindgren will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- 17.5 In non-judicial decisions and actions related to the management and administration of the Municipal Court and the Municipal Court Department, Lindgren will act in appropriate collaboration with and with due deference to the City Administrator and his designees as the City's chief executive, administrative and financial officers.
- 17.6 Lindgren shall comply with all requirements associated with access to and confidentiality of law enforcement data system records and categories of records protected by law which come before the Court. Lindgren shall appropriately direct Court staff with respect to such matters which come to her attention.
- 17.7 Lindgren shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the scope of work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of Lindgren's judicial performance. Lindgren is responsible for determining the appropriate means and manner of performing the work of Judge and the manner of Court staff work under her direction and for which she is judicially responsible. Lindgren represents and warrants that Lindgren (i) is not an employee of the City, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600.
- 17.8 Lindgren shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Lindgren under this Agreement and, unless Lindgren is subject to backup withholding, City *will not* withhold from such compensation or payments any amounts(s) to cover Lindgren's federal or state tax obligations. Lindgren is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Lindgren under this Agreement, except as a self-employed individual.

18. CONFIDENTIALITY

Lindgren shall maintain the confidentiality, both external and internal, of that confidential information which Lindgren receives in her capacity as Judge, to the extent appropriate. This Agreement shall not be interpreted or applied to affect the proper and public sessions of the Court or proper access to judicial proceedings and Court records not under seal.

19. PUBLICITY

Lindgren shall not use any data, pictures, or other representations of the City in Lindgren's external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. ASSIGNMENT

This Agreement shall not be assigned by Lindgren without the express written consent of the City. Lindgren shall not assign Lindgren's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City. Appointment of a pro-tem judge is not an "assignment" within the meaning of this Agreement.

21. DEFAULT; TERMINATION FOR DEFAULT; MEDIATION AND ARBITRATION OF DISPUTES

- 21.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as possible.
- 21.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Lindgren if Lindgren intentionally or repeatedly breaches material provisions of this Agreement or if Lindgren's breach of contract creates unreasonable risk of injury to any person or damage to property.
- 21.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator and to arbitration. The parties shall exercise good-faith efforts to select a mediator whose compensation shall be shared equally by both parties. Mediation shall be conducted within sixty (60) miles of St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party.
- 21.4 The parties agree that any and all disputes regarding the interpretation or implementation of this Agreement shall be resolved under the Employment Dispute Resolution Rules of the American Arbitration Association; provided, however, that arbitration shall be conducted before a panel of three arbitrators; one shall be selected by each party and the third shall be selected by the other two. The parties intend that the arbitration panel shall reflect expertise in employment, municipal and judicial areas of law and administration. Any arbitration shall be held in Portland, Oregon. In any arbitration to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred. The parties further agree that arbitration under this paragraph may be enforced by a court of competent jurisdiction.
- 21.5 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon Law through mediation and arbitration.

21.6 Neither City nor Lindgren shall be held responsible for delay or default caused by fire, riot, acts of God, war or other causes which was beyond, respectively, City's or Lindgren's reasonable control. Lindgren shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of obligations under this Agreement.

21.7 Lindgren and City agree that time is of the essence in completing the obligations of the parties under this Agreement.

22. ATTORNEY FEES

If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

23. INSPECTION AND AUDIT BY THE CITY

23.1 Lindgren shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles, and federal circulars (as applicable). Lindgren shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Lindgren's performance hereunder; provided however that Lindgren shall not be required to duplicate or maintain any records created and maintained by the Municipal Court. Lindgren acknowledges and agrees that City and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Lindgren that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. Lindgren further acknowledges records generated as a result of this Agreement may be subject to disclosure pursuant to the Oregon Public Records Act. The City's right to inspect and audit Lindgren's financial records pertaining to this Agreement shall extend to the term of this Agreement and within two (2) years following the termination of this Agreement.

23.2 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. ENTIRE AGREEMENT

This Agreement sets forth and establishes the entire understanding between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement or replace it by substitution according to the terms of the Amended Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein and constitutes the **FIRST AMENDED PERSONAL SERVICES AGREEMENT** of the parties which is intended to replace and supersede all prior versions and to be effective from and after the effective date of Lindgren's initial appointment as Judge.

25. SEVERENCE

If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be constructed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agents, and Lindgren has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

AMY LINDGREN

By: _____

Name: _____

Name: _____

Its: _____

Date: _____

Date: _____

Attested:

By: _____

CITY RECORDER

ATTACHMENT A

DUTIES AND RESPONSIBILITIES

SCOPE OF WORK

For the term of this contract and any subsequent extensions, Lindgren will provide judicial services to the City of St. Helens consisting of the following:

- Preside in court at all times court is scheduled unless excused by prior written or oral permission from the City Administrator or designee (hereinafter "City Administrator") for that particular court day.
- Make her best efforts to be available by telephone to "C-Com" within 10 minutes of their placing the call to answer questions relating to release status and order pertaining to release for individuals who are subject to arrest either because an arrest warrant is outstanding or under circumstances leading a reasonable person to believe that a contempt of court charge or a probation violation charge may be initiated by the court.
- Be generally available, subject to reasonable notice, for meeting with the City Administrator, City Finance Director, the Mayor and/or Council pertaining to the conduct of the Court's business, budget, performance evaluations, etc., as required by the City Administrator and/or City Finance Director.
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator, the Mayor and/or the City Council, as requested.
- Such other judicial functions as may be necessary or advisable under the circumstances.
- Lindgren shall not supervise or direct any City employee but may ask for assistance in the furtherance of the business of court.

EXPECTATIONS OF WORK

For the term of this contract and any subsequent extensions, Lindgren will work within the following expectations of her judicial services to the City of St. Helens consisting of the following:

- Work with the City Administer, Court staff, and Prosecutor to plan Court Days accordingly and ahead of schedule as much as possible encompassing an emphasis to use days as effectively and efficiently as possible.
- Work with Court Staff, Prosecutor, and Finance Director to review all Court processes and potential ideas to become more efficient and cost effective. Remain open to trying new ideas and processes with a scheduled trial period and review time during Court Staff department meetings.
- Establish and quarterly review performance measures that will include:
 1. Clearance Rates
 2. Collection of Monetary Penalties
 3. Cost Per Case

PROGRAM OBJECTIVES

- To provide fair, timely, and speedy resolution of cases involving violations, infractions, and crimes in a manner which is efficient both for the City and for the residents/citizens.
- To ensure strict compliance with judicial orders, including the payment of court-ordered fines and fees and the completion of court-ordered time obligations such as jail time, special counseling, classes, or community service.
- To ensure timely processing of all funds received, as well as the reconciliation of these accounts and forwarding of mandatory payments to the appropriate parties (including the Oregon Department of Revenue, Columbia County, City of St. Helens General Fund, and victims for whom restitution has been ordered).
- To identify and provide statistical analysis information for planning, goal setting, strategic decision-making program analysis, and resource allocation.
- Continue to review Court procedures and modify as needed to increase efficiency remaining within budget guidelines approved by Council. Continue to monitor and re-examine staff stations and other uses of current technology to increase efficiency in responding to daily duties and demands, and to increase responsiveness to the public.
- Provide an accessible, efficient and impartial forum for all participants in cases involving municipal violations and misdemeanors.
- Promote public trust in both the justice system and local government by exemplifying hard work and playing nice.
- Represent the Municipal Court and City of St. Helens in a professional manner when interacting with co-workers and the general public.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

Lindgren shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Lindgren. The policy or policies of insurance maintained by Lindgren shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here NOT APPLICABLE. State the reason it is not applicable: <u>Lindgren does not have employees</u>		NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	NO

Lindgren's insurance required by this Agreement must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation. Workers' compensation insurance must be evidenced by a certificate from the insurer if required for Lindgren by law. The certificate need not name the City as an additional insured but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City if such insurance is required by law.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Lindgren agrees to deposit with the City, at the time the executed Agreement is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Work. The procuring of such required insurance shall not be construed to limit Lindgren's liability hereunder. Lindgren shall be obligated for the total amount of any damage, injury or loss caused by malfeasance or willful and wanton neglect connected to performance of work under this Agreement.