

# City of St. Helens

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Oregon Patrol Service** (“Contractor”).

### RECITALS

- A.** The City is in need of personal services for bailiff services, and Contractor represents that it is qualified and prepared to provide such services.
- B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

- 1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to bailiff services and Contractor accepts such engagement. The principal contact for Contractor shall be **Laurie Sutherby**, phone **(503) 387-3776**.
- 2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
- 3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **December 31, 2027**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
- 4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.
- 5. Payment.**
- 5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and

expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor 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 Contractor fails to comply with any requirement of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** 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.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**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:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens OR 97051

**CONTRACTOR:** Oregon Patrol Service  
Attn: Laurie Sutherby  
4120 SE International Way  
Milwaukie, OR 97222

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Insurance.**

**9.1** At all times during the term of this Agreement, Contractor 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.

**9.2** 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. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

**9.3** Contractor 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 Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** At all times during the term of this Agreement, Contractor 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 coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include

provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## **10. Termination.**

**10.1 Termination for Cause.** City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## **10.2 Breach of Agreement**

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be

entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3** Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1** Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

**14.2** Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional

responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

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

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which

the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**16.8** No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.8.1** Either:

**16.8.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.8.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.8.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.8.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.9** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.10** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.11** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.12** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.13** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor 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, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**16.14** The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

**16.15** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.16** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.17** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.18** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.19** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.20** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.21** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.22** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

**17. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.



**18. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**19. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**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, expert fees and costs incurred therein at arbitration, trial and on appeal.

**23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

**23.4** 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. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**25. Entire 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.

**26. Severance.** 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 construed 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 agent, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CONTRACTOR:**

**OREGON PATROL SERVICE**

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

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

City Attorney

**ATTACHMENT A**  
**Scope of Work including Terms of Compensation**

See attached.

## *Agreement for Security Services*

*Prepared for:*

**John Walsh**  
Asst. City Administrator

*On behalf of*

**City of St. Helens**



**265 Stand Street**  
**St. Helens, OR 97051**

***Respectfully Submitted by:***

Laurie Sutherby  
CEO, Director of Business Operations



**Oregon Patrol Service**  
County Patrol Service OR, LLC.

12/1/2025



## AGREEMENT FOR SECURITY SERVICES

This Agreement for *Professional Security Services* (the "Agreement"), entered January 1, 2026 is by and between County Patrol Service Oregon, LLC, dba **OREGON PATROL SERVICE**, a domestic limited liability company, licensed by the Secretary of State of Oregon, Corporation Division, as a **Security Guards & Patrol Services Provider**, with its principal office at 4120 SE International Way, Ste. A-110, Milwaukie, OR 97222 (hereinafter "OREGON PATROL SERVICE," "Contractor" or "OPS"), and **City of St. Helens, Oregon** (hereinafter "Client" ) - located at 265 Strand St., St. Helens, OR 97051.

### 1 SERVICES

**1.a General Services to Client:** OREGON PATROL SERVICE shall provide the following service to the Client:

**The protection of life and property of the Client within the established area(s) specified as the City of St. Helens Municipal Court, as specified by and at the direction of St. Helens Chief of Police Brian Greenway and Judge Amy Lindgren.**

**1.b Overview of services provided is as follows:**

- Provide Armed Bailiff/Court Security Services to the Municipal & Traffic court for deterrence of crimes against the Client.
- Protect Municipal Court judiciary, court staff, and citizens, as applicable.
- Maintain courtroom order, efficiency, and propriety.
- Place into custody, those individuals designated by the Municipal Court Judge.
- Contact and/or liaise with St. Helens Police Department, as necessary and appropriate.
- Additional responsibilities, integral to the court process, as determined by Municipal Court staff.

***Nothing shall be construed to suggest that OREGON PATROL SERVICE, its employees, agents, or security patrol officers are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.***

### 2 PAYMENT, SERVICE COST & INVOICING:

#### **2.1 PAYMENT OF SERVICE: Municipal Court**

A. OREGON PATROL SERVICE will invoice the Client monthly, as agreed by the Client and OREGON PATROL SERVICE.

B. OREGON PATROL SERVICE will be paid as follows: The Client shall, upon receiving an invoice, make payments in the agreed amount and manner by check, payable to OREGON PATROL SERVICE. Such payment shall be made monthly, unless otherwise specified.

C. Service Retainer: No Service Retainer is required for extension of Service Agreement.

#### **2.2 RATES & CALCULATION OF CHARGES:**

Hourly charges shall apply to each court session, as specified below at a minimum of 8 hrs/session. If the court session exceeds the scheduled service length, additional time for the session will be calculated at regular hourly rate. No overtime charges apply, and overtime, if applicable is the responsibility of OREGON PATROL SERVICE.

Training will take place to set in place a consistent team for the city or to replace officers within the team. All training costs for training officers will be billed at the regular hourly rate.

**2026-2027 Costs**

**Service – January 1, 2026 – December 31, 2027**

Municipal Court- Full day (0900-1700 approx.) Every Thursday

*\*Rates are calculated for one (1) Court Services Officer per session.*

2026 - \$46.00/hr

2027 - \$48.00/hr

- 2.3 INVOICING & LATE PAYMENT POLICY** Client will be invoiced monthly on or before the first of the month with payment due by the 25<sup>th</sup> day of the month for the **prior service month shown on the invoice**. If Client account has an unpaid invoice and no effort to remedy has been made, the client will be notified, and OREGON PATROL SERVICE may opt to suspend or discontinue service. Non-payment of any invoice does not release the Client from any amount due at the time of termination. Payments received between the 25<sup>th</sup> and the last calendar day of the month are considered in a “grace period” and on time. **Payments received after the first of the month are considered late and are subject to a late payment. Late payments may result in service interruption.**

**3**

**TERMS AND CONDITIONS**

- 3.1 COMMENCEMENT OF SERVICE** - The term of this Contract is twenty-four (24) months, commencing on January 1, 2026, and, unless earlier terminated as hereinafter provided, shall renew and/or extended for an additional 2 years, effective January 1, 2028. This contract period guarantees the rate and scope of service commitments through the duration of this contract for the Client. An Addendum will be submitted on the anniversary date providing annual rate increase and noting service year for extended contract period beyond 2027. Any service changes will initiate an updated Service Agreement with specific adjustments that differ from this current Agreement and new terms, if necessary.

- 3.2 TERMINATION OF SERVICE** - The term of this Contract may be ended early, as follows:

- (a) By either party, at any time, upon thirty (30) day's prior written notice, if for cause, where “for cause” shall mean any reason that the terminating party considers valid in its sole and absolute discretion, provided that the terminating party is not acting in bad faith. However, notwithstanding the foregoing, if OPS elects to terminate this Contract under this provision as a result of Client's failure to pay sums due OPS hereunder, OPS shall have the right to reinstate this Contract by curing such default within three (3) business days of its receipt of Client's payment.
- (b) By Client upon thirty (30) day's prior written notice, if as a result of the sale or any other transfer of the Property.
- (c) By either party upon thirty (30) days' prior written notice, for any reason or no reason. Upon any such termination as aforesaid, all unaccrued rights, duties and obligations of the parties hereto shall terminate as of the termination date specified in the notice, and Contractor shall remove any and all of its equipment from the Property and shall thereafter have no right to enter upon the Property without the prior written permission of Client. Contractor will be paid for its services up to the date of termination.

**4**

**CHANGES**

Client may request changes/modifications to duties, within the general scope of Security Services, so long as such requests ("Change Order") are in writing. Some changes may be considered “additional work” (i.e. patrol frequency) and outside the agreed upon initial scope of work agreed to herein and if accepted, may result in additional costs to the Client. Client acknowledges that such changes could affect the monthly cost of service to a new rate determined at the time of the change request for the period such change is requested.

**5**

**STANDARD OF CARE**

OREGON PATROL SERVICE warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both certified by the Department of Public Safety Standards & Training, State of Oregon.

**MISCELLANEOUS**

- 6.1** Independent Contractor: OREGON PATROL SERVICE is an independent contractor/vendor of Client.
- 6.2** Force Majeure: OREGON PATROL SERVICE shall not be responsible for delays or failures if such delay arises out of causes reasonably beyond its control. Such causes may include, but are not restricted to, acts of God, public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer and/or communications failures, third party public telecommunications hardware, severe weather, and acts or omissions of subcontractors or third parties.
- 6.3** Subcontractors. Nothing in this Contract shall create any contractual relationship between OPS and any subcontractor. Except as specifically authorized herein, the Services to be provided under this Contract shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of Client.
- 6.4** Indemnification: **OREGON PATROL SERVICE** must indemnify, hold harmless, and defend the Client, and its authorized agents (collectively, "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, including professional fees and attorneys' fees, that are incurred by an Indemnified Party arising out of or relating to any claim alleging; any bodily injury, death, or damage to real or tangible personal property caused by the negligent (or more culpable) acts or omissions of OREGON PATROL SERVICE or its personnel. **Client** must indemnify, hold harmless, and defend OREGON PATROL SERVICE, its managers, directors, owners, agents, and private security officers against loss or damages resulting from enforcement and/or execution of Client requested, guided, or implied direction and in executing security services consistent with accepted industry standards, while performing duties on behalf of the Client.
- 6.5** Insurance: Insurance shall be maintained by Oregon Patrol Service with the following limits:
- A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the Client as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
- B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for Client services or use otherwise related to this Agreement.
- C. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance.
- For Worker's Compensation, Contractor shall provide a Certificate of Insurance showing Worker's Compensation Insurance with statutory limits of coverage.
- Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by Client shall be excess.
- 6.6** Confidential Information Contractor acknowledges that it and its employees, officers, directors or agents (collectively, "Contractor Staff") may, in the course of performing the Services under this Contract, be exposed to or acquire information that is confidential to Client or Client's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Contract shall be considered for the purposes of this Contract the confidential information of Client ("Confidential Information"). Contractor shall and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by Client to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession



without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Client without the obligation of confidentiality, (v) is disclosed with the written consent of Client, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

7

#### **PERFORMANCE SPECIFICATIONS**

Contractor must comply with the following requirements for all of Contractor's personnel delivering Services ("Security Officers"):

- 7.1 Contractor must ensure that its staff meets or exceeds the standard of employment, physical qualifications, physical agility tests, national agency background checks, training, and certification requirements as specified in this statement of work.
- 7.2 Security Officers must be licensed and certified by the State of Oregon's Department of Public Safety, Standards and Training (DPSST) for Unarmed and/or Armed security duties.
- 7.3 Security Officers must meet the following minimum requirements:
  - A. Be in good physical condition and able to defend against personal attack or assist others in same situation. Security Officers must be able to handle themselves if an altercation occurs during the Patrol.
  - B. Possess personal qualities of good conduct and character, integrity, dependability, and good mental and physical fitness.
  - C. Not have been convicted of domestic violence and not have a felony conviction, Class A misdemeanor conviction or conviction of any crime involving dishonesty, as verified by the state certification process
  - D. Not be subject to a requirement to register or be registered as a sex offender.
  - E. Possess a valid driver's license or State ID coinciding with scope of service provided for Client.
  - F. Be able to work outside in inclement weather.
  - G. Not report for duty while under the influence of alcohol or legal/illegal drugs that would impair their ability to perform their job. Not consume alcohol or legal/illegal drugs that would impair their ability to perform their job.
  - H. Present a neat professional appearance with a courteous attitude.
- 7.4 Rules of Force: Security Officers must use DPSST guidelines for rules of force, utilizing the minimum degree of force necessary to handle situations that may require force.
- 7.5 Security Guard Uniforms
  - A. Security Officers must wear clean, appropriate uniforms. The primary purpose of the uniform is for identification, neatness and to project a professional and identifiable image. The uniforms must include but are not limited to: trousers, shirt, jacket and headgear i.e. baseball cap, patrol, inclement weather stocking cap or hat with company logo.
  - B. The uniform must include a badge, a patch displaying the name of the Contractor, and a name tag for the individual personnel which must be displayed prominently on the outer garment at all times.
  - C. Contractor shall provide all uniform clothing for use, as appropriate for each Site, during all types of inclement weather, such as rain, sleet, snow, and extreme heat or cold, meeting the requirements stated above.

**IN WITNESS WHEREOF**, the parties below have executed this Agreement, consisting of four pages as of the day and year below:

**City of St. Helens, Oregon**

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

**John Walsh**

Asst. City Administrator  
December 1, 2025

**OREGONPATROLSERVICE**

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

**Laurie M. Sutherby**

CEO & Director of Business Operations  
December 1, 2025



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## ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors 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 Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	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			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	NO

Contractor's general liability and automobile liability insurance 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. 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.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract 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 Agreement 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 Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.