

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 **Steve Todd** (“Pro Tem Judge” or “Todd”).

RECITALS

A. The City is in need of personal services for **pro tem judicial services**, and Todd is qualified and prepared to provide such services. Todd is licensed to practice law in the State of Oregon.

B. The purpose of this Agreement is to establish the services to be provided by Todd and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Todd to provide services (“Services”) related to pro tem judicial services, and Todd 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 Todd.

2. Scope of Work. The duties and responsibilities of Todd, 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 herein, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2026. 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. Provided however that nothing in this Agreement shall diminish the discretionary rights of the Mayor and City Council to end Todd’s appointment as Pro Tem Judge in accordance with the Charter and Municipal Code of the City of St. Helens.

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 Todd for and in consideration of the faithful performance of the Services, and Todd agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C.

5.2 Todd 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 Todd 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 Todd fails to comply with any requirement of this Agreement.

5.4 Todd is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Todd 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. 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 Todd 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: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

PRO TEM JUDGE: Steve Todd
13678 NW Trevino Street
Portland, OR 97229
503-866-1758
judgetodd@oregontrafficjudge.com

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. Todd shall comply with the applicable rules of the Government Standards and Practices Commission and applicable rules in the Oregon Code of

Judicial Conduct (the “Standards”). Todd shall prepare materials and deliverables in accordance with the Standards.

9. Insurance.

9.1 At all times during the term of this Agreement, Todd 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. Todd agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

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

9.4 At all times during the term of this Agreement, Todd 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 Todd shall be primary to any coverage available to the City. The insurance policies (other than workers’ compensation) shall include provisions for waiver of subrogation. Todd shall be responsible for any deductible amounts outlined in such policies.

9.6 Todd 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 Todd’s status changes and Todd is no longer exempt, Todd shall obtain, at Todd’s own expense, Professional Liability Fund insurance of not less than \$300,000 per claim.

10. Termination for Convenience. As a Charter officer of the City, Todd 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, Todd 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, Todd 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. .

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 Todd.

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.

13.1 Indemnification. Todd 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 Todd's negligent acts, omissions, errors, or willful or reckless misconduct or failure to perform responsibilities as set forth herein. Todd shall not be responsible for any claims, actions, costs, judgments, damages, or other expenses caused by the actions of the City or City staff. Nothing in this Agreement is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

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

15. Compliance with Law.

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

15.2 The parties contemplate that Todd will not employ others to perform services under this Agreement because he is provided support performed by City Court staff. Todd shall not do so without the City's written agreement and appropriate amendment to this Agreement.

15.3 Todd 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 or any other protected status or activity in violation of state or federal laws. Todd will administer the Court in compliance with City policy and applicable union collective bargaining agreements.

15.4 Todd 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. Todd shall appropriately direct Court staff with respect to such matters which come to Todd's attention.

15.5 In non-judicial decisions and actions related to the management and administration of the Municipal Court and the Municipal Court Department, Todd 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.

15.6 Todd 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 Todd's judicial performance. Todd is responsible for determining the appropriate means and manner of performing the work of Judge and the manner of Court staff work under his direction and for which he is judicially responsible. Todd represents and warrants that Todd (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.

15.7 Todd shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Todd under this Agreement. Todd is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Todd under this Agreement, except as a self-employed individual.

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

16. Confidentiality. Todd shall maintain the confidentiality, both external and internal, of that confidential information which Todd receives in his 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.

17. Publicity. Todd 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.

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

19. Default; Termination for Default; Mediation/Dispute Resolution

19.1 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.

19.2 Notwithstanding Subsection 18.1, the City may declare a default immediately by written notice to Todd if Todd ceases to be qualified for office, e.g., is no longer an active member of the Oregon State Bar, or misconduct or violation of the Standards.

19.3 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 litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted within sixty (60) miles of the City of St. Helens, 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

19.4 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

19.5 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.

20. 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.

21. Records, Inspection and Audit by the City.

21.1 Todd shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles, and federal circulars (as applicable). Todd shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Todd's performance hereunder; provided however that Todd shall not be required to duplicate or maintain any records created and maintained by the Municipal Court. Todd 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 Todd that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. Todd 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 Todd'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.

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

22. Force Majeure. Neither City nor Todd 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 disabled, 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, or unusually severe weather; provided that the parties so disabled 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.

23. 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.

24. 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 Todd has executed this Agreement on the date written below.

CITY:

TODD:

CITY OF ST. HELENS

STEVE TODD

Council Meeting Date: _____

Signature: 

Signature: 

Print: John Walsh

Print: Steve A. Todd

Title: City Administrator

Title: President Judge

Date: _____

Scappoose Municipal Court

Date: Sept 12, 2024

APPROVED AS TO FORM:

By: _____
City Attorney

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

CITY:

TODD:

CITY OF ST. HELENS

STEVE TODD

Council Meeting Date: _____

Signature: 

Signature: 

Print: John Walsen

Print: Steve Todd

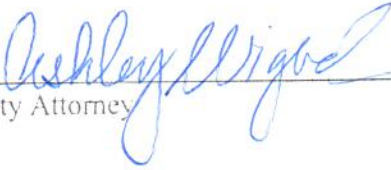
Title: City Administrator

Title: Mayor

Date: _____

Date: 20 1 2024

APPROVED AS TO FORM:

By: 
City Attorney

ATTACHMENT A
Scope of Work

For the term of this contract and any subsequent extensions, judge will provide judicial services to the City of St. Helens on mutually agreed upon scheduled dates and/or assigned cases consisting of the following:

- Work with court on coordinating mutually acceptable scheduling for providing pro tem judicial services.
- Preside in court on mutually agreed upon schedule for that particular court day.
- On assigned cases and/or dates, be available by telephone to “C-Com” within 10 minutes of their placing the call to answer questions relating to release status and orders 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 meetings with the City Administrator pertaining to the conduct of the Court’s business, as required by the City Administrator.
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator or the City Council, as requested.
- Such other judicial functions as may be necessary or advisable under the circumstances.

EXPECTATIONS:

It is expected that the judge will provide judicial services to the City of St. Helens on specific assigned dates and/or specific cases, generally from the hours of 8:30 a.m. to 5:00 p.m. or some portion thereof.

ATTACHMENT B INSURANCE REQUIREMENTS

Todd shall maintain insurance through the Oregon Professional Liability Fund (PLF) 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 Todd. The policy or policies of insurance maintained by Todd shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
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 _____. State the reason it is not applicable: _____		NO
Professional Liability	Annual Aggregate	\$300,000 aggregate of all claims plus \$75,000 claims expense allowance as provided in the PLF Primary Coverage Plan	YES <i>Exempt under PLF rules</i> <i>See contract paragraph 9.6</i>

Todd'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

Todd 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 Todd's liability hereunder. Notwithstanding said insurance, Todd shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.




Judge Todd <judgetodd@oregontrafficjudge.com>

PLF Receipt Confirmation (813960 Todd, Steven A)

1 message

PLF Notices <notices@osbplf.org>
Reply-To: plfaccounting@osbplf.org
To: judgetodd@oregontrafficjudge.com

Thu, Nov 9, 2023 at 10:48 AM



Professional Liability Fund

Steven A Todd 813960 November 9, 2023

We have received your 2024 PLF Request for Exemption.

This exemption must be renewed on an annual basis so long as you maintain active membership status with the Oregon State Bar. **YOU MUST NOTIFY THE PLF IMMEDIATELY IF YOU CEASE TO BE EXEMPT AT ANY TIME DURING 2024.**

If you had PLF coverage for 2023, you will automatically receive Extended Reporting Coverage. If you have questions regarding exemptions or Extended Reporting Coverage, refer to the Primary Coverage Plan on [our website](#) or contact the PLF at [503-639-6911](tel:503-639-6911).

Professional Liability Fund

PO Box 231600, Tigard, OR 97281-1600
(503) 639-6911 or (800) 452-1639
www.osbplf.org

ATTACHMENT C
Terms of Compensation

\$100 per hour