

City of St. Helens

SECOND AMENDMENT TO PERSONAL SERVICES AGREEMENT

Oregon Patrol Service

This Amendment is entered into this 20th day of December 2023, between the **City of St. Helens**, an Oregon municipal corporation (“the City”), and **Oregon Patrol Service** (“Contractor”).

RECITALS

A. WHEREAS, on or about December 1, 2021, the City and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to bailiff services; and

B. WHEREAS, Contractor has amended the terms of their *Agreement for Security Services*; and

C. WHEREAS, Paragraph 3 of the original Agreement provides that the Agreement terminates on June 30, 2023, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

D. WHEREAS, the City amended the Agreement on February 15, 2023, and extended the Agreement to December 31, 2023; and

E. WHEREAS, the City and Contractor mutually desire to amend the Agreement as stated in the attached *Agreement for Security Services* and extend the term of the Agreement for an additional twelve (12) months to December 31, 2024.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about December 1, 2021, shall be amended to reflect a **termination date of December 31, 2024**, unless earlier terminated according to the terms of the Agreement.

2. Amend the original Agreement as per the attached *Agreement for Security Services*.

3. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

CITY:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

OREGON PATROL SERVICE

By:_____

By:_____

Name:_____

Name:_____

Its:_____

Its:_____



Agreement for Security Services

Prepared for:
John Walsh
City Administrator
City of St. Helens

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



Respectfully Submitted by:
Laurie Sutherby
President & Director of Security Operations

OREGONPATROL SERVICE

County Patrol Service OR, LLC.

1/3/2023



AGREEMENT FOR SECURITY SERVICES

This Agreement for *Professional Security Services* (the "Agreement"), entered into December 4, 2023 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" or "OPS"), and **City of St. Helens, Oregon** (hereinafter "the 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 other persons not specifically listed in this agreement

2 PAYMENT, RATES, INVOICING/ TERMS AND COMMENCEMENT OF SERVICE

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: Municipal Court

- A. Flat-rate charges shall apply to each court session, as specified below. If the court session exceeds the service length covered by the Flat-rate Charge, additional time for the session will be calculated at hourly Municipal Rate of \$40.00/hour. No overtime charges apply, and overtime, if applicable is the responsibility of OREGON PATROL SERVICE.

2024 Per-Session Costs

Service – January 1, 2024 – December 31, 2024

Municipal Court- Full day (0900-1700) Every Thursday: 8hrs x \$40.00/hr = \$320.00/session

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

2.3 INVOICING & LATE PAYMENT POLICY

Invoices will be submitted monthly by OREGON PATROL SERVICE for payment by Client on or after the 1st day of the month following the service month invoiced. Payment is due upon receipt of invoice with terms of Net 30 days. If the account has an unpaid invoice overdue, 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. All amounts due plus late charges, if any, will be referred to an outside collection agency for collection.

2.4 COMMENCEMENT & TERMINATION OF SERVICE

Services will commence on 1/1/2024 at 0900 and will be in effect for a period of one year, to expire on 12/31/2024 at 1700. No OPT-OUT PROVISION (early termination of service) is included in this agreement.

3 **CHANGES**

Client may, with the approval of OREGON PATROL SERVICE, issue written (or email) changes within the general scope of Security Services to be ordered. Such changes (“Change Order”) may be for additional work or OREGON PATROL SERVICE may be directed to change the scope of the work covered by the Agreement. Client acknowledges that such changes may impact the cost of service. No cancellation charges for cancellation or changes for court will be billed as long as notification occurs before end of business day on the day prior (5:00 p.m.).

4 **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, and have been subject to a comprehensive character & background investigation including personal interview(s), fingerprint screening, screened for sex offender status, department of corrections check, and are subject to random drug screening.

5 **INSURANCES**

OREGON PATROL SERVICE will provide a certificate of general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, with an endorsement naming the Client as “additional insured”. At the Client’s request, a certificate verifying coverage for Workers’ Compensation insurance will be provided. Providing and maintaining insurance coverage is material terms of the Agreement. All such insurance policies shall be carried by an insurance company or companies that are, at all times, qualified to conduct business in the State of Oregon and, at all times, have a Best’s Key Rating Guide Property-Casualty United States Rating of at least an A-, and a financial rating of VI (based on the most current edition of A.M. Best’s Key Rating Guide).

6 **MISCELLANEOUS**

6.1 **Independent Contractor**: OREGON PATROL SERVICE is an independent contractor of Client.

6.2 **Force Majeure**: OREGON PATROL SERVICE shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God, of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.3 **Rates**: OREGON PATROL SERVICE assures rates indicated herein shall be in effect as specified for the duration of this agreement. OREGON PATROL SERVICE will notify

6.4 **Term & Termination**: This agreement shall remain in full force and effect for a period of 1 year beginning January 1, 2024, unless otherwise mutually agreed upon in writing.

IN WITNESS whereof, the parties below have executed this Agreement, consisting of six pages, as of the day and year below:

City of St. Helens, Oregon

OREGON PATROL SERVICE

By: _____

By: _____

John Walsh

City Administrator

Date: December 20, 2023

Laurie Sutherby

President & Director of Security Operations

Date: _____



OREGONPATROLSERVICE