

# CITY OF ST. HELENS



## REQUEST FOR PROPOSALS HUMAN RESOURCES PROFESSIONAL SERVICES

Date of Issue: **October 16, 2025**

Closing Date and Time: **November 20, 2025 at 4:00 p.m. (Pacific)**

Single Point of Contact (SPC):  
Kathy Payne, HR Coordinator/City Recorder  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051  
E-mail (SPC): [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

The City of St. Helens promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

**CITY OF ST. HELENS**

**REQUEST FOR PROPOSALS**  
**HUMAN RESOURCES PROFESSIONAL SERVICES**

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**CITY OF ST. HELENS**

**REQUEST FOR PROPOSALS**  
**HUMAN RESOURCES PROFESSIONAL SERVICES**

**SECTION 1: GENERAL INFORMATION**

**1.1 INTRODUCTION**

The City of St. Helens, an Oregon municipal corporation (“City”), is issuing this Request for Proposals (“RFP”) to seek proposals from qualified professionals to provide human resources services.

The City anticipates the award of one (1) contract from this RFP.

Additional details on the scope of the services sought are included in the Scope of Services section of the RFP.

The initial term of the agreement is anticipated to commence upon approval by the City Council and continue through December 31, 2026, with an option for two one-year extensions, at the City’s discretion.

**1.2 SCHEDULE**

The table below represents a tentative schedule of events. All times are the local time in the City of St. Helens, Oregon. All dates listed are subject to change through issued Addenda.

| Event                                           | Date                       | Time    |
|-------------------------------------------------|----------------------------|---------|
| Issuance of RFP and Publication on City Website | October 16, 2025           |         |
| Questions/Requests for Clarification Due        | November 6, 2025           | 5:00 PM |
| Issuance of Answers/Addenda Deadline            | November 13, 2025          | 4:00 PM |
| Deadline to Submit Proposals                    | November 20, 2025          | 4:00 PM |
| Selection of Finalist(s) to Interview           | December 4, 2025           |         |
| Interviews, if needed                           | December 11, 2025          |         |
| Contract Commences                              | Upon City Council Approval |         |

### **1.3 SINGLE POINT OF CONTACT (SPC)**

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

Any questions should be directed to the SPC, Kathy Payne, Human Resources Coordinator / City Recorder, at [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov). Written responses will be available to all interested parties on the City's website at [www.sthelensoregon.gov/rfps](http://www.sthelensoregon.gov/rfps).

### **1.4 ADDENDA**

The City may modify the RFP at any time at least five (5) days prior to the RFP due date, by issuance of a written addendum that shall be posted on the City's website listed in Section 1.3. The City will provide notice of the addenda to all proposers registered with the City at the time the addendum is issued. Addenda will be numbered consecutively. You must be registered with the SPC to receive notice of any addenda.

## SECTION 2: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### 2.1 SUBMITTALS

All proposals must be received by the City no later than 4:00 p.m. on November 20, 2025. Proposals may be emailed, delivered to City Hall, or mailed but must be received no later than 4:00 p.m. on the deadline date. The outside of the sealed envelope should be marked “Human Resources RFP Proposal.” Submissions shall become the property of the City of St. Helens without obligation.

**Email Address:**

[kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

**Mailing/Physical Address:**

City of St. Helens  
ATTN: Kathy Payne  
265 Strand Street  
St. Helens, OR 97051

### 2.2 SELECTION

The selection of the external human resources professional individual or firm will be based upon responses received to the criteria included in Section 5 of this proposal.

The City of St. Helens reserves the right to reject all proposals, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the City's interests and the right to waive minor irregularities in procedure.

Work under this agreement shall begin upon approval by the City Council (anticipated to be January 7, 2026). Any agreement initiated as a result of this RFP will be effective through December 31, 2026, with an option to renew annually up to a maximum of (2) two additional years unless otherwise terminated as provided for by the terms and conditions of the agreement.

## **SECTION 3: SCOPE OF SERVICES**

The HR Professional will work directly with the Human Resources Coordinator/City Recorder to provide its services. The HR Coordinator/City Recorder will coordinate review with the City Administrator and City Attorney as needed.

### **3.1 PRIORITY TASKS**

#### **3.1.1 Update Personnel Policies and Procedures Handbook**

- 3.1.1.1 Review the City's Personnel Policies and Procedures Handbook (the "Handbook") and amendments adopted by resolution to ensure compliance with federal, state, and local laws and incorporate best practices. The City's current Handbook can be found at [sthelensoregon.gov/hr](http://sthelensoregon.gov/hr).
- 3.1.1.2 Update Handbook with tracking to present to City. Finalize updated Handbook.
- 3.1.1.3 Recommend annual or bi-annual updates, as needed.

#### **3.1.2 Create Standard Recruitment Policy and Process**

- 3.1.2.1 Develop consistent and equitable recruitment and hiring processes for department heads, supervisors, and general staff.
- 3.1.2.2 Provide templates and tools for implementation for recruitment and hiring processes and present to City staff for discussion.
- 3.1.2.3 Finalize recruitment and hiring processes, templates and tools, in a Recruitment Handbook.

#### **3.1.3 Update Job Descriptions**

- 3.1.3.1 Review existing job descriptions for Fair Labor and Standards Act (FLSA) compliance and other federal, state, and local laws.
- 3.1.3.2 In cooperation with departments, ensure job descriptions align with current duties.
- 3.1.3.3 Update and revise job descriptions that need revision.

#### **3.1.4 Oversee Employee Performance Evaluations Schedule and Forms**

- 3.1.4.1 Create a schedule for notifying supervisors when performance evaluations are due.
- 3.1.4.2 Create a process for tracking employee performance evaluations to ensure that all employees are at a minimum receiving annual performance reviews.

- 3.1.4.3 Provide support to supervisors in the form of recommended tools, templates, and processes to conduct performance evaluations to assist the City in developing consistent performance evaluations that also are tailored to the needs of each department.
- 3.1.4.4 Work with the HR Coordinator/City Recorder to conduct the annual performance evaluation of the City Administrator.

### **3.1.5 Process Employee Leaves of Absence and Update Forms**

- 3.1.5.1 Review leave of absence requests and route for approval.
- 3.1.5.2 Ensure compliance with applicable federal and state leave laws (e.g., FMLA, OFLA, etc.)
- 3.1.5.3 Use or create a leave tracking system.
- 3.1.5.4 Review and update leave forms.

### **3.1.6 Implement City Employee Training Program**

- 3.1.6.1 Identify trainings which are required by federal, state, or local laws and implement schedule to adhere to training requirements.
- 3.1.6.2 Coordinate training with City's insurance carrier (CIS) and various departments.
- 3.1.6.3 Identify additional trainings that would benefit staff and recommend training providers.
- 3.1.6.4 Schedule and manage training sessions.

### **3.1.7 Conduct Biennial Wage Surveys and Classification Studies**

- 3.1.7.1 Benchmark positions against comparable agencies.
- 3.1.7.2 Recommend adjustments, as needed.

### **3.1.8 Create a Comprehensive Volunteer Program**

- 3.1.8.1 Develop policies and procedures for volunteer engagement in the parks, library, recreation program, and general help within the City.
- 3.1.8.2 Create volunteer packets to include policy, application, and any other pertinent information as part of the Program.

### **3.1.9 Additional Tasks**

- 3.1.9.1 Provide support as needed to City's Human Resources Coordinator on HR-related projects and initiatives.

## **3.2 STRATEGIC TASKS**

These strategic tasks will be needed on an on-call basis. The HR Professional is expected to have the expertise and experience providing guidance and support for the below strategic tasks.

- 3.2.1** Identify goals, objectives, policies and priorities for City programs, departments, and recommend related policies and procedures to assist each program and department to accomplish its goals.
- 3.2.2** Monitor and evaluate the efficiency and effectiveness of human resource related services delivery methods and procedures and provide recommendations based on assessment of information gathered.
- 3.2.3** Consult with department heads regarding human resource policies and procedures, disciplinary procedures and due process requirements, and provide recommendations based on an assessment of information gathered.
- 3.2.4** Identify organizational training needs, develop or identify programs to meet the City's needs, identify mandated training and implement a process for it to be conducted and documented.
- 3.2.5** Help to resolve sensitive and controversial issues upon request.
- 3.2.6** Support the HR Coordinator/City Recorder in developing the budget for the Human Resources program.

## **SECTION 4: PROPOSAL REQUIREMENTS**

### **4.1 PROPOSALS SHOULD INCLUDE THE FOLLOWING CONTENTS:**

To achieve a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below:

- A. Title Page – The name of the proposer or proposer’s firm, address, phone numbers, name of primary contact person, and email address.
- B. Table of Contents – Include a clear identification of the materials by section and by page number.
- C. Professional Profile and Qualifications – Include a list of partners, managers, and other key staff persons who will be assigned to the City’s engagement. Provide resumes and indicate their experience in supporting governmental agencies, specifically municipalities.
- D. Experience with Similar Projects – Describe approach to each of the tasks outlined in Section 3.1 Priority Tasks and Section 3.2 Strategic Tasks and include a description of similar work experience.
- E. Proposed Approach and Timeline – Describe approach and timeline to tasks outlined in Section 3.1 Priority Tasks and Section 3.2 Strategic Tasks. Describe how in-person, video, and phone meetings will be used for both operational effectiveness and cost-effectiveness. For Section 3.2 Tasks, propose an approach and timeline to support the HR Professional’s ability to address and accomplish each Section 3.2 Strategic Task.
- F. Fee Structure – Include hourly rates for each individual assigned to the engagement. Also include flat fees for specific projects, if calculating a flat fee would be beneficial to the City. Include any other fees related to fulfillment of the engagement.
- G. Use of City Personnel – Describe how you would propose to use City personnel, if at all, to assist you with any of the tasks and projects.
- H. References – Include references and contact information for similar clients, preferably governmental agencies.

## SECTION 5: EVALUATION CRITERIA

### 5.1 EVALUATION MATRIX

| Evaluation Criteria                 | Weight (%) | Score (1–5) | Weighted Score |
|-------------------------------------|------------|-------------|----------------|
| Experience and Qualifications       | 30%        |             |                |
| Understanding of Scope and Approach | 30%        |             |                |
| Cost Effectiveness                  | 20%        |             |                |
| References and Past Performance     | 20%        |             |                |
| Total                               |            | 100%        |                |

### 5.2 SCORING RUBRIC

#### Score Description

- 5 Excellent – Exceeds all requirements; outstanding qualifications and approach
- 4 Good – Meets all requirements; above-average qualifications and approach
- 3 Satisfactory – Meets most requirements; acceptable qualifications and approach
- 2 Fair – Meets some requirements; limited qualifications or unclear approach
- 1 Poor – Does not meet requirements; lacks qualifications or coherent approach

### 5.3 EXPANDED EVALUATION CRITERIA

#### 5.3.1 Experience and Qualifications (30%)

Evaluators will assess the proposer's background and demonstrated ability to perform the requested services, including:

- ➔ Experience working with municipalities or public sector organizations, especially in Oregon or similar jurisdictions.
- ➔ Qualifications and certifications of key personnel assigned to the project (e.g., SHRM, IPMA-HR, PHR/SPHR).
- ➔ Depth of knowledge in HR policy development, recruitment, classification, and compliance.
- ➔ Proven track record of successfully completing similar projects on time and within budget.
- ➔ Organizational capacity to manage multiple HR functions simultaneously.

#### 5.3.2 Understanding of Scope and Approach (30%)

This criterion evaluates how well the proposer understands the City's needs and how effectively they plan to meet them:

- ➔ Clarity and completeness of the proposed methodology for each task.
- ➔ Demonstrated understanding of public sector HR challenges and legal requirements.
- ➔ Realistic and detailed project timelines, including milestones and deliverables.
- ➔ Customization of services to meet the City's specific needs rather than a generic approach.
- ➔ Innovation or added value in the proposed approach (e.g., use of technology, templates, or training tools).

### **5.3.3 Cost Effectiveness (20%)**

This criterion considers the overall value of the proposal in relation to the cost:

- ➔ Transparency and clarity of the pricing structure (e.g., hourly rates, flat fees, travel costs).
- ➔ Reasonableness of costs in comparison to the scope of services and market rates.
- ➔ Flexibility in pricing for additional or unforeseen services.
- ➔ Cost-saving strategies or efficiencies proposed.

### **5.3.4 References and Past Performance (20%)**

Evaluators will review the proposer's reputation and reliability based on past work:

- ➔ Quality and relevance of references provided, particularly from public sector clients.
- ➔ Feedback from references regarding timelines, communication, and quality of work.
- ➔ Evidence of long-term client relationships or repeat engagements.
- ➔ Examples of successful outcomes from similar projects (e.g., updated handbooks, classification studies, volunteer programs).

## **SECTION 6: ADDITIONAL INFORMATION**

- 6.1** Proposals will be reviewed by a selection committee to be determined by the City Administrator and may consist of the City Administrator, HR Coordinator/City Recorder, a City Councilor, City Attorney, and other staff members or a third-party participant from outside the City with relevant HR experience. The selection committee may elect to interview those candidates they deem most suitable to perform the needed human resources professional services. Based upon the review by the selection committee, a recommendation will be made to the City Administrator.

The successful HR professional or firm will be required to enter into a Personal Services Agreement with the City of St. Helens, in the form of APPENDIX A or similar. The Agreement for Services will be presented to the City Council for approval.

## **APPENDIX A**

### **Model Personal Services Agreement**

See attached

# 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 \_\_\_\_\_ (“Contractor”).

### RECITALS

- A.** The City is in need of personal services for \_\_\_\_\_, 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 \_\_\_\_\_, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.

**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 \_\_\_\_\_. 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:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:**

\_\_\_\_\_

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

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

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

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

**APPROVED AS TO FORM:**

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

City Attorney

**ATTACHMENT A**  
**Scope of Work**

## 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<br>General Aggregate<br>Products/Comp Ops Aggregate<br>Personal and Advertising Injury                                            | \$1,000,000<br>\$2,000,000<br>\$2,000,000<br>\$1,000,000<br>w/umbrella or<br>\$1,500,000<br>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                                                                                              | NO                         |
| <b>Workers' Compensation</b>                 | Per Oregon State Statutes<br>If workers compensation is not applicable please initial here _____. State the reason it is not applicable:<br>_____ |                                                                                                          | YES                        |
| <b>Professional Liability</b>                | Per occurrence<br><br>Annual Aggregate                                                                                                            | \$500,000<br>or per contract<br>\$500,000<br>or per contract                                             | YES                        |

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.

**ATTACHMENT C**  
**Terms of Compensation**