

## **PROFESSIONAL SERVICES CONTRACT FOR YCSO PERSONAL COUNSELING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), dated as of January 1, 2025, by and between **YAMHILL COUNTY**, a political subdivision of the State of Oregon, acting by and through its Sheriff's Office and **PUBLIC SAFETY CHAPLAINCY, INC**, an Oregon nonprofit organization located at 1500 NW 167th Place, Beaverton, OR 97006 ("Contractor"), collectively known as ("the Parties").

### **BACKGROUND**

Yamhill County Sheriff's Office (YCSO), a department of Yamhill County, has a need for the services of an individual with the particular training, ability, knowledge, and experience possessed by Contractor; and

YCSO has determined that the Contractor is qualified and capable of performing the professional services that YCSO requires;

**THEREFORE, the Parties agree as follows:**

#### **A. SERVICES TO BE PROVIDED**

Contractor shall provide the following professional services:

1. Contractor will be available to provide personal counseling and crisis assistance to all public safety personnel (certified and non-certified) and their immediate families. Contractor shall be available on a 24- hour basis for emergencies.
2. Contractor desires to be a friend to all and a confidential listening ear outside the chain of command.
3. Contractor provides guidance and support, upon request, to persons listed above, and serves as a facilitator for emotional, educational, and service opportunities/resources.
4. Contractor will make hospital and home visitations during times of illness, injury, surgery, and the recovery period.
5. Contractor will provide or facilitate training and counseling concerning marriage and family relationships, stress management, ethics, traumatic incidents, terminations,
6. Contractor may be called out on a 24-hour basis to assist officers with special domestic disturbances, suicides, survivors of homicides and accidental deaths, SIDS, or death notifications.

**Board Order No.24-346**

Board Order \_\_\_\_\_

7. Contractor will coordinate counseling services and referrals as required (psychological, mental health, marriage, alcohol, drug related, etc.)
8. Contractor will assist in Critical/Traumatic Incident Stress Debriefing team for YCSO use.
9. Contractor will coordinate and develop various spouse and family support groups. After receiving a notice to proceed and an executed copy of the Agreement from the YCSO, Contractor shall promptly begin performing the services described in this section.

**B. COMPENSATION FOR SERVICES PROVIDED**

1. County shall pay Contractor an **Annual** fee of \$12,000.00 or a **Quarterly** fee of \$3,000.00 for calendar year 2025, for performance of the services described in the Agreement.
2. Contractor shall prepare an invoice at least 30 days prior to the due date of payment. The invoice shall describe in reasonable detail the services provided in the billing period. The invoice shall be sent to Yamhill County Sheriff's Office, Attn: YCSO Accounting, via email to [YCSOAccounting@yamhillcounty.gov](mailto:YCSOAccounting@yamhillcounty.gov) or via USPS to the address listed in Section I.5.

**C. TERM OF AGREEMENT**

1. **Term.** This term of the Agreement begins on the date stated in the preamble ("Effective Date") and ends in one year from the Effective Date.
2. **Renewal.** The Agreement may be automatically renewed for up to four additional one-year terms upon agreement of the Parties.

**D. REPRESENTATION AND WARRANTIES**

Contractor represents and warrants that:

1. Contractor has complied with all state and local tax laws, including, but not limited to ORS 305.620 and ORS Chapter 316, 217, and 318.
2. Contractor shall perform the services in accordance with generally accepted professional practices and principles and in a manner that is consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.

**E. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

1. Contractor acknowledges that Contractor is an independent contractor and is not an employee of the County. Contractor shall not be entitled to benefits of any kind to which

an employee of the County is entitled and shall be solely responsible for all payments and taxes required by law.

2. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the County for any purpose, the County shall be entitled to offset compensation due, to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of said finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of said finding.

#### **F. INDEMNIFICATION**

Contractor agrees to indemnify and defend the County, its officers, agents, and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments, or other costs or expenses, including reasonable attorney's fees and witness costs (at trial and on appeal) that arise from, during, or in connection with the performance of the work described in this Agreement, except for liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against the County under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

#### **G. INSURANCE**

Contractor shall maintain insurance acceptable to the County and keep the insurance in full force and effective throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work. The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

##### *TYPES OF INSURANCE LIMITS OF LIABILITY*

General Liability Each occurrence, \$1,000,000/Aggregate, \$3,000,000

#### **H. TERMINATION**

The County may terminate this Agreement in its sole discretion upon giving Contractor five days written notice. In event of termination, the County shall pay the Contractor for services performed prior to termination. The payment shall be prorated for the month prior to termination.

**I. GENERAL CONDITIONS**

**1. Compliance with Applicable Laws**

- a. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the services to be performed under the Agreement.
- b. Contractor shall comply with all state and local tax laws, including, but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- c. Contractor shall comply with all federal, state, and local civil rights and rehabilitation laws prohibiting discrimination based on race, color, sex, national origin, religion, age, or disability or other legally protected classes of persons.

**2. Assignment and Delegation**

Contractor shall not assign, sell, subcontract, dispose of or transfer rights, or delegate its duties under the Agreement, either in whole or in part, without County's prior consent.

**3. Access To Records**

Contractor shall maintain all books, documents, papers, and records relating to the Agreement ("Records") in accordance with generally accepted accounting principles, and shall give County, and its duly authorized representatives, access to the Records. Contractor shall maintain the Records for the later of:

- a. three years from the date the Agreement expires;
- b. the minimum period required by applicable law, following final payment and termination of the Agreement; or
- c. the conclusion of any audit, controversy, or litigation arising out of or relating to the Agreement.

**4. Amendment**

The Parties may not amend the Agreement unless the amendment is first reduced to writing and signed by the Parties.

**5. Notices**

Any notice provided under the Agreement shall be in writing and sent through U.S. mail. Each party giving notice shall address the notice to the appropriate person of the receiving party ("Addressee") at the address listed below, or to another Addressee or at another address designated by a party in a notice pursuant to this section:

**County:**

Yamhill County Sheriff's Office  
ATTN: Sheriff Sam Elliott  
535 NE 5th Street, Rm 143  
McMinnville, Oregon 97128

**Consultant:**

Public Safety Chaplaincy, Inc.  
ATTN: Wayne Patterson  
1500 NW 167th Place  
Beaverton, OR 97006

**6. Conflict of Interest**

Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.

**7. Disclosure of SSN**

Contractor shall provide Contractor's Social Security Number ("SSN") unless Contractor provides an Employer Identification Number or other valid form of Taxpayer Identification Number ("TIN"). This information is requested pursuant to BPC 47-0770. SSN provided pursuant to this authority will be used for the administration of state, federal, and local tax laws. Contractor's TIN will be reported to the IRS under Contractor's name and submitted TIN. Information not matching IRS records may subject Contractor to backup withholding.

**8. Counterparts**

The Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on the Parties. The exchange of signed copies by electronic mail by Portable Document Format (PDF), or its equivalent, shall constitute effective execution and delivery of the Agreement.

**9. Severability**

If any term or provision, or any portion of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect if the remaining terms and conditions are valid, binding, and enforceable.

**10. Governing Law**

The Agreement is to be governed by the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules, or doctrines.

**11. Merger**

This Agreement and any referenced attachments constitute the complete agreement between the County of Yamhill and Contractor and supersedes all prior written or oral discussion or agreements.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR

REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**PUBLIC SAFETY CHAPLAINCY, INC:**

**YAMHILL COUNTY**

wayne patterson  
Wayne Patterson, President

Signed by:  
Lindsay Berschauer  
Chair, LINDSAY BERSCHAUER

11/26/2024  
Date

12/6/2024  
Date

93-0872565  
FEIN/TIN

**APPROVED AS TO CONTENT**

By: [Signature]  
Sam Elliott, Yamhill County Sheriff

**APPROVED AS TO FORM**

DocuSigned by:  
By: Christian Boenisch  
Christian Boenisch  
County Counsel for Yamhill County

**Approved by the BOC on:12/05/24**

**via Board Order No.:24-346**