



Yamhill County Department of Community Justice

615 E. Sixth Street, McMinnville, Oregon 97128 · Phone: 503-434-7513 · Fax: 503-472-5216

Inter-Office Memorandum

Date: September 3, 2015
To: Laura Tschabold, County Administrator; Commissioner Stan Primozych, Parks Liaison
From: Brett Henry, Parks Division Manager
Subject: IGA between Yamhill County DCJ and Chehalem Parks & Recreation District (CPRD)
Attachment (1): Intergovernmental Agreement

County Parks is requesting permission to add the Intergovernmental Agreement (IGA) between Yamhill County Department of Community Justice (DCJ) and the Chehalem Parks & Recreation District (CPRD) to the agenda of next week's formal session. The IGA requires countersignatures from the Board of Commissioners Chair and County Counsel.

The agreement is for DCJ to provide parks maintenance services on CPRD parks through the inmate and community service work crew program. This agreement differs from the previous IGA in cost of services. The cost of services has increased from \$74,370/year to \$90,000/year. The IGA is retroactive July 1, 2015 and extends through June 30, 2017. Thereafter, it will be automatically renewed for successive one-year terms. If you have any questions, you can reach me at (4520).

INTERGOVERNMENTAL AGREEMENT FOR SERVICES
(Department of Community Justice and Chehalem Parks & Recreation District)

THIS AGREEMENT ("Agreement") is by and between Yamhill County, a political subdivision of Oregon, acting by and through its Department of Community Justice ("DCJ"), and the Chehalem Parks & Recreation District ("CPRD"), 125 Elliott Road, Newberg, Oregon 97132, Tax ID 930562211.

RECITALS:

- A. DCJ has a background in landscaping services provided with the use of county work crews under the supervision of DCJ. DCJ is willing to provide services to CPRD pursuant to this Agreement.
- B. CPRD desires to have services provided by DCJ. DCJ and CPRD are authorized to enter into this intergovernmental agreement under ORS Chapter 190. NOW, THEREFORE,

AGREEMENT: Based on the mutual covenants provided below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** DCJ will provide the following services for CPRD as Corrections may determine such work to be appropriately completed by a work crew under its supervision:

- a. Lawn care, shrub and tree care, and shrub bed care which may involve mowing and pruning.
- b. Limited building care and renovation, site preparations, site clearings, brush cutting, leaves clearing and removal, and other similar short-term/limited duration parks-maintenance related projects.

2. **PERFORMANCE OF SERVICES.** The manner in which services are to be performed and the specific hours to be worked by DCJ shall be determined by DCJ in consultation with CPRD. CPRD will rely on DCJ to work the equivalent of four ten hour days weekly, Friday through Monday, or as DCJ and CPRD determines to be reasonably necessary to perform the services. DCJ will maintain regular contact with CPRD Park Supervisor to review work hours and/or services provided. Should a scheduling or workload issue occur that limits the availability of work crew to perform services identified in Section 1, DCJ staff will make every effort to notify CPRD and will reschedule the work to the next best available date.

3. **PAYMENT.** CPRD will pay a \$7,500 per month fee to DCJ for the services described in paragraph 1, not exceed \$90,000 for the term of this Agreement. Included in this amount are the costs associated to one full-time Work Crew Supervisor, plus benefits, as well costs associated to fuel, equipment replacement, workers comp insurance for the inmate and community service workers, and administration of the agreement. This fee shall be payable monthly, no later than the 10th day of the month following the period during which the services were performed. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that DCJ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which DCJ has not yet been paid.

4. **KEY PERSONNEL.** DCJ agrees that, except in cases of emergency or when the public

interest requires, the DCJ work crew supervisor assigned to CPRD under this Agreement shall not be reassigned to other work crew assignments without prior notice to CPRD.

TERM AND TERMINATION.

a. Term. Unless terminated in accordance with subsection (b), the term of this Agreement is from July 1, 2015 through June 30, 2017. Thereafter, it shall be automatically renewed for successive one year terms beginning July 1, 2017 unless terminated in accordance with subsection (b), below.

b. Termination. Either party may terminate this Agreement on written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that DCJ is an independent contractor with respect to CPRD, and not an employee of CPRD. CPRD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DCJ. Both parties agree to provide workers compensation insurance for their subject workers.

6. **INJURIES.** DCJ acknowledges their obligation to obtain appropriate insurance coverage for the benefit of DCJ (and DCJ employees, if any). DCJ waives any rights to recovery from CPRD for any injuries DCJ (and/or DCJ employees or agents) may sustain while performing services under this Agreement unless caused by the negligent or willful misconduct of CPRD.

7. **INDEMNIFICATION.** DCJ agrees to indemnify and hold CPRD harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CPRD that result from the acts or omissions of agents or employees of DCJ under this Agreement, up to Oregon Tort Claim limits. CPRD agrees to indemnify and hold DCJ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against DCJ that result from the acts or omissions of agents or employees of CPRD under this Agreement up to Oregon Tort Claim limits.

8. **ASSIGNMENT.** DCJs' obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of CPRD.

9. **EXCUSES FOR NON-PERFORMANCE.** Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delays or defaults caused by public carriers, which can not be reasonably foreseen or provided against. Either party may terminate this Agreement effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Oregon. To the extent required by law, statutory contractual provisions regarding public bodies are hereby incorporated by reference into this Agreement.

15. **ATTORNEY FEES AND COSTS.** In the event an action, suit or proceeding, including appeals there from, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

DONE the last date set forth adjacent to the signatures of the parties below.

**CHEHALEM PARK AND
RECREATION DISTRICT**



DON CLEMENTS, Superintendent
Date: Aug 27 2015

YAMHILL COUNTY, OREGON



ALLEN SPRINGER, Chair
Date: 9-16-15



TED SMIETANA, Director
Department of Community Justice

FORM APPROVED BY:



CHRISTIAN BOENISCH
County Counsel

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Accepted by Yamhill County
Board of Commissioners on
9.10.15 by Board Order
15-374