



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: February 9, 2016
To: Laura Tschabold, County Administrator; Commissioner Stan Primozych, Parks Liaison
From: Brett Henry, Parks and Work Crew Division Manager
Subject: Agreement of Services between Yamhill County DCJ and Yamhill-Carlton School District

Attachment (1): Agreement for Services

Department of Community Justice is requesting permission to add the Agreement for Services between Yamhill County Department of Community Justice (DCJ) and the Yamhill-Carlton School District to the agenda of next week's formal session. The Agreement requires countersignatures from the Board of Commissioners Chair and County Counsel.

The agreement is for the DCJ Inmate Work Crew program to provide mowing and landscaping services on the grounds of the Yamhill-Carlton High School. The cost of services is \$1200 per month at a rate of \$300 per day as stipulated under the payment section of the Agreement. This agreement is effective March 1, 2016 and will automatically renew for successive one year terms beginning July 1, 2016 unless terminated by either party. If you have any questions, you can reach me at (4520).

Accepted by Yamhill County
Board of Commissioners on

2-18-16 by Board Order
16-54

INTERGOVERNMENTAL AGREEMENT FOR SERVICES
(Department of Community Justice and Yamhill Carlton School District)

THIS AGREEMENT ("Agreement") is by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Community Justice ("DCJ"), and the Yamhill Carlton School District ("YCSD"), located at 120 N Larch Pl., Yamhill, OR 97148.

RECITALS:

A. DCJ has a background in providing landscaping services to local agencies with the use of county inmate work crews under the supervision of DCJ. DCJ is willing to provide services to the YCSD pursuant to this Agreement. The YCSD desires to have services provided by DCJ. As used in this Agreement, the term "DCJ" includes officers, agents, employees and work crew members assigned by DCJ to perform work pursuant to the Agreement.

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

1. **DESCRIPTION OF SERVICES.** Beginning March 1, 2016, DCJ will provide the following services for the YCSD as DCJ may determine such work to be appropriately completed by a work crew under its supervision:

- Weekly lawn care, shrub and tree care, and shrub bed care which may involve mowing, edging, and pruning of the ball fields and grounds at the Yamhill-Carlton High School

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 YCSD staff. Yamhill County-related projects and projects assigned by the Yamhill County Board of Commissioners and the Director of Community Justice have priority over all Work Crew Service Agreements with outside agencies and nonprofit organizations, including this Agreement. Should a scheduling or workload issue occur that limits the availability of DCJ to perform services identified in Section 1, DCJ staff will make every effort to notify the YCSD staff and will reschedule the work to the next best available date. The DCJ Work Crew Division Manager or his or her designee shall be the liaison from DCJ for this Agreement. The HR Manager at YCSD or his or her designee shall be the liaison from the YCSD to DCJ for this Agreement.

3. **PAYMENT.** YCSD will pay \$1200.00 per month to DCJ for the services described in Section 1 for the term of this Agreement. The monthly fee equates to four (4) work days a month at a rate of \$300.00 a day. If requested by the YCSD, extra work beyond the services described in Section 1 may be performed at the rate of \$300.00 per service/day and the scheduling of extra work is subject to work crew availability. DCJ will bill for services performed and this fee shall be payable monthly, no later than the 10th day of the month following the period during which 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.

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4. **TERM OF AGREEMENT/TERMINATION.** Unless terminated in accordance with this section, the term of this Agreement is from March 1, 2016 through June 30, 2016. Thereafter, it shall be automatically renewed for successive one year terms beginning July 1, 2016 unless terminated in accordance with this section. This Agreement may be terminated at any time by either DCJ or the YCSD upon 60 days advance 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 the YCSD, and not an employee or agent of the YCSD. The YCSD will not provide fringe benefits or any other employee benefit for the benefit of DCJ. Both parties agree to provide insurance for their subject workers.

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

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

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

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 cannot 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 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 be come valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

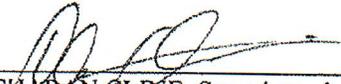
13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

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 this 16 day of Feb, 2016.

YAMHILL CARLTON SCHOOL DISTRICT

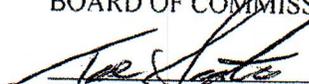


CHARAN CLINE, Superintendent
YAMHILL CARLTON SCHOOL DISTRICT

YAMHILL COUNTY, OREGON



MARY STARRETT, Chair
BOARD OF COMMISSIONERS



TED SMIETANA, Director
COMMUNITY JUSTICE

APPROVED AS TO FORM BY:



CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
2-18-16 by Board Order
16-54