

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES
(Department of Community Justice and City of Newberg)**

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 City of Newberg ("City of Newberg"), P.O. Box 970, Newberg, Oregon 97132, Tax ID 93-6002221.

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 City of Newberg pursuant to this Agreement.

B. City of Newberg desires to have services provided by DCJ. DCJ and City of Newberg 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 City of Newberg as DCJ 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 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 park-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 City of Newberg. City of Newberg will rely on DCJ to work the equivalent of one, ten-hour days weekly, Monday through Friday, or as DCJ and City of Newberg determines to be reasonably necessary to perform the services. DCJ will contact City of Newberg supervisor monthly to review work hours and/or services provided. Yamhill County-related projects and projects assigned by the Yamhill County Board of Commissioners and the Director of DCJ have priority over all other work crew service agreements with outside agencies and nonprofit organizations. Should a scheduling or workload issue occur that limits the availability of work crew to perform services identified herein, DCJ staff will make every effort to notify City of Newberg and will reschedule the work to the next best available date.

3. **PAYMENT.** City of Newberg will pay \$250 per diem to DCJ for the services described in paragraph 1, for the initial term of this Agreement. City of Newberg will pay \$300 per diem to DCJ for the services described in paragraph 1, for the continued term of this Agreement beginning July 1, 2020. 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

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 City of Newberg under this Agreement shall not be reassigned to other work crew assignments without prior notice to City of Newberg. DCJ agrees to work closely with City of Newberg in the selection of the work crew supervisor assigned to this Agreement.

5. **TERM AND TERMINATION.**

a. Term. Unless terminated in accordance with subsection (b), the term of this Agreement is from July 1, 2019 through June 30, 2020. Thereafter, it shall be automatically renewed for successive one-year terms beginning July 1, 2021 unless terminated in accordance with subsection (b), below.

b. Termination. Either party may terminate this Agreement on thirty (30) days prior written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that DCJ is an independent contractor with respect to City of Newberg, and not an employee of City of Newberg. City of Newberg 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.

7. **INJURIES.** DCJ acknowledges DCJ's obligation to obtain appropriate insurance coverage for the benefit of DCJ (and DCJ employees, if any). DCJ waives any rights to recovery from City of Newberg 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 City of Newberg.

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

9. **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 City of Newberg which consent shall not be unreasonably delayed, conditioned or withheld.

10. **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.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **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.

CITY OF NEWBERG

YAMHILL COUNTY, OREGON

Dan Weinheimer

Casey Kulla
4/2/2020

Chair
SIGN HERE

Print Name: Dan Weinheimer

~~RICK OLSON~~, Chair, Casey Kulla

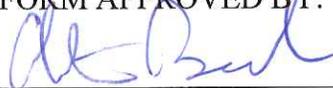
Title: City Manager

Date: _____

Date: 3/6/20

Jessica Beach
JESSICA BEACH, Director
Department of Community Justice

FORM APPROVED BY:



CHRISTIAN BOENISCH
~~Acting~~ County Counsel

Accepted by Yamhill County
Board of Commissioners on
4/2/2020 by Board Order
20-109