

**PROFESSIONAL SERVICE AGREEMENT
Oregon Curb Appeal LLC**

THIS AGREEMENT ("Agreement") is between Yamhill County (County), a political subdivision of the State of Oregon, acting through the Yamhill County Transit Area (YCTA) and Oregon Curb Appeal LLC ("Contractor"), located at 650 NE 2nd Street Ste 1051, McMinnville, Oregon 97128

RECITALS

1. County, through its Yamhill County Transit Area, an ORS 451 County Service District, furnishes and operates public transportation services. In order for the County to provide these public transportation services it is necessary for the County to contract with qualified contractors with expertise in cleaning of customer amenities such as shelters, benches, bus stop signage, etc. In order to provide adequate customer amenities, the County/YCTA is seeking to establish a personal services agreement with a Contractor, to provide; shelter cleaning and power washing.
2. Contractor is licensed as required by law and is qualified to perform the duties outlined in this Agreement. County is authorized to enter into this agreement under ORS 203.010(3). NOW THEREFORE

AGREEMENT

In exchange for the promises and other consideration set forth below, IT IS HEREBY AGREED:

Section 1. Effective Date. The term of this Agreement is from June 15, 2021 through July 31, 2024, with two (2) one-year extensions if agreed upon by both parties, unless terminated in accordance with Section 5 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

Section 2. Services. Contractor agrees to perform the services ("Services") included in the Statement of Work attached as Exhibit A to this Agreement which is incorporated herein by this reference.

Section 3. Reporting. County and Contractor agree to prepare and furnish reports to each other upon request. County and Contractor agree to and do hereby grant to each other the right to reproduce, use and disclose for each party's internal administration purposes only, all or any part of the reports, data, and technical information furnished under the Agreement.

Section 4. Payment. County agrees to pay Contractor for the Services provided under this Agreement at the rate of \$152 per month/per shelter and additional costs for power washing twice a year. No minimum number of hours is guaranteed by this Agreement. The maximum amount to which the County is obligated to pay under this Agreement is \$ 50,000 annually. County shall make an initial payment of 25% (\$12,500) upon signing of this agreement. YCT shall make payments to the Contractor within 30 days following receipt, review and approval of an itemized statement for Services provided in the preceding month. Contractor will bill once a month for services.

Section 5. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate this Agreement upon sixty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination.

C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

Section 6. Independent Contractor. Contractor is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits that are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave; other leaves with pay; tenure; medical and dental coverage; life and disability insurance; overtime; Social Security; Workers' Compensation; unemployment compensation; or retirement benefits, except as required by law.

C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Ch. 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 7. Compliance with Applicable Laws. Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it will comply with ORS 279B.220 through 279B.235, and Federal 2 C.F.R including § 200.211; 200.213, 200.327; 200.333; 200.336; and Appendix II (A-F). These provisions are hereby incorporated into this Agreement by reference. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318. Contractor will provide services to County clients without regard for race, color, religion, disability or national origin in compliance with Title VI, Civil Rights Act, 1954 and the ADA.

Section 8. Indemnification. Contractor agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by Contractor pursuant to this Agreement.

Section 9. Insurance. Contractor, at Contractor's expense, shall obtain the following insurance coverage and keep such coverage in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

A. Workers' Compensation Insurance in compliance with statutory requirements;

B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;

C. RESERVED

D. Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The Commercial General Liability Insurance shall (i) name the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

Section 10. No Federal Obligation. The Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Section 11. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 12. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, gender, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 13. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the

remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 14. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. By execution of this Agreement, Contractor consents to the in personam jurisdiction of the Yamhill County Circuit Court.

Section 15. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 16. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 17. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

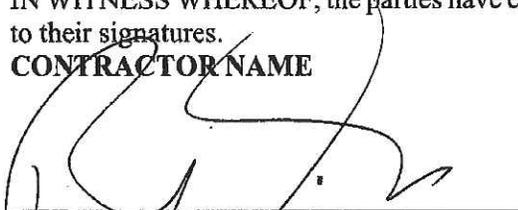
Section 18. Entire Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

Section 19. EXHIBITS and RECITALS. All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures.

CONTRACTOR NAME

YAMHILL COUNTY, OREGON


Oregon Curb Appeal

Tax ID No.: 352-58-2877



Cynthia Thompson

Yamhill County Transit Area Manager

Date: 6/12/21

Date: 6-10-21


Ken Huffer

Yamhill County Administrator

FORM APPROVED BY:


CHRISTIAN F. BOENISCH

County Counsel

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Date: 6/16/2021

Accepted by Yamhill County
Board of Commissioners on
5/27/21 by Board Order
21-197