

AGREEMENT FOR TRANSITIONAL SERVICES
Yamhill County Department of Community Justice
(Yamhill County and Remnant Initiatives)

THIS AGREEMENT ("Agreement") is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon (referred to as "County" in this Agreement) and **Remnant Initiatives**, an Oregon Domestic Nonprofit Corporation, PO Box 3292, Newberg OR 97132 – operating at 125 S. Elliott Road, Newberg OR 97132 (referred to as "Nonprofit" in this Agreement) for performance of transitional services with the County.

- A. County has funds available to retain a qualified provider to provide transitional services to offenders in County; and
- B. Nonprofit has the skills, experience and proper insurance coverage to provide transitional services to offenders in County; and
- C. County and Nonprofit desire to work together to have Nonprofit provide transitional services to male and female offenders in County and Nonprofit and County desire to enter into this Agreement for Nonprofit to perform the services described herein. NOW, THEREFORE,

AGREEMENT: In consideration of the mutual covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Nonprofit hereby agree as follows:

1. **Scope of work.** Nonprofit will perform those services identified in Exhibit A, which is attached hereto and incorporated herein by reference (the "Services"), to assist the County.
2. **Agreement performed at Nonprofit's expense.** Nonprofit will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Services. Nonprofit and County acknowledge and agree that Nonprofit may perform certain Services at County offices.
3. **Term and Renewal.** Nonprofit will commence providing the Services as soon as reasonably practicable after this Agreement is approved by County. The initial term of this Agreement is from July 1, 2019 to June 30, 2021. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein unless modified in a writing signed by both parties or terminated in accordance with Section 16 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.
4. **Compensation.** Nonprofit agrees to perform the Services as detailed in the Scope of Work in Exhibit A at the rate of \$1,000.00 per month. The County will not pay more than \$12,000.00 during any single one year term or renewal term for Services performed by

Nonprofit under this Agreement without a written change order signed by both parties. Payment will be made on a monthly basis within 15 days of County's receipt, review and approval of Nonprofit's invoice identifying the Services performed.

5. **Incorporation of statutory provisions required for public contracts.** Nonprofit certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279C.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.

6. **Workers' compensation.** Nonprofit, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

7. **Independent Contractor.** Nonprofit is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

a. Nonprofit will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Nonprofit.

b. As an independent contractor, Nonprofit acknowledges and agrees that Nonprofit is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Nonprofit include 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 insofar as any such benefits are otherwise required by law.

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

8. **Insurance.** Nonprofit, at its own expense, shall obtain the following insurance coverage and keep them 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 \$2,000,000 per occurrence for bodily injury and properly damage liability, with an annual aggregate limit of \$3,000,000;

c. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Nonprofit's vehicles, whether owned, hired, or non-owned, assigned to, or used by Nonprofit in connection with the Services;

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 Nonprofit 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.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

9. **Confidentiality**. Nonprofit acknowledges that Nonprofit may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, including alcohol and drug abuse treatment records, or (iv) information identified as confidential in a separate writing, that becomes available to Nonprofit in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Nonprofit's use of the Confidential Information are also deemed Confidential Information. Nonprofit agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Nonprofit uses in maintaining the confidentiality of Nonprofit's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Nonprofit agrees that, upon termination of this Agreement or at County's request, Nonprofit will turn over to County all documents, papers and other matter in Nonprofit's possession that embody Confidential Information.

10. **Rules and Regulations; Compliance with Laws**. County and Nonprofit shall comply with the rules and regulations of County, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to Nonprofit's performance of Services under this Agreement as they may be adopted, amended or repealed from time to

time. Nonprofit certifies, under penalty of perjury, that Nonprofit's Company is not in violation of any Oregon tax laws and further agrees that Nonprofit has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

11. **Status of the Project Supervisor.** Jessica Beach, Director of the Department of Community Justice shall be the project supervisor for County for this Agreement (the "Department Supervisor"). The Supervisor or her designee shall decide questions that arise in the execution of the Scope of Work. Jodi Hansen, Executive Director of Remnant Initiatives shall be the project supervisor for Nonprofit for this agreement (the "RI Supervisor")

12. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement, no contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work to which employment relates.

13. **Indemnification.** Nonprofit shall indemnify, defend and save harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, arising from the wrongful or negligent acts, errors or omissions of Nonprofit and those whom Nonprofit is legally liable under this Agreement.

14. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Nonprofit of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of County to thereafter enforce each and every provision.

15. **Ownership of documents.** All documents prepared or furnished by Nonprofit or its subcontractors, pursuant to this Agreement are instruments of service. As such, County shall retain ownership and property interest in all associated documents subject to Nonprofit's ability to make and retain copies of similar documents for information and reference. Any reuse by Nonprofit will require written authorization by the County. The County, in turn, agrees that any reuse by the County of any document prepared under this Agreement shall be at the County's own risk.

16. **Termination.** County or Nonprofit may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Additionally, either party may terminate this Agreement without cause on thirty (30) days written notice to the other party. The parties further agree that upon termination Nonprofit shall be paid for all its services and expenses incurred in the delivery of the Services up to the date of termination.

17. **Severability**. Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

18. **Dispute resolution through mediation and arbitration**. Any dispute between the parties to this Agreement shall be resolved according to the following process:

a. The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service, or its successor, in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

b. If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act. ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

19. **Attorney fees and costs**. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

20. **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 Nonprofit 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; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Nonprofit, BY EXECUTION OF THIS AGREEMENT NONPROFIT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This provision shall survive any termination of this Agreement.

21. **Subcontractors bound**. Nonprofit covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Nonprofit shall include any and all Subcontractor(s) ad infinitum.

22. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

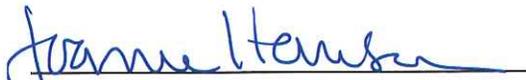
23. **Successors bound.** This Agreement may be assigned only with the written, mutual consent of the parties. If assigned, this Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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. NONPROFIT, 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 on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

REMNANT INITIATIVES

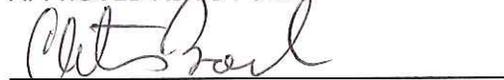

Joanne Hansen, Executive Director
Date: 11/25/2019
Federal Tax I.D. No. 82-2959236

YAMHILL COUNTY, OREGON


Mary Starrett, Chair
Date: 12/5/19


Jessica Beach, Director
Date: 11/26/19

APPROVED AS TO FORM:


County Counsel

Accepted by Yamhill County
Board of Commissioners on
12/5/19 by Board Order
19-482

Exhibit A – Scope of Work

Purpose: Improve successful reintegration of men and women returning to Yamhill County after incarceration by removing critical barriers to stability in early release and helping newly released Adults in Custody (AICs) build prosocial community over time.

Scope of Work: Remnant Initiatives (RI) shall provide pre-release planning and coordination services, and post-release reentry and mentoring services for male and female Adults in Custody releasing on Short Term Transitional Leave ("AIC/STTL") to the Yamhill County Department of Community Justice ("Department"). Pre-release services shall occur via phone calls with prospective AIC/STTL arranged by RI staff/volunteers with appropriate staff at any of the Oregon state prisons. Post-release services shall occur within the community as RI staff/volunteers interact regularly with AIC/STTL.

Department will provide RI with a list of AIC/STTL to be contacted for coordination of services, preferably six months prior to the expected STTL release date in order to deliver services as follows:

1. Coordinate and or provide transportation of newly released AIC/STTL from a prison or bus terminal located no more than 60 miles from the Yamhill County Public Safety Annex.
2. Provide release day assistance with obtaining a phone, clothing, SNAP, ID, medications, hygiene items and bus passes.
3. Support successful reintegration of AIC/STTL by employing the Oregon Accountability Model/Home for Good in Oregon "4R's" in all interactions with AIC/STTL. RI staff and volunteers will:
 - Role model positive prosocial thinking and behavior
 - Reinforce prosocial thinking and behavior demonstrated by AIC/STTL
 - Redirect thinking errors/behaviors demonstrated by AIC/STTL
 - Report criminal thinking errors/behaviors demonstrated by the AIC/STTL to his PO
4. Provide transitional and mentoring services for at least one and up to ten AIC/STTL at any given time.
5. Provide transitional and mentoring services for AIC/STTL for one year for those AIC/STTL who wish to continue in post-release mentoring after STTL is completed (usually within 90 to 120 days).
6. Assist AIC/STTL with coordinating and obtaining stable housing, employment/income, transportation, sobriety, prosocial community, healthcare, and critical documents (ID, Social Security Card, Driver's License, OHP, etc.).
7. Maintain records of RI staff/volunteer interactions with all AIC/STTL. Provide monthly reports to the Department. Monthly reports include the dates of meetings, calls, texts or other interactions with the AIC/STTL as well as meetings, calls, texts or other interactions with other nonprofits or government agencies involved in providing support to AIC/STTL as well as updated information about the status of AIC/STTL housing, employment/income, transportation, sobriety, prosocial community, healthcare, transportation, and critical documents acquisition.
8. RI staff/volunteers will meet with Department staff as requested and vice versa to ensure effective communication and coordination to support AIC/STTL successful reintegration.

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Exhibit "A"