

COMMUNITY SERVICE AGREEMENT

This Community Service Agreement (the "Agreement") is entered into this ____ day of _____, 20__ by and between **THE CITY OF ST. HELENS**, an Oregon municipal corporation (hereinafter "City"), and **COLUMBIA HUMANE SOCIETY**, an Oregon public benefit nonprofit corporation, (hereinafter "Society"), collectively, the "Parties".

RECITALS

A. The City of St. Helens Municipal Court offers performance of community service as a condition of criminal probation, as an alternative to imposition of fines, or debt reduction; and

B. Most community service referrals are to City Departments; however, the City has limited opportunities for community service and alternative providers are always in demand; and

C. Columbia Humane Society is a public benefit nonprofit corporation providing animal care and adoption services in Columbia County, Oregon; and

D. Columbia Humane Society desires to receive referrals of community service workers to assist in animal care and other maintenance functions at Columbia Humane Society facilities; and

E. Columbia Humane Society has offered to supervise and provide appropriate liability insurance and workers' compensation coverage for community service workers; and

F. City has previously contracted with Columbia Humane Society for such services and desires to recommence the referrals of community service workers to Columbia Humane Society, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **DURATION/EXTENSION.** This Agreement shall be effective upon the adoption and approval by City Council and shall terminate on June 30, 2026, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be extended in writing by mutual consent of both parties, under the same terms and conditions.

3. **CITY RESPONSIBILITIES, FUNCTIONS OR ACTIVITIES.**

- a. City agrees to refer appropriate community service workers through normal Municipal Court referrals. Notwithstanding this provision, referrals are within the sole discretion of the Municipal Court Judge.
- b. City will provide Columbia Humane Society with copies of any necessary paperwork required by City to accompany community service volunteers referred to Columbia Humane Society. The referral paperwork shall include Columbia Humane Society's contact information and due date for intake appointment and completion of community service hours. Workers shall sign the City's standard community service referral document indicating they are voluntarily donating labor, waiving all claims, and holding the City and Columbia Humane Society harmless for personal injury or property damage.
- c. City will cooperate with Columbia Humane Society to assure safe and appropriate community service tasks for community service workers.

4. **SOCIETY RESPONSIBILITIES, FUNCTIONS, OR ACTIVITIES.**

- a. Columbia Humane Society agrees to accept community service referrals from the City. Columbia Humane Society agrees to supervise community service workers, record hours, and report compliance and noncompliance to the Municipal Court Clerk.
- b. Columbia Humane Society will cooperate with City to assure safe and appropriate community service tasks for referred community service workers. No worker will be required to perform any task which is dangerous or for which the community service worker does not have appropriate training, experience, or qualifications, including appropriate immunizations. Columbia Humane Society reserves the right to terminate any community service worker who fails to abide by Columbia Humane Society's rules and directives when under Columbia Humane Society supervision.
- c. Columbia Humane Society will not permit a community service worker to commence volunteer work without the appropriate paperwork, as described in Section 3(b) of this Agreement, signed by the Municipal Court Judge. Columbia Humane Society may require community service workers to sign appropriate waivers and releases, as Columbia Humane Society deems appropriate.
- d. Columbia Humane Society shall carry, maintain and keep in full force and effect a Commercial General Liability Insurance policy with a

combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for Bodily Injury and Property Damage. The policy shall name the City, its officers, agents, employees, and volunteers as additional insureds. Society shall ensure there is no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days' prior written notice to City.

- e. Columbia Humane Society shall keep the City informed as to problems with any community service workers and will not, under any circumstances, excuse noncompliance with Municipal Court-ordered community service hours.

5. **PAYMENT.** This Agreement does not involve the payment of money from either party to the other. Each party shall be solely responsible for the costs of this Agreement, including insurance costs.

6. **REVENUE.** This Agreement does not involve the receipt of revenue which must be apportioned between the parties. Each party shall be solely responsible for revenue, if any, received.

7. **PERSONNEL.** City employees will not be transferred or loaned to the Columbia Humane Society to effectuate this Agreement. Only the public benefit of community service labor is being provided under this Agreement. If Columbia Humane Society does not have sufficient manpower to fulfill the obligations of this Agreement Columbia Humane Society shall notify the City immediately. Nothing herein shall be interpreted as making community service workers referred under this Agreement employees of the City of St. Helens or of the Columbia Humane Society. Community service workers are volunteers.

8. **TERMINATION.** All or part of this Agreement may be terminated by mutual consent by both parties, or by either party, at any time, upon thirty (30) days prior written notice to the other party. Failure to maintain appropriate insurance is deemed a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of such a material breach, either party may terminate immediately upon written notice to the other party.

9. **HOLD HARMLESS.** The Columbia Humane Society shall hold harmless, indemnify, and defend City, its officers, agents, and employees (the "Indemnified Parties") from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the community service work described in this Agreement, except liability arising out of the sole negligence of the Indemnified Parties. Such indemnification shall also cover claims brought against City

under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

10. **NONDISCRIMINATION.** City and Columbia Humane Society shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other protected class. City and Society shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.403, ORS 659A.406, and all regulations and administrative rules established pursuant to those laws.

11. **METHOD AND PLACE OF GIVING NOTICE.** All notices shall be made in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, or (c) by delivery to an independent third-party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; and notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service. Any Party may designate a different address by giving notice to the other Party delivered in accordance with the provisions of this paragraph. Notices should be addressed as follows:

City: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens, Oregon 97051
Phone: 503-397-6272

Society: Shelter Manager
Columbia Humane Society
2084 Oregon Street
St. Helens OR 97051

12. **ASSIGNMENT.** Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

15. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents it has obtained all necessary approvals, consents, and authorizations to enter into this Agreement and to perform the duties stated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth below.

Dated this _____ day of _____, 20__.

COLUMBIA HUMANE SOCIETY

By: Rosa Beyer
President, Board of Directors

By: Rosa Beyer
Shelter Manager

CITY OF ST. HELENS

Authorized by the City Council on _____

By: _____
Mayor Rick Scholl

Attested by:

Kathy Payne, City Recorder