

## PERSONAL SERVICES AGREEMENT FOR NONPROFIT ORGANIZATION TECHNICAL ASSISTANCE SERVICES

GILLIAM COUNTY (County), and {NAME} (Consultant) hereby enter into an agreement for the provision of personal services in accordance with Consultant's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Consultant agrees to comply with each:

- (1) Exhibit A – Consultant Proposal and Rate Schedule
- (2) Exhibit B – Oregon Public Contracting Requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, then B.

1. Term. The term of this Agreement shall extend from April 30, 2024 to December 31, 2026.
2. Scope of Work. Consultant agrees to perform during the term of this Agreement, the following services:
  - 2.1 Generally, Consultant shall provide technical assistance services associated with capacity building, as specified in the attached Exhibit A, to eleven organizations in Gilliam County, to be paid for with County funds.
  - 2.2 Consultant shall not perform and County shall not pay for Consultant's services which are outside the work described in this Section 2, unless County provides prior written consent for such work.
3. Compensation.
  - 3.1 Compensation. For the services described and performed by Consultant, the County agrees to pay, and the Consultant agrees to accept, compensation in the maximum **not to exceed** amount of \${AMOUNT}.
  - 3.2 Invoices. Invoices for Consultant's services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit A. These amounts shall be billed to the County in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the 10th day of each month for all services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at County's request.
  - 3.3 Payments.
    - (A) County will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, County shall pay the invoice amount in full within thirty (30) days of invoice date.

(B) If County fails to make any payment due Consultant for services and expenses within thirty (30) days of the date on Consultant's invoice therefore, late fees will be added to amounts due Consultant at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to County, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) County shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. County shall not reimburse for any expense, unless Consultant first obtains County's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the County.

5. County Responsibilities.

5.1 In addition to County's payment obligations, as set forth in Section 3.3 above, County shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.

6. Termination.

6.1 Termination for Convenience. This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, County may terminate all or part of this Agreement upon determining that termination is in the best interest of County by giving sixty (60) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant.

Upon termination under this Section, Consultant shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) County has against Consultant. Pursuant to this Section, Consultant shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Consultant. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

6.2. Termination for Cause. County may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by County, under any of the following conditions:

(A) If County funding is not obtained or continued at levels sufficient to justify monthly payments in the Agreement amounts. The Agreement may be modified to accommodate such a reduction in revenue.

(B) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

(C) If any license or certificate required by law, regulation, or this Agreement to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

6.3. Termination for Default.

(A) If the County fails to perform in the manner called for in this Agreement or if the County fails to comply with any other provisions of the Agreement, the Consultant may terminate this Agreement for default after giving the County the notice and opportunity to cure required by this Section. Prior to termination for default, the Consultant must give the County written notice of the breach and of the Consultant's intent to terminate. If the County has not entirely cured the breach within thirty (30) days of the date of the notice, then the Consultant may terminate the Agreement at any time thereafter by giving the County a written notice of termination.

(B) If the Consultant fails to perform in the manner called for in this Agreement or if the Consultant fails to comply with any other provisions of the Agreement, the County may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant shall be paid the Agreement price only for services performed in accordance with the manner of performance as set forth in this Agreement.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Consultant will continue to perform services to the date agreed upon as the termination date.

8. Standard of Care. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the services required under this Agreement without undue delay and without additional costs.

9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:

9.1 If terminated under Section 6.3 by County due to a breach by Consultant, County may complete the work either itself, by agreement with another consultant, or by a combination thereof. If the cost of completing the work exceeds the compensation to Consultant as provided under this Agreement, then Consultant shall pay to County the amount of the reasonable excess.

9.2 In addition to the above remedies for a breach by Consultant, County also shall be entitled to any other equitable and legal remedies that are available.

9.3 If County breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Consultant is entitled.

9.4 County shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.

10. Confidentiality. Consultant shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Consultant shall require similar agreements from any Consultant subcontractors to maintain the confidentiality of County information.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

COUNTY:

Gilliam County Court  
PO Box 427  
Condon, OR 97823

CONSULTANT:

CONTACT  
FIRM  
ADDRESS  
CITY, OR 97XXX

12. Insurance. Consultant shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

12.1 General Commercial liability insurance -- \$2,000,000 aggregate

12.2 Professional Liability/Errors and Omissions - \$500,000

12.3 Automobile Liability - \$500,000

12.2 Workers' Compensation insurance -- \$1,000,000

Consultant shall: (a) provide the County with a copy of a current Certificate of Insurance with the coverages listed above; (b) include County as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Consultant insurance policy); and (c) provide County with 30-day notice prior to cancellation.

13. Indemnity. To the extent permitted by law, Consultant shall protect, defend, indemnify and hold the County harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Consultant's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of County.

14. Force Majeure. Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.
15. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While County reserves the right to set various schedules and evaluate the quality of Consultant's completed work, County cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under this Agreement and will not have any amounts withheld by County to cover Consultant's tax obligations. Consultant is not eligible for any County fringe benefit plans. It is recognized that Consultant may or will be performing work during the term for other parties and that County is not the exclusive user of the services that Consultant provides.
16. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
17. No Benefits. Consultant will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
18. PERS. Consultant is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
19. Assignment. Consultant shall not assign or subcontract any of its obligations under this Agreement without COUNTY's prior written consent, which may be granted or withheld in County's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement. County's consent to any assignment or subcontract shall not release Consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and County shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
20. Public Contracting Requirements. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit B.
21. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.

22. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Gilliam County Circuit Court, Gilliam County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
23. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of County, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Gilliam County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
24. Continuation During Disputes. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute and County shall make payments as required by the Agreement for undisputed portions of work.
25. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for County to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Consultant agrees to pay County's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
26. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
27. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the services described in Exhibit A. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Signatures. This Agreement is not effective unless and until it is approved, signed, and dated by an authorized representative of each party.

GILLIAM COUNTY

FIRM

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By: Elizabeth Farrar Campbell

By: NAME

Title: County Judge

Title: TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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