

**Memorandum of Agreement
Relating to
Klamath Works Mattress Removal**

I. Parties:

The parties to this agreement are Klamath County (County) Solid Waste Division, a political subdivision of the state of Oregon, with its primary office located at 305 Main Street, Klamath Falls, Oregon, 97601 and Klamath Works, an Oregon Domestic Non-Profit, with its office located at 1930 South 6th Street, Klamath Falls, Oregon, 97601.

II. Term of the Agreement:

This agreement will become effective April 1, 2021 and will expire March 31, 2022, unless terminated earlier pursuant to section V below. No future renewals are available. The amount shall not exceed \$50,000 during the term of this MOA. A party may terminate the agreement by providing the other party with ten (10) days prior written notice of the intent to terminate.

III. Agreements:

1. The County agrees to the following:
 - a. The County hereby retains the services of Klamath Works for the removal of mattresses from the Klamath County Landfill.
 - b. For services provided, Klamath Works shall be compensated at the rate of \$10.00 per mattress.
2. Klamath Works agrees to the following:
 - a. Klamath Works will exchange information, practices, procedures, and scheduling with a Klamath County Solid Waste (KCSW) representative to ensure a continued reliable service by confirmed phone call (no text) or email.
 - b. KCSW reserves the right to scheduling; the initial schedule shall be Monday through Friday at 1:00 p.m. and is subject to change as needed. Changes to the schedule will commence after notification is affirmed as received by Klamath Works.
 - c. Scheduling will be designed so as to limit interruption of Landfill operations.
 - d. Klamath Works is to notify KCSW at a minimum of one hour before scheduled removal of any delays or intentions of non-attendance.
 - e. Selection of mattresses for removal by Klamath Works will be determined by KCSW and will be placed in a designated location for Klamath Works.
 - f. Klamath Works will utilize Landfill scales to record number of mattresses. Klamath Works will invoice KCSW monthly with the number of mattresses indicated on the Scale

tickets provided at the Landfill Scales. Please remit invoices to: Klamath County Solid Waste Division 305 Main Street, Klamath Falls, OR 97601 ATTN: Errane Baker

- g. A storage limit not to exceed twenty mattresses will be in effect for any given 24 hour period.
- g. Access to restricted Landfill areas by Klamath Works is prohibited.
- h. Klamath Works will observe KCSW directives as outlined in the Human Resources Policy and Procedure Manual and the Safety Manual.
- i. Klamath Works certifies, represents, and warrants that it is an independent contractor of the County under all applicable state and federal law. Klamath Works is not an “officer,” “employee,” or “agent” of the County as those terms are defined in ORS 30.265. Klamath Works is solely responsible for the payment of its own withholding, and any other applicable federal or state taxes and/or benefits.

3. The County and Klamath Works mutually agree:

- a. Neither party will assign all or any part of its interest in this Agreement without the prior written consent of the other party. Neither party will sub-contract all or any part of its duties under this Agreement without the prior written consent of the other party.
- b. There is no guarantee of any specific results from the services described herein.

IV. Indemnity:

- 1. To the extent permitted by Article XI, Sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, ORS 30.260 to 30.300, Klamath Works shall defend, indemnify and save Klamath County, its officers, agents, and employees harmless from any and all claims, actions, costs or damages arising from this memorandum of understanding.

V. Termination:

- 1. If a Party fails to comply with any of its obligations under this MOA (“Default”), the other Party shall give ten (10) days written notice of such Default to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of such notice of Default to cure such Default (provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within such thirty (30) day period and shall continuously and diligently complete such cure as soon as is reasonably possible thereafter). If such Default is not cured to the satisfaction of the non-defaulting Party within the applicable cure period, the non-defaulting Party may terminate this MOA by giving written notice to the defaulting Party.

VI. Attorney Fees:

1. In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees costs and related expenses.

VII. Insurance:

1. Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.
2. Contractor shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.
3. Contractor shall endorse the Contractor General Liability (CGL) to include Klamath County as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
4. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the Contractor or its insurer(s) to the County.
5. Contractor’s insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. Contractor’s insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
6. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
7. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the contractor or his subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the contractor shall ensure that proper coverage is purchased and maintained.
8. Contractor and all Subcontractors shall endorse the Worker’s Compensation coverage to provide a “waiver of subrogation” in favor of Klamath County when available.

9. Klamath County will waive the required Worker's Compensation (WC) coverage if the Contractor submits a letter, on official letter head, stating they agree that they will obtain WC coverage immediately upon utilizing volunteers or hiring any employees during the period of the contract.
 10. Klamath County will waive the required Auto Liability coverage if the Contractor submits a letter, on official letter head, stating absolutely no driving will be done related to the contract and that they will obtain Auto Liability coverage in advance if they travel in any way in support of the contract, i.e. training our staff, meetings to implement, etc.
 11. Contractor shall ensure that the County is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.
- ❖ Public Contracts: This type of contract is used for the purchase of goods and services such as landscaping, light construction (building a fence), right-of-way work, Individual Sidewalk/guardrail/utility/culvert repairs or installation (with a total contract cost of less than \$50,000.00), water or sewer repair, a new copier etc.
- a. Contracts should have the following:
 - General Liability
 - Each Occurrence \$2,000,000
 - Aggregate \$4,000,000
 - Product and Completed Operations \$2,000,000
 - Personal/Advertising Injury \$2,000,000
 - Auto Liability
 - Combined Single \$1,000,000
 - Pollution, If Applicable
 - Each Occurrence \$2,000,000
 - Aggregate \$4,000,000
 - Workers' Compensation
 - Statutory Limits
 - Employers Liability
 - \$500,000
 - Professional Liability, If Applicable
 - Errors/Omission \$2,000,000

Dated this ___ day of _____, 2021.

KLAMATH COUNTY BOARD OF COMMISSIONERS:

Chair

Commissioner

Commissioner

KLAMATH WORKS:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Marcus M. Henderson
Klamath County Counsel