

REQUEST FOR PROPOSALS

ORS 279B.070

CROOK COUNTY TOWING CONTRACTS

BACKGROUND: This is a Request for Proposals (RFP), pursuant to the rules under ORS 279B.070 and Crook County Code 3.12.060 (intermediate procurement of services), for furnishing towing and vehicle storage services upon request of the Crook County Sheriff's Office.

Scope of Work: Contractors will provide full scale towing and recovery services, including impoundment and storage of vehicles and motorcycles of all sizes. Contractors must be able to respond twenty-four hours a day, every day of the year. Services will include the following:

- Light Duty Towing (cars, motorcycles, pickups without campers).
- Medium Duty Towing (pickups with campers and vehicles between 1 and 2 tons).
- Roll Bed Towing (including any additional fees).
- After Hours Towing (outside of regular business hours: M-F, 8:00 a.m.-5:00 p.m.)
- Storage.
- Recovery Costs.
- Dispatch Fees.

Other Services: For other services not specified, but subsequently requested by the County, an amount shall be negotiated at the time each service is requested.

RESOURCE MATERIALS:

Questions about the Request for Proposal (RFP) and the Selection Process should be directed to:

Eric Blaine
Crook County Counsel
e-mail: eric.blaine@CrookCountyOR.gov

ADMINISTRATIVE ISSUES:

1. Format of the Request for Proposal submittal.

Provide 1 original proposal in accordance with the format specified below. Proposals will be limited to 8½" x 11" page size.

2. Delivery of Proposals.

Proposals will be received by the County at 203 N.E. Court Street, Prineville, OR 97754 until **5:00 PM on Friday, May 30, 2025**, at which time the proposals will be publicly opened. Responses to this RFP may be submitted in the following methods:

- Mailed in a sealed envelope, addressed to: RFP – Towing Services, Attn: County Counsel, 300 NE 3rd Street, Prineville, OR 97754.
- Via email to: alex.solterbeck@crookcountyor.gov.
- Via hand delivery in a sealed envelope, marked "RFP – Towing Services," delivered to 203 NE Court Street, Prineville, OR 97754.

Any proposals received after that time will only be considered if no other responsive proposals are received on or before the deadline. *Postmarks will not be used as the basis for determining timely delivery.* Electronic submittals will be deemed received on the date and time displayed on the designated County in-box, not the date and time when shown to have been sent. The County anticipates that the selection and award for the proposed contracts will be made no later than Wednesday, June 18, 2025.

3. Rights and Obligations of the County

All proposals shall become the property of the County and will not be returned to the sender.

This RFP does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or contract for any services or supplies. The County reserves the right to accept or reject any or all responses to this RFP, to request proposals from any, all, or no firms, or to delay or cancel in part or in its entirety this RFP if it is in the best interests of the County. Responses to this RFP are entirely voluntary and made with this knowledge.

The County reserves the following rights:

- To issue addenda to this RFP.

- To determine what constitutes a minor informality, and to waive such minor informalities.
- To request additional information or clarification.
- To permit the timely correction of errors.
- To withdraw this RFP, before or after any bids are opened
- To extend the time to submit responses under this RFP.
- To take whatever action the County deems best.
- To reject any all bids not in compliance with public contracting procedures and requirements.
- To reject for good cause any proposal upon a finding that it is in the public interest to do so.
- To select the bidder(s) who, in the judgment of the County, offer the best value to the County.
- To waive any inconsistencies or discrepancies in the RFP if the County determines it is in the best interests of the County to do so.

Award: A rolling, **nonexclusive** service contract will be awarded to the company or companies whose proposals are accepted. Successful bidders will execute a contract substantially similar to the Service Contract which is attached hereto as Exhibit A.

Rolling Admission: Firms may be added to the non-preference rotation at any time, by compliance with the provisions of this RFP, as the dates may be updated from time to time.

Contractor Qualifications and Requirements

- 1) Contractor must have an established place of business with an office area accessible to the public without entering the storage area. The storage area must be secure, sight-obstructed, located in Crook County and comply with all applicable zoning regulations. The company name and contact phone number must be clearly displayed and visible to the public at the place of business.
- 2) Each company must be licensed as a separate legal entity, registered with the Oregon Secretary of State's office.
- 3) The proposal must include a certificate of insurance at the levels described in Section 3.4 of the Services Contract. Prior to execution of the Contract, each Contractor must provide updated copies of the insurance certificate including the complete statement that "Crook County is an additional insured" and listing the County administration's address (300 NE Third Street, Prineville, OR 97754).
- 4) Contractor must have a minimum of three (3) years of documented experience in the towing industry, either as a business owner and/or a tow vehicle driver for a tow business.

- 5) All company's tow trucks must display the tow business's name and telephone number permanently affixed or painted on both sides of the vehicle with lettering at least two inches in height with one-half in stroke and in color that is in contrast with the tow truck's color.
- 6) Contractor must have personnel who can be contacted during regular business hours to release impounded vehicles within thirty minutes.
- 7) Contractor must be able to respond to a tow site within ten miles of the City of Prineville within thirty minutes of receiving a request; and within a reasonable time to locations outside of 10 miles of the City of Prineville.
- 8) Each of Contractor's tow vehicles must be equipped with a two-way radio or a cellular phone capable of direct communication with the company's dispatch service in all areas of the County, unless that portion of the County does not receive cellular phone or two-way radio coverage, such areas being designated by Contractor and approved in writing by the County.
- 9) Contractor must comply with the Oregon State Police mandatory equipment standards for tow trucks and safety related requirements as identified in Oregon Administrative Rules 257-050-0200 and other applicable laws.
- 10) [RESERVED]
- 11) Contractors called upon by Crook County to conduct towing or storage services must reflect the highest standards of professionalism. Tow businesses that, through their conduct, abuse the tow system or the integrity, trust or security of Crook County shall be removed from the tow rotation.

PROPOSAL FORMAT

1. **Cover Letter** – This section should contain the name and address of the proposing company and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions. The cover letter must be signed by an officer authorized to bind the company and must include a statement that the company currently meets or will be able to meet the qualifications and requirements stated in this RFP. *1 page maximum.*
2. **Company History** – Describe in this section the history of your company up to the present. *1 page maximum.*
3. **Scope of Existing Operations** – Describe in this section the specific service areas where you provide emergency towing services, areas where you provide back-up emergency towing service, areas or companies where you provide non-

emergency towing services, and any other service that your company provides. *3 page maximum.*

4. Contractor Personnel – Describe in this section the existing number of drivers, support, and office personnel currently employed by your company. Results of a recent (within the last six months from the solicitation response due date) drug-screening test for all drivers shall be submitted along with the proposal.

5. Contractor Vehicles – Include a statement that the bidder will maintain sufficient number of towing vehicles to provide the specified services.

6. Cost Proposal – Provide a rate schedule to be charged to vehicle owners for all services identified in this RFP. NOTE: Crook County will not be responsible for fees for service unless the County asks as part of criminal investigation functions that any vehicle be towed to the County-designated storage facility.

7. Insurance Certificate – Contractors shall furnish a complete set of Insurance Certificates that shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits and termination provisions shown in Section 3.4 of the Contract. The successful contractor(s) will be required to update this coverage and maintain the amount and types of insurance as stated in this RFP.

8. [RESERVED]

9. Concluding Remarks – This section should contain any additional elaboration regarding philosophy, Contractor's advantages, or other items of information that the contractor feels important to convey a clear understanding of the proposed towing and storage services for Crook County. This section should include discussion of any special areas of towing expertise or specialized towing equipment. *1 page maximum.*

EXHIBIT A SERVICE CONTRACT

This Contract, made and entered into by and between Crook County, a political subdivision of the State of Oregon, by and through its Sheriff's Office, (hereinafter referred to as "County,") and _____, Federal Tax Identification Number ____-_____, (hereinafter referred to as "Contractor.")

RECITALS

To further the Crook County Sheriff's Office's interest in the prompt and orderly removal of disabled or abandoned vehicles from the roadways of Crook County, the Sheriff's Office has established a non-preference tow program. The program, in part, consists of a non-preference tow rotational list comprised of listed tow businesses. The non-preference tow rotational list is not a guarantee of business to the towing industry by the Sheriff's Office. Listed tow businesses participating in the non-preference tow rotational list understand that they may be called upon to conduct vehicle tows at the operational need of the Sheriff's Office. A listed tow business participating in the non-preference tow program must understand that participation is a privilege and not a right.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date. This Contract is effective _____.
2. Duration. This Contract continues in full force and effect unless terminated according to the provisions of this Contract.
3. Contractor's Services.
 - 3.1 Contractor agrees to provide towing and vehicle storage in accordance with this Contract and all documents attached hereto and by this reference incorporated herein. Failure of Contractor to comply with any of the requirements of this Contract shall constitute a default of this Contract warranting an immediate termination of this Contract by County.
 - 3.1.1 Contractor must be able to respond to a tow site within 10 miles of the City of Prineville within thirty minutes of receiving a request; and within a reasonable time to locations outside of 10 miles of the City of Prineville. Contractor will provide an estimated response time to the Crook County Sheriff's Office at the time the Sheriff's Office requests towing service.

3.1.2 In the event of inclement or other adverse weather conditions, the Crook County Sheriff's Office may extend such timeframes.

3.2 Upon request, Contractor shall provide the Sheriff's Office with: (a) a current list of all drivers' names and Oregon drivers' license numbers, and (b) the results of a drug-screening test for each driver. The drug test results must not be older than six months from the date of the request.

3.3 The County may contract directly with the companies on the non-preference list to assist with roadway clearance in times of roadway incidents, natural disaster, weather-related events, or any public safety need. In these instances, a fee may be imposed and charged to the County according to the contract, and the towing rotation may or may not be consulted.

3.4 Contractor shall maintain current insurance satisfactory to County naming County, its agents, employees, and elected officials as additional insured. The limits of the insurance are:

(a) General Liability insurance coverage of not less than \$1,000,000, with bodily injury per occurrence of not less than \$2,000,000 aggregate, or the minimum required by the Federal Motor Carrier Regulations, or the ODOT, whichever is greater, for liability, bodily injury and property damage per occurrence;

(b) Garage keeper's legal liability insurance, for care, custody, and control of towed vehicles, per occurrence with no exclusions for on-hook coverage in the amounts of at least the following for each class:

(i) Class A -- \$100,000;

(ii) Class B -- \$200,000;

(iii) Class C -- \$250,000;

(iv) Class D-A or Other Equipment under this classification -- \$100,000;

(v) Class D-B or Other Equipment under this classification -- \$150,000;

(vi) Class D-C or Other Equipment under this classification -- \$250,000.

(c) Insurance to protect against vehicle damage including, but not limited to fire and theft, from the time a vehicle comes into custody, and control of the tow business, throughout the recovery, and until that vehicle is reclaimed or sold.

(d) Insurance for cargo transported in the amount of at least:

(i) Class A -- \$100,000;

(ii) Class B -- \$150,000;

(iii) Class C -- \$250,000;

(iv) Class D-A -- or Other Equipment under this classification -- \$100,000;

(v) Class D-B -- or Other Equipment under this classification -- \$150,000;

(vi) Class D-C -- or Other Equipment under this classification -- \$250,000.

Nothing in this section 3.4 will relieve Contractor from maintaining insurance in the amounts and providing coverage of the type for motor carriers in ORS Chapter 825 if the amounts exceed, or coverage is different from, that required by this section.

All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Prior written authorization from Crook County is required for any policy written on a "claims made" basis.

Contractor shall immediately notify County if any insurance coverage required by this Contract will be canceled, not renewed, or modified in any way. Thirty-day (30) cancellation notice is required on all policies.

County reserves the right to require complete, certified copies of all required insurance policies at any time. Failure to provide any such copy is grounds for immediate termination by County.

3.5 Contractor shall comply with the Oregon State Police Mandatory Equipment Standards for Tow Trucks/Safety Related Requirements, OAR 257-050-0200. Contractor shall allow inspection by the Sheriff's Office of Contractor's equipment annually or upon reasonable suspicion of any violations of the law or this Contract.

3.6 Contractor shall maintain on at least an annual basis training in compliance with OAR 257-050-0070(2)(c), (2)(d), and (2)(e).

- 3.7 Contractor shall inform the County of any felony convictions or misdemeanor convictions, and any traffic violations of any kind, as may be experienced by any driver eligible to operate under this Contract. It is specifically acknowledged that the County may terminate this Contract if, in its sole discretion, such convictions present a danger to the general public or may jeopardize the public's trust.
- 3.8 Contractor will not release any impounded vehicle unless presented with a written authorization, stamped by the Crook County Sheriff's Office, permitting an individual to receive the impounded vehicle. No vehicle will be released without such written release authorization from the Sheriff's Office.
- 3.9 In addition, Contractor shall also:
- 3.9.1 Obey all laws.
 - 3.9.2 Ensure that all Contractors' drivers possess and maintain a current valid Oregon Drivers License in the proper class for the vehicle operated. Any changes in Contractors' drivers' status shall be reported to the Sheriff's Office promptly.
 - 3.9.3 Accept delivery of vehicles.
 - 3.9.4 Provide secure storage of all impounded vehicles as the Sheriff's Office may specifically designate. Secured storage is defined as a lot surrounded by a six-foot chain link fence with barbed wire on top and with a locked gate. The name of the business and phone number must be clearly marked at the location.
 - 3.9.5 Maintain an office that allows the public to pick up their vehicles anytime between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
 - 3.9.6 Make every reasonable effort to minimize damage to the vehicle being towed and stored at Contractor's place of business.
 - 3.9.7 Immediately release impounded vehicles to the appropriate party upon authorization of the Sheriff's Office and after receipt of the towing and storage fees.
 - 3.9.8 Promptly provide towing of impounded vehicles from Contractor's yard to County yard upon County request.

3.9.9 Maintain itemized records that list the vehicle, the date impounded, case number, last name of vehicle owner, total bill, and who paid the bill, for a period of three years from the date of the tow or as otherwise required by law, and provide such records to County upon request.

3.9.10 Store impounded vehicles in the Prineville, Oregon area, and maintain personnel who release towed vehicles in accordance with ORS 98.858.

3.9.11 Comply with all requirements listed in the County's Request for Proposals, the terms of which are incorporated into and made a part hereof.

3.9.12 Contractor will maintain all of the following business records related to the non-preference rotation tows. These records may either be in paper or electronic form, and must be maintained at each place of business for a period of not less than three (3) years:

3.9.12.1 The towed vehicle's state issued license plate number.

3.9.12.2 The make, model, color, and (if reasonably identifiable or ascertainable) year of the towed vehicle.

3.9.12.3 The vehicle identification number (VIN) of the towed vehicle;

3.9.12.4 The location the vehicle was towed from.

3.9.12.5 The location to where the vehicle was towed to.

3.9.12.6 The full name of the truck driver who performed the tow.

3.9.12.7 The reasons for the tow or related services provided.

3.9.12.8 The time and date of the tow or other service, including vehicle storage dates, as were performed.

3.9.12.9 Complete invoices for all non-preference tows.

4 Mutual Understandings. Contractor and County acknowledge that this is a non-exclusive agreement. Contractor's name shall be placed on a list of towing companies to be utilized by County as needed. Contractor shall receive calls on a rotating basis along with other towing companies on the list.

4.1 Contractor and County agree that when Contractor or Contractor's answering service receives a call for service from dispatch, Contractor shall inform dispatch whether an appropriate vehicle is available. If Contractor cannot be reached, does not have an

appropriate vehicle immediately available, or does not know if one is available, dispatcher shall call the next tower on the list. If Contractor is unavailable or unable to respond when called on three (3) or more consecutive calls for service, County may, at its discretion, remove Contractor from the list of utilized towing companies, with or without notice to Contractor.

- 4.2 Contractor shall call non-emergency dispatch at (541) 447-6398, if, after accepting a call, they cannot arrive within 30 minutes within ten miles of the boundaries of the City of Prineville, or cannot arrive within a reasonable time to the location outside of ten miles of the City of Prineville. Failure to call non-emergency dispatch or be at the service location within such time may mean that the Contractor may be passed over when it is their next rotation time at the option of County. If Contractor fails to call non-emergency dispatch or be at a service location within the specified time on two (2) or more consecutive occasions, County may, at its discretion, remove Contractor from the list of utilized towing companies, with or without notice to Contractor.
- 4.3 Contractor and County agree that the towing list will be used on an as-needed basis and does not guarantee Contractor any minimum number of towing jobs. County will attempt to assign basic non-preference towing assignments on a rotational basis, but County does not guarantee that all towing assignments will be in exact rotational order, or that all towing companies on the list will receive the same number of towing assignments.
- 4.4 Certain towing jobs may require, for performance to County's satisfaction, specialized vehicles, services, or equipment. In the event that County determines in its sole and absolute discretion that such specialized services are required under the circumstances, County may select whatever towing company it believes would best perform the required services, and the towing rotation list will not be taken into account.
- 4.5 In the event of an emergency where County requires an immediate response from a towing company, the towing list will not be taken into account and County shall select any company that, in County's sole judgment, would provide the best response.
- 4.6 At the discretion of the Sheriff, the County may disqualify a tow driver from operating any tow vehicle on behalf of a listed tow business and may disqualify a tow driver from participating in any way in the towing of vehicles for a listed tow business under the County's non-preference tow program for any of the following reasons:

4.6.1 The tow driver has any of the following convictions:

4.6.1.1 If a listed tow business, an applicant tow business, or a manager or principle of a listed tow business has been convicted of an Oregon felony offense, or an offense in another United States court equivalent to an Oregon felony offense, within fifteen (15) years preceding the date the application for non-preference tow certification is received by the Sheriff's Office, or any time after non-preference tow certification has been granted.

4.6.2 The tow driver has been convicted of five (5) or more traffic crimes, including an offense in another United States court that is equivalent to an Oregon traffic crime, within the preceding fifteen (15) years.

4.6.3 A listed tow business that employs a driver with a conviction described in 4.6.1 remains eligible to participate in the County's non-preference tow program. However, the listed tow business shall not permit the driver employee to participate in any towing of vehicles related to a non-preference tow.

4.6.4 When a listed tow businesses, applicant tow businesses, or a manager or principal of a listed tow businesses or applicant tow businesses become aware that a driver who previously qualified to participate in non-preference tows has become ineligible under this Contract, Contractor's business manager or principal must immediately notify the Crook County Sheriff's Office by emailing to ccsoweb@CrookCounty.mail.onmicrosoft.com and provide the following information:

4.6.4.1 The ineligible driver's name; and

4.6.4.2 The ineligible driver's date of birth; and

4.6.4.3 The reason the driver is ineligible.

5 Consideration. Fees collected and consideration received by Contractor shall be in accordance with the terms of the Request for Proposals, attached hereto and by this reference incorporated herein, and amounts paid pursuant to ORS 809.700(6) (selling of abandoned vehicles).

- 6 Termination. This Contract may be terminated as set out under the provisions of this Contract, or by County or Contractor upon thirty (30) days written notice to the other party.
- 7 Rolling Eligibility: It is acknowledged that the County may issue updated requests for proposal substantially similar to the request for proposals that produced this Contract on such timing and in the manner as the County in its discretion may choose. Qualified firms may be added into the towing rotation at any time, upon full execution of a contract. Contractor may enquire with the Crook County Sheriff's Office during working hours to ascertain how many firms are currently included in the rotation.
- 8 No Delegation. Contractor shall not delegate the responsibility for providing services hereunder to any other individual or entity unless the Contractor receives prior written approval of the County, which County may withhold in its sole and absolute discretion. Approval by the County of a subcontractor shall not result in any obligation to the County in addition to or different from the terms of this Contract. Any subcontracts which the County may authorize shall contain all requirements of this Contract, and the Contractor shall be responsible for the performance of the subcontractor.
- 9 Access to Records.
 - 9.1 Contractor agrees to permit County reasonable access to its books, records and other documents relating to this Contract and to retain all books, records, and other documents relevant to this Contract for three years after final payment is made under this Contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
 - 9.2 The County, the State of Oregon, the Federal Government, and/or their duly authorized representatives, shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
- 10 Contractor will maintain a storage facility which meets all of the following requirements:
 - 10.1 The storage facility is fenced around the outside and the fencing which complies with all zoning rules and regulations;

- 10.2 The fencing is made of a woven wire composition normally referred to as "cyclone fencing-chain link fencing," made of a solid material, such as wood or concrete block, or is a permanent natural barrier which prevents access and unauthorized entry to the storage facility;
- 10.3 The fencing is at least 6 feet in height;
- 10.4 The fencing is topped by at least three (3) strands of tightly strung barbed or razor wire.
- 11 Contractor Certification. By the execution of this Contract, Contractor certifies, under penalty of perjury that:
- 11.1 To the best of the Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).
- 11.2 Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
- 11.3 Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract.
- 11.4 The terms of ORS 822.605, regarding false swearing relating to regulation of vehicle related businesses, are specifically incorporated into this Contract, and that no such false statement has been made.
- 12 Independent Contractor. Contractor is engaged hereby as an independent contractor. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract. Contractor shall be exclusively responsible with respect to Contractor's employees for providing employment related benefits and deductions that are required by law, including, but not limited to, federal and state income tax deductions, workers compensation and retirement contributions. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Contractor will not be eligible for any benefits from these contract paid payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
- 13 Constraints. Pursuant to the requirements of ORS 279B.220 and other applicable law, the following terms and conditions are made a part of this Contract.
- 13.1 Contractor shall:

- 13.1.1 Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - 13.1.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract.
 - 13.1.3 Shall not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 13.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 13.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- 13.3 Pursuant to ORS 279B.235, employees of Contractor may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
- 13.3.1 For either (a) all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - 13.3.2 For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
 - 13.3.3 Contractor will give notice in writing to employees, either at the time of hire or before commencement of work, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - 13.3.4 Contractor will ensure that persons employed under this Contract shall receive at least time and a half pay for work

performed on the legal holidays specified in a collective bargaining agreement with Contractor, or specified in ORS 279B.020(1)(b)(B) to (G), and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

- 13.4 Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or contract for the purpose of providing or paying for such services.
- 13.5 Contractor agrees that if Contractor is a subject employer that is not exempt from under ORS 656.126, that it will comply with ORS 656.017
- 13.6 This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
14. Non-Discrimination. Contractor agrees to comply with the provisions of this Contract, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and regulations.
- 15 [Reserved].
- 16 Contractor Not An Agent of County. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- 17 Partnership. County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 18 Indemnity and Hold Harmless. Contractor shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made

- or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of Contractor, for its employees, servants or agents.
- 19 [Reserved].
- 20 Time is of the Essence. Contractor agrees that time is of the essence under this Contract.
- 21 Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 22 Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 6.
- 23 Enforcement of Contract. The passage of the Contract expiration date or the termination of the Contract shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance arising prior to expiration or termination.
- 24 Governing Law; Venue; Consent to Jurisdiction. This Contract 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 between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Crook County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.
- 25 Attorney Fees. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Contract, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
- 26 Merger Clause. This Contract and attached exhibits constitute the entire contract between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or

change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

27. Amendments. This Contract may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
28. Authority. The persons signing this Contract covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained with this Contract.

Dated this _____ day of _____, 2025.

For Contractor

For County

SAMPLE – DO NOT SIGN

By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
Title: _____	Title: _____
Date: _____	Date: _____