



Lincoln County Community Corrections  
Adult Parole and Probation  
Work-Crew Agreement  
218 West Olive Street  
Newport, OR. 97365  
Main P&P Phone: (541) 265-8851  
Fax: (541) 265-6041  
Work Crew Coordinator (541) 265-0197



June 10, 2021

### Lincoln County Work-Crew/customer 2021 agreement

**The work crew is only allowed to perform work for non-profit agencies or organizations (e.g., with a current 501(c)3 status) or public agencies -- & only for "Public Benefit"**

The standard rate for the Lincoln County Community Corrections/Adult Parole and Probation Department Work-Crew is \$650.00 Minimum charge per work project/per day (\*Depending on the work to be done – the project may be "Bid" by a Work Crew representative prior to the work being done and additional fees may be determined and added & discussed) There is no minimum charge at this time for mileage to and from the work site for work performed outside of the Newport area but perform within Lincoln County (work outside of Lincoln County will be charged \$1.00 per mile to and from the work site for each mile driven,

The customer agrees that equipment/services needed for work projects other than standard hand tools for yardwork / landscaping (e.g., masks/suits/protective wear for hazardous material removal, demolition, hauling debris, removal of debris to refuse site, dump fees, power tools, etc.) not already possessed by the Work Crew, will be provided and/or paid for by the customer. (equipment prior to the work crew performing the work project – fees at the time provided)

Please remember a work-crew is typically comprised of five to nine workers and at least one supervising Lincoln County Adult Parole and Probation employee – currently a Work Crew Foreman but it may be a Parole & Probation officer.

**(We are unable to guarantee a specific number of workers to report to a work site, for any specific work project or on any specific day; a crew may consist of less than 5 workers. But a typical work crew has 5 to 9 workers who report to the work site)**

### **Liability Insurance Clause**

Subject to the limitations and conditions of the Oregon tort Claims Act; ORS 30.260-30.300, each party agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from any liability, actions, claims, losses, damages or other costs including attorney fees and witness costs that may be asserted against any person, or entity arising from, during, or in connection with the performance of the work described in this agreement when such liability, action, claim, loss, damage or other costs results from the action of that party in the course of the agreement. Nothing in this agreement shall be deemed to create liability for any party in excess of the Oregon Claims Act limits for either party.

Agency requesting Work Crew: \_\_\_\_\_ City of Newport \_\_\_\_\_

501 (c) 3 tax exempt number: \_\_\_\_\_

OR Public Agency Name: \_\_\_\_\_ City of Newport \_\_\_\_\_

Request being made by: \_\_\_\_\_ Spencer Nebel \_\_\_\_\_

Requestors Title: \_\_\_\_\_ City Manager \_\_\_\_\_

Agreement Date: (date agreement signed) 06/11/21

Agency Phone number & Billing Address: 541-574-5874, 169 S Coast Hwy, Newport, OR 97365

Agency Contact Person, Phone Number & email if available Bob Fuller, Public Works, 541-574-5874,  
b.fuller@newportoregon.gov

Billing Information (who to be billed – where to bill – address - etc.) Bob Fuller, Public Works,  
City of Newport, 169 S Coast Hwy, Newport, OR 97365

A **501(c)(3)** organization is a corporation, trust, unincorporated association, or other type of organization exempt from federal income tax under section **501(c)(3)** of Title 26 of the United States Code. It is one of the 29 types of **501(c)** nonprofit organizations in the US.

**Section 501(c)(3)** is the portion of the US Internal Revenue Code that allows for federal **tax exemption** of nonprofit organizations, specifically those that are considered **public** charities, private foundations, or private operating foundations.

To be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an **action organization**, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.

Organizations described in section 501(c)(3) are commonly referred to as **charitable organizations**. Organizations described in section 501(c)(3), other than testing for public safety organizations, are eligible to receive tax-deductible contributions in accordance with Code section 170.

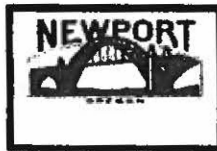
The organization must not be organized or operated for the benefit of private interests, and **no part** of a section 501(c)(3) organization's net earnings may inure to the benefit of any private shareholder or individual. If the organization engages in an excess benefit transaction with a person having substantial influence over the organization, an excise tax may be imposed on the person and any organization managers agreeing to the transaction.

Section 501(c)(3) organizations are restricted in how much political and legislative (*lobbying*) activities they may conduct. For a detailed discussion, see Political and Lobbying Activities. For more information about lobbying activities by charities, see the article Lobbying Issues; for more information about political activities of charities, see the FY-2002 CPE topic Election Year Issues.

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**Public agencies, Local agency** and/or “**local government**” means any political subdivision, regional governmental unit, district, municipal or public corporation, including cities, towns, and counties and their legislative bodies. The term encompasses but does not refer specifically to the departments within a city or county and means all state, municipal and quasi-municipal corporations and political subdivisions, and all agencies of such corporations and subdivisions authorized to contract separately. Public agencies means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district, or other political subdivision of government.





**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

**All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.**

Document: Lincoln County Work Crew Customer 2021 Agreement Date: June 7, 2021

Statement of Purpose: As-needed Work Crews for Outdoor Projects

Department Head Signature: Chen C. Pol

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: Debra D. Ober Date: 6/10/2021

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

	Signature					Name/Position
						Date: _____
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>			
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>			
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 06-11-21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 6/21/2021

Date posted on website: 6/21/21

