

# **Nuisance Abatement Contract Announcement**

The Ontario Police Department would like to provide contractors the opportunity to enter into a contract with the City of Ontario for nuisance abatement for the cutting and removal of weeds and debris on properties located within the Ontario city limits. Contractors will have the opportunity to perform these duties on a rotational basis. This contract will be under the direction of the Code Enforcement Officer. A copy of the contract can be obtained on the City of Ontario website, [www.ontariooregon.org](http://www.ontariooregon.org) or can be picked up at Ontario City Hall, 444 SW 4th Street, Ontario, OR 97914. For questions, contact Chief Cal Kunz at 541-889-5312 x 2303 or by email at [cal.kunz@ontariooregon.org](mailto:cal.kunz@ontariooregon.org).

**Contract Attached Below**

**CITY OF ONTARIO**  
**NUISANCE ABATEMENT AGREEMENT**

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Business Name

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Location Address	City	State	Zip
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Email Address	Phone	Mobile
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**PREAMBLE**

This Contract for nuisance abatement is made and entered into by and between \_\_\_\_\_, herein after called "Contractor," and the City of Ontario, a municipal corporation of the State of Oregon, herein after called "City".

**DURATION OF CONTRACT**

This Contract shall become effective on the date this Contract has been signed by every party hereto and shall continue in force until terminated. The Contractor acknowledges that no work has been or will be performed under this Contract until this Contract is fully executed and effective.

The City and Contractor agree:

This Nuisance Abatement Contract is for the purpose of providing weed and garbage removal for the Ontario Police Department in a timely, courteous, and professional manner. Abatement services performed by the Contractor for the Ontario Police Department are in the interest of preserving the look of the City, public safety and convenience. The quality of nuisance removal services is imperative to fulfillment of the Contract.

The Contractor recognizes and agrees that strict adherence to all terms and conditions of the Nuisance Abatement Contract, the rules and lawful directives of the City of Ontario Police Department, the laws of the City, County and State or Federal governments which are material to the performance of this Nuisance Abatement Contract, is in the public interest and of the utmost importance to the Ontario Police Department, and that any violation thereof may cause inconvenience and hardship to the Ontario Police Department and the citizens of Ontario. Failure to abide by all rules, directives, laws and all terms and conditions of the Nuisance Abatement Contract may result in the Ontario Police Department, acting through the City Council, exercising their rights to terminate this Nuisance Abatement Contract or impose remedies.

## **I. DEFINITIONS**

The following definitions shall apply to this Agreement:

### **1. Nuisance Abatement**

The cutting, mowing and removal of weeds and removal of debris and junk upon a property within the City of Ontario pursuant to the authorization and standards of the City Code. The abatement shall be performed by a Contractor, acting as an agent of the City under terms of this agreement.

### **2. Department**

The police department of the City of Ontario.

### **3. Non-preference Nuisance Abatement**

When a property is subject to abatement, the first name on the Non-preference Nuisance Abatement List will be requested.

### **4. Non-preference Weed Abatement List**

The City will maintain a list of contractors providing abatement services to the City. When nuisance abatement services under this agreement are required, the City will request the contractor at the top of the list. After being called, the name of the contractor will be rotated to the bottom of the list.

### **5. Regular Business Hours**

Weekdays from 8:00 a.m. to 5:00 p.m., excluding legal holidays and weekends.

### **6. Direction to Abate**

When a property is subject to abatement, the City will notify the Contractor and provide the following:

- a. Description of the nature of the nuisance
- b. Location of the property where the nuisance is located
- c. Description of where the nuisance is located on the property
- d. Description sufficient to positively identify the nuisance in question
- e. Description of type and extent of service expected

## **II. SERVICES: PARTIES RIGHTS AND RESPONSIBILITIES**

### **Response**

Direct access to the Contractor shall be available by telephone during business hours for the purpose of responding to the City's Direction to Abate.

The City shall inform the Contractor at the time a response is requested as to any condition or circumstance known to the City which may require special equipment or handling.

Response time for all Direction to Abate shall not exceed 48 hours, excluding legal holidays and weekends, from the time of request.

In the event a requested contractor fails to arrive in the time prescribed, the City may secure the services of an alternate non-preference contractor. If an alternate contractor is requested and the initial contractor subsequently responds, the initial contractor will not be reimbursed for the response.

Contractor shall inform the City for any reason unable to respond to a Direction to Abate, or unable to respond within the required time. If a Contractor is unable to respond, the Contractor will be passed and put at the bottom of the Non-preference Nuisance Abatement List.

Failure to respond to at least ninety percent (90%) of the Direction to Abate dispatched in any thirty (30) day period, or a negligent pattern of failure to respond or unavailability, may result in remedial action.

Under certain circumstances, the Contractor may, with the Ontario Police Department's prior approval, request temporary removal from the rotation to avoid excessive passes. Such voluntary removal shall be for a period of not more than 30 days. Contractor's return to the rotation after 30 days shall be subject to Ontario Police Department approval.

### **III. Requirements and Procedures**

Each Contractor:

- a. Shall be available to respond to and abate any and all nuisances within 48 hours of receiving a direction to abate from the Ontario Police Department.
- b. Shall remove weeds in a manner that minimizes damage to other property, and limits the likelihood that the nuisance will return.
- c. Shall remove debris and junk as directed by City using methods deemed most effective by Contractor, and which minimize any damage to other property.
- d. Unless otherwise stated, shall provide all equipment and materials necessary to carry out the services described in this agreement and shall bear all costs therein.
- e. Shall collect and provide to City copies of any and all complaints and resolutions to complaints, compliments, comments and other information provided by property owners and the general public regarding the Nuisance Abatement Program.
- f. Is responsible for choosing the most efficient methods to be used to achieve full compliance with any direction to abate.
- g. Shall limit abatement procedures to only property described in a Direction to Abate given by City. Contractor shall not be compensated for work done that is not specifically stated in a Direction to Abate.
- h. Shall immediately report completion of all work requested through a Direction to Abate to City for inspection.

### **IV. RATE SCHEDULE, PAYMENT AND COLLECTION**

Rates applying to nuisance abatements shall not exceed the rate schedule listed in Attachment A to this Agreement.

This schedule may be modified upon mutual written agreement of the parties. Rates in Attachment A shall apply to all non-preference nuisance abatements.

Payment of charges at prescribed rates shall be made by the City directly to Contractor upon receipt of billing.

In the event there are extraordinary costs resulting from an abatement, Contractor may petition the Department for extra compensation. Such petition must:

- a. itemize the services or materials provided;
- b. state the reason why the cost is extraordinary;
- c. state what action Contractor took to minimize the cost; and
- d. provide any other pertinent information.

The Department will determine whether to allow additional compensation, and if so, the appropriate amount. If Contractor is dissatisfied with the decision of the Department, Contractor may appeal the decision to the City Manager. Notice of hearing and an opportunity to be heard will be provided by the Department to the contractor. The determination of the City Manager is final.

#### **V. INSURANCE, HOLD HARMLESS**

The Contractor must list the City as an additional insured on all policies and must be able to provide the City with Insurance Certificates; any Notices of Cancellation on or before the Effective Date and thereafter during the Contract Term, Contractor shall provide the City with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required. Contractor shall be solely responsible for any injuries related to the services performed through this agreement.

At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the contract in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Services hereunder shall be performed as an independent contractor and not as an agent of the City. Contractor shall defend and hold harmless the City for all claims of bodily injury or property damage which may arise from any act or omission under this agreement, including but not limited to the costs, expenses, attorney fees and judgments or settlements of claims.

#### **VI. TERM, TERMINATION AND MODIFICATION**

This Agreement shall extend from the date of execution until termination as described below.

*The term of this agreement shall renew each year from the date of execution and shall automatically renew each year. The contract may be opened to negotiate any part of this agreement with consent of both City and Contractor.*

The Contractor or the City on thirty (30) days written notice to the other party may terminate this Abatement Contract for any reason deemed appropriate in its sole discretion. However, termination shall not impair Contractor's rights to payment for services performed prior to the effective date of termination. Termination by the City shall not be grounds for a Contractor to cease to perform all obligations required by this agreement prior to the effective date of the termination.

Either the City or the Contractor may terminate this Abatement Contract in the event of a breach of the Abatement Contract by the other party or parties. The City may also terminate this Abatement Contract for Contractor's failure to comply with any local, state, or federal laws, or directives of the City. Prior to such termination, the party seeking the termination shall give notice of the breach in writing and delivered personally to the other party or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested to the other party of the party's intent to terminate. If the notified party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Abatement Contract at any time thereafter by giving a written notice of termination, which is to be delivered personally to the other party or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested to the other party.

**VII. SUB-CONTRACT AND ASSIGNMENT**

Contractor shall not:

1. sub-contract any of the work under this agreement; or
2. assign any rights acquired hereunder without obtaining prior written approval from the City.

**VIII. SEVERABILITY**

In the event that any term or provision of this Agreement is declared by a court to be unlawful, unconstitutional or otherwise not enforceable, to the extent such declaration does not render the entire Agreement unenforceable, it shall be severed therefrom and the parties shall abide by the remainder.

CONTRACTOR

CITY OF ONTARIO, OREGON

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
City Recorder, City of Ontario

**Abatement Rate Schedule**

1. Mowing and general clean-up \$ 65.00 per hour
2. Disposal \$ 65.00 per hour  
(One hour minimum, and pro-rated at quarter hour increments thereafter)