

CONTRACT EMPLOYEE AGREEMENT
Don Sylvester
(Plumbing Inspection Services)

THIS AGREEMENT ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon, acting through its Department of Planning and Development ("County"), and **Don Sylvester**, 1521 Hess Creek Court, Newberg, Oregon 97132 ("Contractor") to establish the duties of both parties for Contractor to provide plumbing inspection services.

IN CONSIDERATION OF THE MUTUAL PROMISES HEREINAFTER STATED, the parties agree as follows:

A. CONTRACTOR AGREES:

1. As directed by the Building Official, to perform plumbing inspection services, including commercial inspection services, under the Oregon Plumbing Specialty Code and all applicable Oregon State Specialty Codes and to keep records to show the dates, time, places, and results of such inspections. The records shall be kept in a form suitable to the Building Official.
2. To perform plumbing inspections assigned by the Building Official.
3. To possess and maintain at Contractor's expense at all times this Agreement is in effect State of Oregon Building Codes Agency certification necessary to perform commercial plumbing inspections referred to in paragraph (A)(1) and a valid Oregon driver's license.
4. To work no more than eight (8) hours per day or forty (40) hours in any week without the express written approval of the Planning Director.
5. To submit a statement of inspection services performed during the month, on a form approved by County, to County's Planning Director by the 26th day of each month.
6. To provide County with adequate notice in any instance when Werner will be completely unavailable, temporarily unavailable, or will need to change the usual schedule.

B. COUNTY AGREES:

1. To pay Contractor the sum of \$40.00 per hour for the work described in Section A as assigned by the Building Official. No minimum amount of hours is guaranteed Contractor by this Agreement. Compensation due Contractor under this Agreement shall be paid on or about the last working day of the month following receipt, review and approval of the statement of services.
2. To provide appropriate inspection forms and secretarial support.
3. To pay its proportionate share of social security insurance (FICA) for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Contractor's proportionate share of FICA due for services performed under this Agreement. For purposes of FICA, Contractor shall be considered a county employee.
4. To withhold state and federal income taxes from the monthly payment owed

Contractor and to pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Contractor.

5. To provide, at County's expense, worker's compensation insurance for Contractor's performance of duties under this Agreement.

6. 7. To provide, at County's expense, liability insurance coverage for claims connected to performance of Contractor's duties under this Agreement, subject to the provisions of the Oregon Tort Claims Act

7. To provide a motor vehicle for Contractor's use while performing inspections under this Agreement.

C. BOTH PARTIES AGREE:

1. That a contract employee/employer relationship is created by this Agreement. The only compensation due Contractor is specifically stated in this Agreement. Specifically, both parties agree that Contractor will not be entitled to any benefits typically granted to County employees, including but not limited to, vacation, holiday or sick leave, other leaves with pay, tenure, health and welfare coverage, life and disability insurance, overtime, or to any other benefit not specifically referred to above, except as required by law. The County will make required contributions (if any) to Contractor's PERS account based on the number of hours worked in this calendar year.

2. Any expenses incurred by Contractor in the performance of the terms and conditions of this Agreement not specifically provided for in this Agreement shall be the sole and separate responsibility of Contractor.

3. Contractor will provide services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.

4. County may subcontract for similar services with other parties as the need for such services arises.

5. This Agreement shall not be subcontracted or assigned by Contractor without the prior written consent of County.

6. County and Contractor agree to comply with the rules and regulations of County, applicable federal regulations and all provisions of federal and state law relating to Contractor's performance of services under this Agreement. The requirements of ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4) and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by this reference, to the extent those provisions apply.

D. ADMINISTRATION AND PROFESSIONAL SUPERVISION.

1. Contractor will be subject to the general administrative supervision of the Building Official.

2. Professional supervision and resolution of complaints lodged against

Contractor's professional performance shall be the responsibility of Contractor.

E. TERM AND TERMINATION.

1. Subject to section (E)(2), this Agreement shall be for a term commencing on July 1, 2014 and expiring June 30, 2015 and supercedes any prior agreements between the parties. Thereafter, this Agreement shall automatically renew for succeeding fiscal years from July 1, 2015 until sooner terminated as provided in paragraph 4.

2. This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

F. COST AND ATTORNEYS FEES.

1. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

G. WAIVER; SEVERABILITY.

1. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. ENTIRE AGREEMENT.

1. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

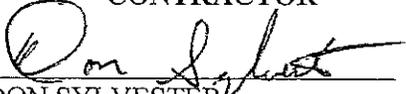
I. GOVERNING LAW; JURISDICTION; VENUE.

1. This Agreement 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, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT
HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

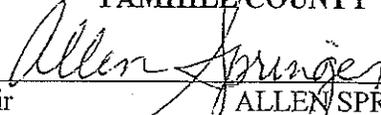
(Signature Page Follows)

IN WITNESS WHEREOF the parties have executed this Agreement in McMinnville,
Oregon, this 25th day of June, 2014.

CONTRACTOR

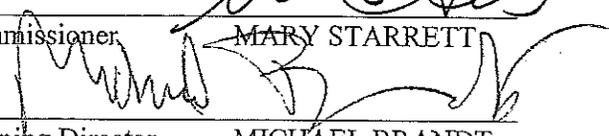

DON SYLVESTER
SSN: on file

YAMHILL COUNTY


Chair ALLEN SPRINGER


Commissioner KATHY GEORGE


Commissioner MARY STARRETT


Planning Director MICHAEL BRANDT

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
Yamhill County Legal Counsel

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Accepted by Yamhill County
Board of Commissioners on
6/26/14 by Board Order
14-370