

CONTRACT EMPLOYEE AGREEMENT

James C. Lund Electrical Inspection Services

This agreement ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Planning and Development ("County"), and James C. Lund, 18685 SW Henning Court, Aloha, Oregon 97003 ("Contractor") to establish the duties of both parties for Contractor to provide electrical inspection services according to the terms set forth below.

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

A. CONTRACTOR AGREES:

As directed by the designated County Building Official, to perform various electrical inspection services, including commercial inspection services, under the Oregon Electrical Specialty Code and all applicable Oregon State Specialty Codes and to keep records to show the dates, time, places, and results of such inspections.

1. To perform various inspections assigned by the County Building Official in a timely manner.
2. To possess and maintain at Contractor's expense at all times this Agreement is in effect State of Oregon "A" level certification for electrical inspection and valid Oregon Driver's License.
3. To work no more than eight (8) hours per day or forty (40) hours in any week without the express written approval of the County's Planning Director.
4. 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.
5. To provide County with adequate notice in any instance when Contractor will be completely unavailable, temporarily unavailable, or will need to change the usual services schedule.

B. COUNTY AGREES:

1. To pay Contractor the sum of \$40 per hour for the work described in Section A as assigned by the Building Official or Electrical Inspector. 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 inspection services.

2. To provide appropriate inspection forms and secretarial support.
3. To pay its proportionate share of social security insurance for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Contractor's proportionate share of social security insurance due for services performed under this Agreement. For purposes of social security insurance, Contractor shall be treated as an employee of County.
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. 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 health and welfare coverage, to retirement benefits, or to any other benefit not specifically referred to in paragraph B above.
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. This Agreement shall be for a term commencing on July 10, 2014, and expiring June 30, 2015. Thereafter, this Agreement shall automatically renew for succeeding fiscal years from July 1, 2015 until sooner terminated as provided in paragraph 4.
4. This Agreement may be terminated at any time by either party upon written notice to the other party.
5. To be valid, any modification of this Agreement shall be in writing and signed by both parties.
6. That this Agreement does not prohibit County from entering into other agreements for the same or similar services.

7. SOUTHERN CALIFORNIA IBEW-NECA PENSION TRUST FUND; WAIVER OF COUNTY LIABILITY. As a retire of the above referenced pension fund, Lund acknowledges and agrees that it is his sole responsibility to comply with all terms and conditions applicable to his receipt of pension benefits, including but not limited to any limitation on the number of hours he may work for County (or other qualifying employers) in a calendar year without risking loss or reduction of pension benefits (if any). County bears no responsibility to monitor or ensure Lund's compliance with such requirements and Lund hereby voluntarily waives any and all liability of County for Lund's failure to adhere to applicable requirements during or after the term of this Agreement. If Lund has questions regarding compliance with pension fund requirements, Lund shall direct all such questions to the applicable pension fund.

8. This Agreement supersedes and replaces any prior employment agreement between the parties whether written or oral.

9. 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. County and Contractor shall each comply fully with the public contracting provisions of ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 to the extent those provisions apply. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference. Without limiting the generality of the foregoing, Contractor agrees to provide services to County without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.

10. 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 COURT.

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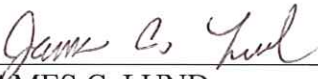
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11. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction 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.

IN WITNESS WHEREOF the parties have executed this Agreement in McMinnville, Oregon on the date indicated by the Board Order stamp below.

CONTRACTOR

YAMHILL COUNTY BOARD OF COMMISSIONERS



JAMES C. LUND
SSN: on file

APPROVED AS TO FORM:



CHRISTIAN F. BOENISCH
County Counsel



Vice-Chair, Mary Starrett



Planning Director MICHAEL BRANDT

Accepted by Yamhill County
Board of Commissioners on
5.28.15 by Board Order
15-143