

CONTRACT EMPLOYEE AGREEMENT  
**ALTON BUTLER**  
Building Inspector II 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 Alton Butler, 23201 Hwy 18, Sheridan, Oregon 97378 ("Contractor") to establish the duties of both parties for Contractor to provide building 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 building inspection services, including structural and mechanical inspections and plan review of single family residential structures and applicable accessory structures for compliance and adherence to the latest editions of the 1 & 2 Family Dwelling Code and Manufactured Inspector Code. The typical examples of work are set forth on the attached description for Building Inspector II, incorporated into this Agreement as Exhibit "A". Contractor shall 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.

1. To perform various inspections assigned by the 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 Building Codes Agency certification necessary to perform structural, mechanical, and mobile home inspections.
3. All hours worked will be pre-approved by the 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 \$30 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 of the statement of 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 (except as required by law), 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 April 24, 2016 and expiring December 31, 2016. Thereafter, this Agreement can be renewed for succeeding calendar years by amending this agreement.

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. This Agreement supersedes and replaced any prior employment agreement between

the parties whether written or oral.

8. 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.

9. 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.

10. 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 this 21<sup>st</sup> day of April, 2016.

**CONTRACTOR**

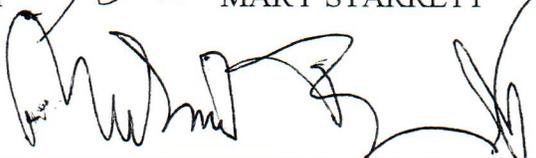
**YAMHILL COUNTY BOARD OF COMMISSIONERS**

  
ALTON BUTLER  
SSN: on file

  
Chair MARY STARRETT

APPROVED AS TO FORM:

  
CHRISTIAN F. BOENISCH  
County Counsel

  
Planning Director MICHAEL BRANDT

Accepted by Yamhill County  
Board of Commissioners on  
4-21-16 by Board Order  
# 16-137