

CONTRACT EMPLOYMENT AGREEMENT

Jeff Kizer

Construction Management Services

THIS AGREEMENT ("Agreement") is between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Public Works Department ("Agency") and **Jeff Kizer**, an individual, 703 NW Crestwood Court, McMinnville, Oregon 97128 ("Kizer").

WHEREAS, Agency and Kizer are agreeable to the acceptance of duties under the terms and conditions hereinafter stated;

In exchange for the promises and other consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

A. KIZER AGREES:

1. To perform the services as described in Exhibit A, attached hereto and incorporated herein by this reference (the "Services"). The Services shall be performed as directed by the Public Works Director or designee. Services under this Agreement shall be provided in places determined to be appropriate by Agency and Kizer.
2. To provide up to 15 hours of service per month, and in any event to work no more than 20 hours in any one month unless otherwise approved by the Public Works Director or designee, dependent upon Agency needs for services and funding available. However, no minimum number of hours is guaranteed by this Agreement.
3. Payment to Kizer will not exceed \$10,000.
4. To provide Agency with adequate notice in any instance when Kizer will be completely unavailable, temporarily unavailable, or will need to change the usual schedule.
5. To provide Agency with an hourly time sheet by the dates established by Agency for submission of time sheets, and according to Agency requested format.

B. AGENCY AGREES TO:

1. Pay Kizer the rate of \$50 per hour for the Service described in Section A, as assigned by the Public Works Director. Kizer shall be paid based on timesheets submitted using the normal pay period schedule for employees.
2. Pay its proportionate share of social security and Medicare tax for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Kizer's proportionate share of social security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, Kizer shall be treated as an employee of Agency.
3. Withhold state and federal income taxes from the monthly payment owed Kizer and to pay the Internal Revenue Service and Oregon Department of Revenue all such sums withheld on behalf of Kizer.
4. Provide, at Agency's expense, worker's compensation insurance for Kizer's performance of services under this Agreement.

5. Provide, at Agency's expense, liability insurance coverage for claims connected to performance of Kizer's duties under this Agreement through its policy with City County Insurance Services subject to the provisions of the Oregon Tort Claims Act.

6. Provide access to all resources needed to provide the Services, including space, equipment, staff and other essential materials and supplies.

C. BOTH PARTIES AGREE:

1. Agency and Kizer agree to comply with the rules and regulations of Agency, applicable federal regulations and all provisions of federal and state law relating to Kizer's performance of services under this Agreement. The requirements of ORS 279B.200 through 279B.240 and Article IX, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

2. That a contract employee/employer relationship is created by this Agreement. The only compensation due Kizer is specifically stated in this Agreement. Specifically, both parties agree that Kizer will not be entitled to any benefits typically granted to Agency 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 Agency will make required contributions (if any) to Kizer's PERS account based on the number of hours worked in this calendar year.

3. Any expenses incurred by Kizer 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 Kizer.

4. The Effective Date is the date approved by the Yamhill County Board of Commissioners, with an initial term of April 15, 2016 through July 1, 2017. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

5. That this Agreement does not exclude either party from entering into other contracts for the same or similar services.

6. That Kizer will provide services to Agency without regard to race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.

7. This Agreement may be modified or amended only by mutual, written agreement in an instrument signed by both parties.

8. Either party may terminate this Agreement on thirty (30) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

9. This Agreement shall not be subcontracted or assigned by Kizer without the prior written consent of Agency.

10. That in the event 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 connections with any non-judicial action.

11. That the failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision. The parties agree that if any term of 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.

12. That 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.

13. That 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 Agency and Kizer 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. KIZER, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth adjacent to the signatures below.



JEFF KIZER
Date: _____

YAMHILL COUNTY
By: 

MARY STARRETT, Chair
Board of Commissioners
Date: 6/9/16

By: 

JOHN PHELAN, Director
Public Works Department
Date: _____

APPROVED AS TO FORM:
By: 

CHRISTIAN BOENISCH
County Counsel
Date: 6/9/16

Accepted by Yamhill County
Board of Commissioners on
6-9-16 by Board Order
16-227

EXHIBIT A
SERVICES

- Oversight of installation of IT line
- Oversight of permitting of demolition and (new) construction
- Negotiate agreement with McMinnville Water & Light regarding electric and water service
- Onsite monitoring and management of locating and placement of sewer, natural gas and water run-off
- Supervision of demolition of existing building
- Liaison in design/build process of new facility construction
- Oversight of design and construction of parking lot

NOTE: All of the above services and any written agreements, permits or other documentation relating to or arising from these services are subject to the review and approval of Agency and the Yamhill County Board of Commissioners prior to execution.