

CONTRACT EMPLOYEE AGREEMENT
JUSTIN McMINN
Building Inspector I 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 Justin McMinn, 649 NE 11th, McMinnville, Oregon 97128 ("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 I, 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 \$25.00 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 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 July 1, 2017 and expiring December 31, 2017. 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.

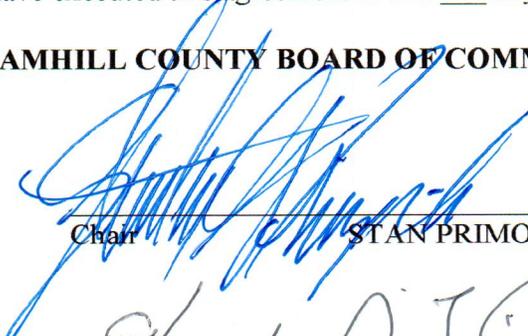
IN WITNESS WHEREOF the parties have executed this agreement in this ___ day of July, 2017.

CONTRACTOR

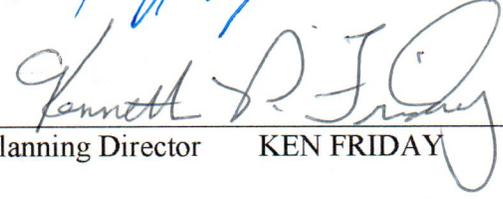
YAMHILL COUNTY BOARD OF COMMISSIONERS



JUSTIN McMINN
SSN: on file



Chair STAN PRIMOZICH



Planning Director KEN FRIDAY

APPROVED AS TO FORM:


CHRISTIAN F. BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
7-6-17 by Board Order
17-268

Exhibit A

(see attached)

YAMHILL COUNTY BUILDING INSPECTOR 1

JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES: Conducts inspections of residential structures for conformance with the Residential Structural Specialty Code, including new construction, alterations, and repairs of existing structures, with the exception of "A" level construction. Work may involve considerable contact with private citizens, building contractors, and others where firmness, tact, and diplomacy are required to obtain compliance and cooperation.

SUPERVISION RECEIVED: Works under the supervision of the building official who makes assignments in the form of oral or written instructions. Work is reviewed through periodic field checks for technical competency, and the use of tact, and diplomacy in dealing with the public.

SUPERVISION EXERCISED: Supervision is not a responsibility of positions in this class.

DUTIES AND RESPONSIBILITIES INCLUDE BUT MAY NOT BE LIMITED TO THE FOLLOWING:

1. Performs on-site inspections of building construction to insure compliance with applicable codes; verifies construction is according to approved plans; checks site locations for proper set-backs; inspects, as certified, heating, cooling and mechanical systems for compliance with regulations and safety requirements.
2. Conducts final inspections of completed work; gives official approval to acceptable structures and installations and rejects unacceptable work.
3. Responds to questions from and advises the public and building contractors on the requirements for approval of construction or modifications to buildings; writes correction notices; issues "'stop work'" orders; completes inspection forms.
4. Investigates building code violations, complaints, and official reports, checking hazardous conditions.
5. Inspects mobile home set-ups and mobile home plumbing and electrical hookups.
6. Maintains records of inspections pending and completed.

DESIRABLE QUALIFICATIONS, KNOWLEDGE, SKILL, AND ABILITY: Knowledge of current construction techniques, materials, and practices used by the construction industry, and the ability to read, interpret and apply the Residential Structural Specialty Code, other applicable codes and pertinent county ordinances and regulations. Ability to detect and locate possible defects and flaws in building construction and to initiate satisfactory corrective measures. Ability to review plans and specifications and to determine conformance with established standards. Ability to understand and follow written and oral instructions without direct supervision. Ability to deal courteously and tactfully with public. Ability to establish and maintain effective working relationship with supervisor, co-workers, other county employees, building contractors and the public. Physical strength and ability sufficient to perform the work.

EXPERIENCE AND TRAINING: Course work and training in the implementation and administration of the Residential Structural Specialty Code and two years of varied construction experience related to residential or commercial buildings; or a satisfactory equivalent of combined experience and training which ensures the ability to perform the work may substitute. Certification by the Oregon State Department of Commerce, Building Codes Division, for mobile home set-up and residential construction inspection; and possession of structural, and mechanical inspection certification; plans examiner.

OTHER REQUIREMENTS: Ability to secure and maintain a driver's license valid in the state of Oregon, or an acceptable alternative means of transportation. May be required to drive a County vehicle. Employees authorized to operate a private vehicle on County business are required to carry a valid driver's license and liability insurance minimums as outlined in ORS 806.070. May be subject to successful completion of a background check.

Justin C. McMinn
649 NE 11th St
McMinnville OR 97128

Phone: 206-697-6753
hammerslam72@msn.com

Objective

To find a position that is challenging and fulfilling, utilizing and expanding my current building knowledge to move forward with a career in building inspection.

Experience

J.A.S. Design Build

1-15 to 11-15

Carpenter, Lead Carpenter, Cabinet Maker- rejoined J.A.S. as a carpenter in a supportive roll for the lead carpenter on a remodel/addition project. Included demolition, framing, siding, interior and exterior trim. After that project I was asked to be the lead carpenter on a small kitchen and bath remodel. Included demolition, cabinet installation and refacing, interior trim, working with designers, clients and subcontractors. Upon project completion I had a short time before a planned move to McMinnville, OR and I filled in an opening in the cabinet shop doing various cabinet making duties.

Edensaw Woods

12-10 to 12-14

Millwright - operated molders, planers, straight-line rip saws, resaw band saw, and wide belt sander to fill daily and weekly orders. Prioritized work to meet deadlines. Worked with sales staff and warehouse crew to determine needed materials to fill orders efficiently.

J.A.S. Design Build

6-04 to 12-10

Carpenter and cabinet shop superintendent - started as a carpenter with tasks including framing, siding, deck building, window and door installation, exterior and interior trim, cabinet installation, and managing a small crew. Transferred to cabinet shop after a year. Became shop superintendent about 9 months later. Duties included- cut listing and building cabinets from site measurements, supervising shop crew of 3-4 people, scheduling, prioritizing work, working with inside and outside designers and architects to troubleshoot issues with design so there was a good compromise between design and functionality. Estimating cabinet packages, profit and loss analysis, researching building material alternatives. Sourcing hard to find materials. Ordering all cabinet materials and hardware.

Fradkin Fine Construction

9-99 to 6-04

Laborer, carpenter and lead carpenter - started with little construction experience. Soon discovered an affinity for finish work and was given the opportunity. Some framing experience, siding, decking, soffit work, exterior and interior trim, window and door installation, cabinet installation, and managing/ supporting subcontractors.



Education and Certifications

International Code Council

I am currently studying to take the exams for the Commercial certifications through the ICC and plan on enrolling in the Oregon state plumbing and electrical inspection classes when enrolment opens in June 2017.

Residential Mechanical Inspector- exam passed on 12/27/2016

Residential Building Inspector – exam passed on 12/8/2016

State of Oregon

OIC-OR Inspection Certification- Issued 9/12/2016

Wenatchee Valley Community College

1993-1995

AAA degree with an emphasis on art. Focused on drawing, painting and printmaking.

Chelan High School

1984-1988

My high school career focused mostly on math and art. I was an above average student.

Skills

I am a highly motivated worker that takes pride in what I do. My goal is to go to the next logical step in my career, taking what I have learned as a carpenter and applying that to my inspecting career. I am easy to work with and pick up new skills quickly. I am self-motivated and am a good communicator and listener and interact with clients in a professional way.

Justin C. McMinn
649 NE 11th ST.
McMinnville, OR 97128
(206) 697-6753
hammerslam72@msn.com

References

Professional References

Joe Schneider, Owner
JAS Design Build
jschneider@jasdesignbuild.com

Larry Boucher, Superintendant
JAS Design Build
3600 Wallingford Ave N
Seattle, WA 98103
(206) 547-6242
lboucher@jasdesignbuild.com

Greg Porter, General Manager
JAS Design Build
3600 Wallingford Ave N
Seattle, WA 98103
(206) 547-6242
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Mick Dubois, Cabinet Shop Lead
JAS Design Build
3600 Wallingford Ave N
Seattle, WA 98103
(206) 633-2011
mdubois@jasdesignbuild.com

Personal References

Vernon Esplin
(541) 990-1773
Tate Landis
(360) 204-8142
Ryan Hendrickson
(425) 879-1185



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division

1535 Edgewater Street NW

P.O. Box 14470

Salem, OR 97309-0404

503-378-4133

Fax: 503-378-2322

oregon.gov/bcd

September 16, 2016

CERTIFICATION ENCLOSED

JUSTIN C MCMINN
649 NE 11TH ST
MCMINNVILLE OR 97128

Certification Information

Attached is your State of Oregon Certification as an OIC-OR Inspector Certification.
This certification is used with the following certification(s) you hold:

State of Oregon Certification

OIC-OR Inspector Certification

Building Codes Division

PO Box 14470

Salem, OR 97309-0404

503-378-4133 FAX 503-378-2322

Certification number: OIC3236

Original issue date: 09/12/2016

Expiration Date: 11/01/2019

Licensee: JUSTIN C MCMINN

Address: 649 NE 11TH ST

MCMINNVILLE OR 97128



NON-TRANSFERABLE



Residential Building Inspector



Candidate ID: ICC00253620

Name: Justin McMinn

Date: 12/8/2016

Address: 649 NE 11th street

McMinnville OR 97128

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the above-named examination. This certification is current for three years.

You may request a wall certificate from ICC. This certificate will be provided at no cost to you, if you request it within 90 days of your exam. Only one wall certificate per exam passed will be provided to you at no charge. For more information on requesting a wall certificate, go to www.iccsafe.org/inspector.

It is extremely important that you notify Pearson VUE and ICC of any changes in name and/or address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address. Please note that name changes may require additional information.

For exams taken in the U.S: Please contact Pearson VUE at 800-275-8301 and ICC at certexam@iccsafe.org.

For international exams: Please go to www.pearsonvue.com/icc/cert/contact/.

*The authenticity of this score report can be validated by using Pearson VUE's Online Score Report Authentication found at:
www.PearsonVUE.com/authenticate
Digital embossing eliminates the possibility of unauthorized embossing of counterfeit score reports.*

Registration Number: 308309407

Validation Number: 961766188



Residential Mechanical Inspector



Candidate ID: ICC00253620

Name: Justin McMinn

Date: 12/27/2016

Address: 649 NE 11th street

McMinnville OR 97128

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www.PearsonVUE.com/authenticate
Digital embossing eliminates the possibility of unauthorized embossing of counterfeit score reports.*

Registration Number: **309874203**

Validation Number: **114217351**