

CONTRACT EMPLOYEE AGREEMENT

Gary Biggs
Building 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 Gary Biggs, 831 N. Kutch Carlton, OR 97111 ("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 plumbing, structural and mechanical inspections, and plan review of all examples of work set forth on the County's job description for Building Inspector III in effect July 2019, incorporated into this Agreement by reference, 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 County Building Official

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 current level certification for all building inspection services to be performed under this Agreement, and a 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 \$65.00 per hour for the work described in Section A as assigned by the County 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 inspection services.

B.O. 19-283

2. To provide appropriate inspection forms and secretarial support.
3. To pay its proportionate share of social security insurance and Medicare taxes for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Contractor's proportionate share of social security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, 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 pay the continuing education hours for Contractor to maintain the required State Certifications for building inspections, not to exceed \$1,000.00 in any 12-month period.
7. To provide a motor vehicle for Contractor's use while performing inspections under this Agreement.
8. 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.

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, retirement benefits, or to any other benefit not specifically referred to above, except as required by law.
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 August 1, 2019 and expiring July 1, 2020. Thereafter, this Agreement shall automatically renew for succeeding fiscal years from July 1, 2020 until sooner terminated as provided in paragraph 4.
4. This Agreement may be terminated by either party upon 15 days 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 replaces 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. As a PERS retiree, Contractor acknowledges and agrees that it is Contractor's sole responsibility to comply with all terms and conditions applicable to Contractor's receipt of PERS pension benefits, including but not limited to any limitation on the number of hours Contractor may work for County (or other qualifying employers) in a calendar year without risking loss or reduction of PERS pension benefits. **County bears no responsibility to monitor or ensure Contractor's compliance with such PERS requirements and Contractor hereby voluntarily waives any and all liability of County for Contractor's failure to adhere to applicable PERS requirements during or after the term of this Agreement.** If Contractor has questions regarding compliance with PERS requirements, Contractor shall direct all such questions to PERS.

10 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.

11. 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.

12. This Agreement is the entire agreement between the parties and no statement, 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.

13. 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.

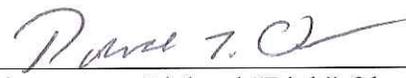
IN WITNESS WHEREOF the parties have executed this Agreement in McMinnville, Oregon on the date indicated by the Board Order stamp below.

CONTRACTOR

YAMHILL COUNTY BOARD OF COMMISSIONERS



Gary Biggs
SSN: on file

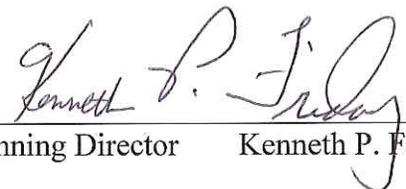


Chair Richard "Rick" Olsen

APPROVED AS TO FORM:



CHRISTIAN F. BOENISCH
County Counsel



Planning Director Kenneth P. Friday

Accepted by Yamhill County
Board of Commissioners on
8-8-19 by Board Order
19-283