

CONTRACT EMPLOYMENT AGREEMENT

Dana Carelle

(Special Juvenile Justice Services)

THIS AGREEMENT ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners ("County"), and Dana Carelle, an individual, 2166 NW Chrystal Dr., McMinnville, Oregon ("Carelle"), effective March 9, 2023.

RECITALS:

- A. County requires juvenile justice management services for the Yamhill County Department of Community Justice ("YCDCJ"). In order to provide adequate services and succession planning, it is necessary for County to contract with a qualified person with significant knowledge of juvenile justice and the YCDCJ.
- B. Carelle is qualified to perform the duties required by County and imposed by this Agreement. County and Carelle desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

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:

1. SERVICES OF CARELLE. As mutually agreed between Carelle and County, Carelle agrees to undertake special juvenile justice services for the County. Special juvenile justice services are those services provided to YCDCJ and are limited to assignments given by the YCDCJ Director or Board of Commissioners and accepted by Carelle.

Carelle agrees to be available to consult with the YCDCJ Director regarding special juvenile justice services as requested and provide the County with a twice monthly timesheet with days and hours in which services were provided. Carelle agrees not to work more than 19-hours in any week without the prior written approval of YCDCJ Director.

Carelle also agrees to provide YCDCJ Director with adequate notice in any instance when Carelle will be completely unavailable, temporarily unavailable, or will need to change service schedule.

2. OBLIGATIONS OF COUNTY. The County agrees to perform the following obligations:

- (a) Provide Carelle with pertinent records for Carelle's performance under this Agreement, provided that Carelle shall be subject to the rules and regulations of County relating to the confidentiality of records.
- (b) Pay Carelle for the services provided under this Agreement at the hourly rate of \$50.00 per hour.
- (c) Make payment to Carelle as part of the County's payroll, following receipt and approval of a twice monthly timesheet with days and hours in which services were provided.
- (d) 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 Carelle's proportionate share of social security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, Carelle shall be treated as an employee of County.
- (e) Withhold state and federal income taxes from the monthly payment owed Carelle and to pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Carelle.
- (f) Provide, at County's expense, worker's compensation insurance for Carelle's performance of Services under this Agreement.
- (g) Provide, at County's expense, liability insurance coverage for claims connected to performance of Carelle's duties under this Agreement, subject to the provisions of the Oregon Tort Claims Act.

3. MUTUAL OBLIGATIONS.

County and Carelle mutually agree as follows:

- (a) County and Carelle agree to comply with the rules and regulations of County, applicable federal regulations and all provisions of federal and state law relating to Carelle's performance of services under this Agreement. County and Carelle 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. The requirements of 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.
- (b) A contract employee/employer relationship is created by this Agreement. The only compensation due Carelle is specifically stated in this Agreement. Specifically, both parties agree that Carelle 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 benefits not specifically referred to above, except as required by law.

- (c) Any expenses incurred by Carelle 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 Carelle.
 - (d) Carelle will provide services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1964.
 - (e) County may subcontract for similar services with other parties as the need for such services arises. Carelle may perform similar services for other organizations.
 - (f) This Agreement shall not be subcontracted or assigned by Carelle without the prior written consent of County.
 - (g) This Agreement supersedes and replaces any prior employment agreement between the parties whether written or oral.
 - (h) That this Agreement does not prohibit County from entering into other agreements for the same or similar services.
4. ADMINISTRATION AND PROFESSIONAL SUPERVISION. Carelle will be subject to the general administrative supervision of the YCDCJ Director or designee.
5. TERM AND TERMINATION. Unless terminated in accordance with this section, the term of this Agreement is 3/09/23 to 3/08/24. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated as allowed by this section. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the agreement. Either party may terminate this Agreement on 15 days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.
6. PERS: WAIVER OF COUNTY LIABILITY. As a PERS retiree, Carelle acknowledges and agrees that it is Carelle's sole responsibility to comply with all terms and conditions applicable to Carelle's receipt of PERS pension benefits, including but not limited to any limitation on the number of hours Carelle 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 Carelle's compliance with such PERS requirements and Carelle hereby voluntarily waives any and all liability of County for Carelle's failure to adhere to applicable PERS requirements during or after the term of this Agreement. If Carelle has questions regarding compliance with PERS requirements, Carelle shall direct all such questions to PERS.**

7. **COST AND ATTORNEYS' FEES.** 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 non-judicial action.
8. **CONFIDENTIALITY.** Carelle acknowledges that Carelle may, in the course of her performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit A, or (iv) information identified as confidential in a separate writing, that becomes available to Carelle in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Carelle's use of the Confidential Information are also deemed Confidential Information. Carelle agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Carelle uses in maintaining the confidentiality of Carelle's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Carelle agrees that, upon termination of this Agreement or at County's request, Carelle will return to County all documents, papers and other matter in Carelle's possession that embody Confidential Information and Carelle will certify that all such Confidential Information has either been returned or destroyed.
9. **WAIVER; SEVERABILITY.** 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.
10. **ENTIRE AGREEMENT, ALTERATIONS:** 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. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.
11. **GOVERNING LAW; JURISDICTION; VENUE.** 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 Carelle 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. CARELLE,

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 dates set forth adjacent to their signatures below, and this Agreement is effective as of the date set forth herein.

YAMHILL COUNTY

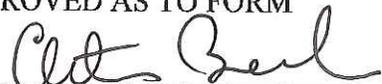

DANA CARELLE

Date: _____

SS#: on file

By: 
LINDSAY BERSCHAUER, Chair
Board of Commissioners
Date: 2.16.23

APPROVED AS TO FORM

By: 
CHRISTIAN BOENISCH, County Counsel
Yamhill County
Date: 2/17/23

Accepted by Yamhill County
Board of Commissioners on
2.16.23 by Board Order
B.O. 23-59