

CONTRACT EMPLOYEE AGREEMENT

Addison Mae Coulter
Crime Victim Advocate

THIS AGREEMENT (“Agreement”) is between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its District Attorney’s Office (“County”), and Addison Mae Coulter (“Contractor”) to establish the duties of both parties for Contractor to provide Crime Victim Services and Clerical Support according to the terms set forth below.

RECITALS:

WHEREAS, County, coordinates the functions of a crime victim advocate as directed by the District Attorney, which includes assists with walk-ins, sending out paperwork, processing mail, accompanying victims to court, responding to call-outs during works hours.

WHEREAS, Our Crime Victim Services Supervisor will be out of the office for an extended period of time and it’s necessary for the County to contract with a qualified professional with experience in Crime Victim Services

WHEREAS, Contractor interned in our office for ten months and is qualified to perform the duties required by County and imposed by this Agreement; and

WHEREAS, County is authorized to enter into this Agreement under ORS 203.010(3); and now, therefore

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

Section 1: SERVICES TO BE PERFORMED BY CONTRACTOR

1. Contractor hereby agrees to perform Crime Victim Services and Clerical Support as directed by the District Attorney, or designee, including, but not limited to:
 - a. Processing victim forms, notification of victim rights, communicate with victims regarding case status/updates.
 - b. Protective Order assistance, and safety planning, and duties as directed or necessitated by the needs of the office.
 - c. Answer multi-line phone, serve as a receptionist for the main DA office.
 - d. Assist in sending out subpoenas, confirm service, and call off witnesses and victims.
 - e. General office duties as needed to meet the needs of CVA and DA offices. Includes but not limited to e-filing, scanning, closing out files, request discovery/and or reports.
2. Contractor shall possess and maintain, at Contractor’s sole expense, a valid Oregon Driver’s License to be able to respond to in-office call-outs.

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3. Contractor shall work no more than 40 hours in any week without the express written approval of the District Attorney or designee.
4. Contractor shall submit a statement of services/timesheet performed during the month, on a form approved by County, to the District Attorney or designee by the 8th, and 23rd of every month.
5. Contractor shall 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.

Section 2. COUNTY OBLIGATIONS

The County hereby agrees to perform the following obligations:

1. Provide Contractor with records necessary for Contractor's performance under this Agreement, provided that Contractor shall be subject to the rules and regulations of County relating to the confidentiality of records.
2. To pay Contractor the sum of \$22.00 per hour for the work described in Section 1 as assigned by the District Attorney or designee. No minimum number of hours is guaranteed to Contractor by this Agreement. County shall make payment to Contractor as part of the County's normal payroll, following receipt and approval of an itemized statement for services provided in the preceding payroll period.
3. To provide crime victim services and clerical support.
4. 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.
5. 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.
6. To provide, at County's expense, worker's compensation insurance for Contractor's performance of duties under this Agreement.
7. 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.

Section 3: MUTUAL OBLIGATIONS

County and Contractor mutually agree as follows:

1. 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. The requirements of ORS 279B.200 through 279B.240 and Article XI, 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 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.
3. 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.
4. Contractor shall provide services to County and clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.
5. County may subcontract for similar services with other parties as the need for such services arises.
6. This Agreement shall not be subcontracted or assigned by Contractor without the prior written consent of County.
7. Contractor will be subject to the general administrative supervision of the District Attorney or designee.
8. To be valid, any modification of this Agreement shall be in writing and signed by both parties.

Section 4: TERM AND TERMINATION

1. *Term.* Unless terminated in accordance with subsection (2), the term of this Agreement is from September 25, 2024 through March 31, 2025, and supersedes any prior agreements between the parties.

2. *Termination.* 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.

Section 5: 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 nonjudicial action.

Section 6: CONFIDENTIALITY

Contractor acknowledges that Contractor may, in the course of performance under this Agreement, be exposed to or acquire information that is the confidential information of County. Any and all information provided by County and marked confidential, or information identified as confidential in a separate writing, that becomes available to Contractor 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 Contractor’s use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor’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. Contractor agrees that, upon termination of this Agreement or at County’s request, Contractor will turn over to County all documents, papers, and other matter in Contractor’s possession that embody Confidential Information.

Section 7: 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.

Section 8: ENTIRE AGREEMENT

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.

Section 9: GOVERNING LAW; JURISDICTION; VENUE

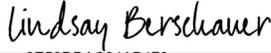
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought 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 COURTS.

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


Addison Mae Coulter

DocuSigned by:

8E58DDAC84AE478
Chair LINDSAY BERSCHAUER

SSN on file

APPROVED AS TO CONTENT:


District Attorney BRADLEY C. BERRY

APPROVED AS TO FORM:

DocuSigned by:

42D9EF9444634DC
CHRISTIAN F. BOENISCH
County Counsel

**Approved by the BOC on:
09/26/2024**

via Board Order No.: 24-289