

Hazardous Materials Consulting Services 2015

Cathy Verret
HazCom Consulting

This contract ("Contract"), entered into as of the date of the final signature below, is by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through the Board of Commissioners, 535 NE Fifth St, McMinnville, Oregon 97128 ("**County**"), and Cathy Verret, an individual, dba HazCom Consulting, 2450 Potter Street, Eugene, Oregon, 97405-3068, hereby referred to as "**Consultant**". The Contract sets forth the respective obligations of the County and Consultant.

- 1. Contract Amount.** County to provide funds for services as described herein. The maximum authorized not-to-exceed amount under this Contract is \$5,000.00 ("NTE Contract Amount"). Consultant services shall be billed at an hourly rate of \$75.00. County will reimburse Consultant for its costs associated with providing approved hours and services under this Contract. County will arrange and pay for lodging. A single invoice of hours worked (listed by department) and reimbursable expenses (with receipts) is to be mailed, USPS, to County on or before June 30, 2015. Payment is due within 14 days of receipt and approval of invoice. County will provide approval or denial of invoice no later than 7 calendar days after receipt.
- 2. Statement of Work under this Contract.** Consultant agrees to work with County staff on site to develop an annual audit relating to County departmental compliance with Hazardous Materials rules, regulations and requirements, and to complete site work before departure on Friday, June 12, 2015. Formal Findings developed by Consultant are due to County on or before June 30, 2015, and are to contain clear statements regarding compliance or noncompliance of each department. If areas of noncompliance are reported, Consultant will provide identification and information regarding each incidence of noncompliance and recommendations for becoming compliant.
- 3. Regulations and Duties.** The County and Consultant agree to comply with all provisions of federal and state laws regarding Consultant's performance under this Contract. In addition, Consultant agrees to comply with the rules and regulations of County, applicable federal regulations and all provisions of state and federal law relating to Consultant's performance of services under this Contract. To the extent applicable Consultant certifies it will comply with ORS 279B.220 through 279B.235, which provisions are hereby incorporated into this Contract by reference.
- 4. Independent Contractor; Worker's Compensation.** Consultant is an independent contractor under this Contract and is not a representative or employee of the County. Consultant will be solely responsible for payment of any federal or state taxes required as a result of this Contract. Consultant is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely responsible for worker's compensation costs and any Workers' Compensation coverage under this Contract. If Consultant has the assistance of other persons in the performance of this Contract, Consultant will qualify and remain qualified for the term of this Contract as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.
- 5. Ownership.** County will retain all title, rights, and ownership in all documentation, plans, data or other work product created under this Contract ("Work Product"). County may duplicate the

Work Product in any media. Consultant retains all rights to its pre-existing documentation, plans, data or work product and County may only use such work product pursuant to this Contract.

6. **Insurance.** Each party shall maintain in full force and effect prudent levels of general liability, public liability and property damage insurance or self-insurance to cover any claims that may arise by virtue of their actions. The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Consultant shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

7. **Indemnification.** Consultant will hold harmless from and indemnify County from any and all liability, settlements, claims, loss, costs and expenses, including attorney's fees in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided by Consultant or its employees, representatives and agents pursuant to this Contract.

8. **Non-discrimination.** County and Consultant agree that no person shall, on the grounds or race, color, religion, national origin, sex, marital status or age, suffer discrimination in the performance of this Contract.

9. **Waiver; Remedies:** County and Consultant acknowledge that any breach, violation, or default by either party of the provisions contained in this Contract might result in damage to the other party. No failure or delay by either party in exercising any right under this Contract shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10. **Dispute resolution.** Both County and Consultant shall exert every effort to cooperatively resolve disagreements that may arise under this Contract. In the event that parties alone cannot resolve these disputes then any controversy or claim arising out of or relating to this Contract, or any breach thereof shall be settled by final and binding arbitration, with a mutually selected arbitrator from the Federal Mediation and Conciliation Service. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. In reaching a decision, the arbitrator shall have no authority to change or modify any provision of this Contract.

11. **Attorney fees and costs.** In the event that either party to this Contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Contract, each party shall be wholly responsible for its own expenses which it may 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.

12. **Duration; Termination; Effective Date**

- a) Term. Unless terminated as indicated in section 11.b. below, the terms of this Contract are from the Effective Date through July 31, 2015.

- b) Termination. Either party may terminate this Contract on thirty days written notice to the other party.
- c) Effective Date. The effective date of this Contract is the last date set for adjacent to the signatures of the parties below.

13. **Complete Contract:** This Contract constitutes the complete understanding and agreement between County and Consultant and supersedes all prior agreements, understanding and past practices.

14. **Severability.** If any provision of this Contract is declared by a court of law to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

15. **Governing Law; Venue; Jurisdiction.** This Contract, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding, (collectively "Claim") between County and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CONSULTANT, BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. **Counterparts.** This Contract may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

17. **Subcontracts; Assignment.** Consultant shall not enter into any subcontracts for any of the services required under this Contract without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Contract in duplicate, each of which shall be deemed an original on the date executed by all parties.

CONSULTANT



 CATHY VERRET
 Date: 6-3-15

COUNTY



 ALLEN SPRINGER, Chair
 BOARD OF COMMISSIONERS
 Date: 5-21-15

Accepted by Yamhill County
 Board of Commissioners on
5-21-15 by Board Order
 # 15-139

APPROVED AS TO FORM

Chris Boenisch

CHRISTIAN BOENISCH
Deputy County Counsel
Yamhill County
Date: 5/22/15

June 9-12

Exhibit A
Yamhill County HazCom Program
On-Site Annual Program Audit: June 6-10, 2015
Audit Schedule (to be finalized by site visit)

Purpose: Annual on-site audit of department MSDSs, Indexes, and review of the County's written HazCom Program with the goal of OSHA Compliance.

Tuesday, June 9

8:00 - 9:00 a.m. Audit work begins in HR office
9:00 - 9:30 Joe Moore/ Jessica Johnson, Facilities Maintenance office
9:30 - 11:00 Sgt Saunders/ Richard Benjamin, Jail Maintenance and Jail Kitchen
11:00 - 11:30 Kellye Fetters / Sgt Bowdle, Sheriff's Office
11:30 - 12:00 Diane Fisher, Planning Department
12:00 - 1:30p.m. Lunch and audit work in BOC office
1:30 - 2:00 Bill Gille, Cove Orchard Sewer Service District
2:00 - 4:00 Gaylor Williams, Public Works Shop
4:00 - 5:00 Audit work continues in BOC Office

Wednesday, June 10

8:00 - 9:30a.m. Audit follow up in BOC office
9:30 - 10:00 Gary Van Der Veen, Public Health
10:00 - 11:30 Audit follow up continues in BOC office
11:30 - 1:00 p.m. Working lunch with Ken Huffer
1:00 - 2:45 Department re-visits
2:45 - 3:00 Jodi Whiting, Dog Control
3:00 - 5:00 Continuation of audit work

Thursday, June 11

8:00-8:15 a.m. Brett Henry, Parks;
8:15 - 9:00 a.m. Lana Drew/ Dwight Demmin, Fairgrounds office
9:00 - 12:00 Completion of department re-visits
12:00- 2:00 p.m. Lunch and continuation of audit in BOC office
2:00 - 2:30 Peter Akimo, Juvenile Corrections Facility
2:30 - 5:00 Completion of audit work in BOC office

Friday, June 12

- Prepare findings regarding compliance status of each department.
- Meet with **Chuck Vesper at 10:00 a.m.** to review the County's Written HazCom Program and compliance findings.
- Begin preparation of formal findings and invoice in compliance with contract requirements.