

AGREEMENT - Fairgrounds Security Attendant (AUSTIN DREW)

THIS AGREEMENT ("Agreement") is by and between the Yamhill County Fair Board ("Fair Board"), the Yamhill County Board of Commissioners ("BOC" or "County") and Austin Drew ("Employee"), and is effective as of the date signed by all parties below.

RECITALS:

A. The Fair Board has agreed to hire Employee as a regular part time Fairgrounds Security Attendant pursuant to the terms of this Agreement. Employee will live on-site at the Fairgrounds in a habitable dwelling owned and maintained by Yamhill County.

B. Under ORS 565.230, and pursuant to a Management Agreement entered into between the Fair Board and the BOC, the Fair Board has the exclusive management of the grounds and other property owned, leased, used or controlled by the County and devoted to the use of the County fair.

C. The Fair Board, BOC and Employee recognize that unique circumstances regarding Employee's Duties, as defined herein, and Employee's occupation of the on-site dwelling at the Fairgrounds make this Agreement appropriate. NOW, THEREFORE,

AGREEMENT: Fair Board, BOC and Employee hereby agree as follows:

1. Term and Termination of Agreement.

a. Term. Unless terminated in accordance with subsection (b), the term of this Agreement is from January 15, 2016 through June 30, 2016. Thereafter, it shall be automatically renewed for successive one year terms beginning July 1, 2016 unless terminated in accordance with subsection (b), below.

b. Termination. The Fair Board, BOC or Employee may terminate this Agreement on 14 days written notice to the other parties. Termination shall not excuse liabilities incurred prior to the termination date.

2. Duties of Fairgrounds Security Attendant position. The duties of Employee's position are described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Duties"). The Duties include, but are not limited to, the following: perform night security, patrol the grounds, groom the arena for evening riders, aid boarders and users of the Fairgrounds with problems during evening hours as required. Employee's direct supervisor shall be the Fair Manager. In accordance with County policy, Employee shall receive no supervision, direction or instruction from the Fair Office Manager. In the event of a conflict between the language in this subsection and Exhibit A, the language in this subsection shall take precedence.

3. Compensation. Employee will be paid \$10.00 per hour for performing Duties. If necessary, effective January 1st of each year, Employee's hourly rate shall be increased to ensure that Employee's compensation is not less than the current applicable Oregon minimum wage. For the period January 1, 2016 through December 31, 2016, the Oregon minimum wage is \$9.25 per hour. Each week, Employee will track actual time spent performing Duties on a form provided by Fair Board, provided, however, that without prior written approval of the Fair Board, Employee shall spend no more than 58 hours per month

performing Duties.

4 Nature of Employment Relationship. The parties agree that a regular part time employee/employer relationship is created by this Agreement. The only compensation due Employee is specifically stated in this Agreement. Specifically, the parties agree that Employee will not be entitled to health and welfare coverage, to retirement benefits, or to any other benefit not specifically referred to this Agreement. In furtherance of this employee/employer relationship, the County, as fiscal agent for the Fair Board, will perform the following services:

- a. The County will pay the employer's proportionate share of social security insurance for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Employee's proportionate share of social security insurance due for services performed under this Agreement.
- b. The County will withhold state and federal income taxes from the wages paid to Employee and pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Contractor.
- c. The County will provide worker's compensation insurance for Employee's performance of Duties under this Agreement.

5. Housing.

- a. During the term of this Agreement while Employee is employed as Fairgrounds Security Attendant Employee is hereby licensed and permitted to reside on the Fairgrounds property in housing to be provided by the Fair Board, as further described on Exhibit A, attached hereto and incorporated herein by this reference ("Housing"). Such Housing is conditioned upon Employee's continued employment under this Agreement. Only Employee is authorized to reside in the Housing and any additional person or persons occupying the Housing must be pre-approved in writing by the Fair Board. Employee shall not keep domestic pets in the Housing without the prior written consent of the Fair Board.
- b. Employee shall reimburse County \$375.00 per month for the fair rental value of the Housing ("Rent"). County will deduct the monthly Rent from Employee's paycheck. If Employee is paid once monthly, the entirety of the Rent will be deducted. If Employee is paid twice monthly, one-half of the Rent will be deducted from each check. All utilities except telephone are included in the monthly Rent.
- c. Employee shall not keep or have in the Housing any article or thing of a dangerous, inflammable, environmentally hazardous or explosive character that might unreasonably increase the danger of fire in the Housing or on Fairgrounds property or that might be considered hazardous or extra hazardous by any responsible insurance company or create potential environmental cleanup liability for the Fair Board.
- d. Fair Board shall be responsible for all exterior and interior maintenance and repair of the Housing. Employee shall notify the Fair Board or the Fair Manager immediately of the need for any maintenance or repair. In addition, the Fair Board, the Fair Manager and their designees, employees, agents, contractors or subcontractors shall have the right during the term of this

Agreement to enter the Housing at all reasonable times and upon reasonable prior notice for the purpose of inspecting and/or repairing the Housing and all improvements and conditions in the Housing.

e. Employee shall make no alterations to the Housing without the prior written consent of the Fair Board. Employee shall be responsible to bear the cost of any repair for damages to the Housing caused by Employee or Employee's agents, invitees or persons in the Housing with the permission of Employee. This responsibility does not include responsibility for damage to the Housing caused by the general public when on Fairgrounds property for fair related purposes, which responsibility shall remain with Fair Board.

f. Employee shall vacate the Housing within twenty four (24) hours following termination of this Agreement.

6. General.

a. Employee agrees to comply with the rules and regulations of Fair Board, applicable federal regulations and all provisions of federal and state law relating to Employee's Duties 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.

b. Employee will perform Duties without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1964.

c. Fair Board may subcontract for similar services with other parties as the need for such services arises.

d. This Agreement shall not be subcontracted or assigned by Employee without the prior written consent of Fair Board and BOC.

e. In the event that any 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.

f. This Agreement is the entire agreement between the parties and no statements, promises, or inducements made by any party or their agents that are not contained in this written Agreement shall be valid or binding.

g. This Agreement shall be governed 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 Fair Board, BOC and Employee 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. EM+PLOYEE, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

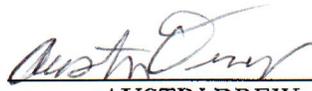
h. The failure of Fair Board to enforce any provision of this Agreement shall not constitute a waiver by Fair Board of that or any other provision. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any 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.

DONE the last date set forth adjacent to the signatures of the parties below.

YAMHILL COUNTY FAIR BOARD

EMPLOYEE


GAROLD WERTZ, JR. Chair
Date: 1-13-16


AUSTIN DREW
Date: 1/13/16

**YAMHILL COUNTY
BOARD OF COMMISSIONERS**


STAN PELMOVICH
Liaison Commissioner
Date: 1-14-16

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
1-14-16 by Board Order
16-14

Exhibit A
(see attached)

JOB DESCRIPTION

WORKING TITLE: FAIRGROUNDS SECURITY	CLASSIFICATION:
DEPARTMENT: FAIRGROUNDS	DIVISION: FAIRGROUNDS
PAY RANGE: DOE	FLSA CATEGORY: NON-EXEMPT
PHYSICAL REQUIREMENTS: ATTACHED	WORKERS COMP CODE: 5507
PPE: PER WORK LOCATION	REVISION DATE: AUGUST 2015

GENERAL STATEMENT OF DUTIES:

Secures Fairgrounds and Fairground's facilities by patrolling property; inspecting buildings, equipment, and access points; Prevents losses and damage by reporting irregularities and informing violators of policy and procedures. Performs a wide variety of manual and semi-skilled tasks.

SUPERVISION RECEIVED:

Works under supervision of Fairgrounds Manager and Yamhill County Fair Board. May receive direction from Fair Office Manager and Fairground's Maintenance Supervisor.

SUPERVISION EXERCISED:

Supervision of other employees is not a responsibility of this class.

DUTIES AND RESPONSIBILITIES INCLUDE ESSENTIAL FUNCTIONS OF POSITIONS ASSIGNED TO THIS CLASSIFICATION. DEPENDING ON ASSIGNMENT, THE EMPLOYEE MAY PERFORM A COMBINATION OF SOME OR ALL OF THE FOLLOWING DUTIES:

- Performs tasks as directed by Fair Manager;
- Patrols property and checks buildings and access points;
- Notes and reports irregularities and maintenance issues to the appropriate Fairgrounds' staff;
- Call police or fire departments in cases of emergency, such as fire or presence of unauthorized persons;
- Provides information to fairgrounds visitors and users;

JOB SPECIFICATION

KNOWLEDGE OF:

- Occupational hazards and safety precautions.
- Principles and practices of general labor including use of equipment, instruments and tools necessary in the trade.

SKILL IN:

- Performing manual labor.
- Following instructions, both verbal and written.
- Observation and making reports, both verbal and written.

ABILITY TO:

- Read, understand, and follow oral and written instructions.
- Operate hand tools, small equipment, and hand-held, two-way radios as necessary.
- Attend work as scheduled and/or required.
- Work flexible hours, including evenings and weekends.
- Interact effectively and professionally with the general public, staff, elected officials, and outside organizations.

MINIMUM EXPERIENCE AND TRAINING:

Sufficient education to insure ability to read and write.

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.

WORK ENVIRONMENT/PHYSICAL DEMANDS SUMMARY:

The incumbent typically works in a building and in outdoor areas and uses mechanical equipment as needed to perform duties with associated noise levels. Weather conditions may vary. The employee may encounter frequent interruptions throughout the workday.

The employee is regularly required to talk, listen and hear, frequently required to use repetitive hand motion, handle or feel, and to sit, stand, walk, reach, bend, regularly push, pull and lift up to 40 pounds and occasionally push, pull and lift up to 60 pounds. The incumbent will regularly use mechanical equipment typical of those used in the maintenance of buildings and landscape.

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job description in no way states or implies that these are the only duties to be performed by an employee occupying this position. Employees may be required to perform other related duties as assigned, to ensure workload coverage. Employees are required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. This job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

The job specification requirements stated are representative of minimum levels of knowledge, skills, and abilities to perform this job successfully. Any satisfactory equivalent combination of experience and training which ensures the ability to perform the work may substitute for the above so that the employee will possess the abilities or aptitudes to perform each duty proficiently.