

CONTRACT EMPLOYEE AGREEMENT
Elliott Rector
(COSSD Maintenance and Operations)

THIS AGREEMENT is between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Public Works Department and Board of Commissioners ("County") and Elliott Rector, 4500 NW McLoughlin Dr., Yamhill, OR 97148 ("Contractor") to establish the duties of both parties for Contractor to provide back-up and relief maintenance and operations services for the Cove Orchard Sewer Service District ("COSSD").

IN CONSIDERATION OF THE MUTUAL PROMISES HEREINAFTER STATED, the parties agree as follows:

A. Contractor agrees:

1. As directed by the Yamhill County Public Works Director or County Engineer, to provide back-up and relief operations and maintenance services for the sewer plant and collection system for the COSSD by performing at least the following tasks:

a. Monitor the operation and efficiency of all treatment and disposal by sampling and measurements for the specified parameters at the minimum frequency for the influent to the treatment unit and effluent from the treatment unit in the current WPCF permit.

b. Record in writing all observations of operation and maintenance activities on a monthly basis.

c. Maintain a record of the pumping dates and quantity (in gallons) of solids/wastewater pumped, and what licensed sewage disposal service company pumped the solids/wastewater, as well as the final disposal location and transfer locale (if applicable).

d. Report to DEQ annually the monitoring, maintenance practices, solids handling, and results. This report shall be on DEQ approved forms. The reporting period is the calendar year and shall be submitted by January 15th following the reporting period.

e. Coordinate and work with Yamhill County Public Works Director or the County Engineer concerning any problems, improvements and/or additions to the plant/collection system.

f. Other duties as required.

2. To work no more than 10 hours in any week without the express written approval of the Yamhill County Public Works Director or County Engineer. Contractor may be assigned nominal hours of work per week. However, no minimum amount of hours is guaranteed Contractor by this agreement.

3. To submit a statement of services performed during the month, on a form approved by County, no later than the 8th and 23rd day of each month.

4. To provide County with adequate notice in any instance when Contractor will be completely unavailable, temporarily unavailable, or will need to change schedule.

B. County agrees:

1. To pay Contractor the sum of \$25 per hour for the work described in Section A as assigned by the Yamhill County Public Works Director or County Engineer by schedule or call out. No minimum amount of hours is guaranteed Contractor by this agreement. Compensation due Contractor under this agreement shall be paid on or about the fifteenth of the month and the last working day of the month following receipt of the statement of services. In addition to the hourly rate, the County will pay Contractor a fee of \$40 per month as a retainer fee. In addition to the hourly rate and the retainer fee, County will pay Contractor \$125 per week to be available and respond to COSSD related calls when the County's primary operator is unavailable as determined by the Yamhill County Public Works Director or County Engineer.

2. To pay its proportionate share of social security 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 social security insurance, Contractor shall be treated as an employee of county.

3. 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.

4. To provide, at County's expense, worker's compensation insurance for Contractor's performance of duties under this agreement.

5. 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

6. To pay, as required by law, a general services PERS contribution on behalf of Contractor on sums paid as compensation under Section B(1) of this agreement.

6. To reimburse Contractor for his personal vehicle use in providing services under this agreement at the approved hourly rate for County employees.

C. BOTH PARTIES AGREE:

1. That a contract employee/employer relationship is created by this contract.

The only compensation due Contractor is specifically stated in this agreement. Specifically, both parties agree that Contractor will not be entitled to vacation, holiday or sick leave, other leaves with pay, tenure, health and welfare coverage, life and disability insurance, overtime, retirement benefits (except as otherwise required by law) or to any other benefit not specifically referred to in paragraph B above.

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 the Effective Date and expiring June 30, 2017 unless sooner terminated as provided in paragraph 4 below. Thereafter, this agreement shall be automatically renewed for successive one year terms beginning July 1, 2017, unless terminated in accordance with paragraph 4 below. The Effective Date is the last date set forth adjacent to the signatures of the parties below.

4. This agreement may be terminated at any time by either party upon 15 days written notice to the other party. In addition, County may also immediately terminate this agreement with cause upon written notice to Contractor or without cause if County deems such termination to be necessary in the public interest. Termination shall not excuse obligations incurred prior to termination.

5. To be valid, any modification of this agreement shall be in writing and signed by both parties.

6. This agreement supersedes and replaces any prior employment agreement between the parties whether written or oral.

7. 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 County and Contractor's performance under this agreement and that each shall comply fully with the public contracting provisions of ORS 279B.200 to 279B.240, to the extent those provisions apply.

8. County may contract for similar services with other parties as the need for such services arises.

9. This agreement shall not be subcontracted or assigned by Contractor without the prior written consent of County.

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 COURTS.

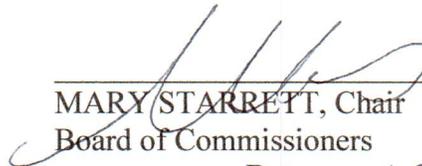
IN WITNESS WHEREOF the parties have executed this agreement in McMinnville, Oregon on the date indicated by the Board Order stamp below.

CONTRACTOR

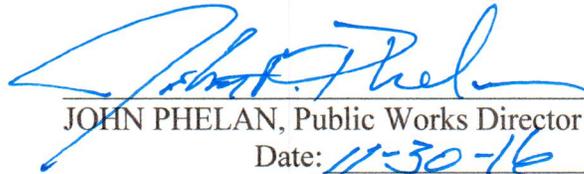
YAMHILL COUNTY



ELLIOTT RECTOR
Date: 11/28/2016



MARY STARRETT, Chair
Board of Commissioners
Date: 12-1-16



JOHN PHELAN, Public Works Director
Date: 11-30-16

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH,
County Legal Counsel

Accepted by Yamhill County
Board of Commissioners on
12-1-16 by Board Order
16-476