

CONTRACT EMPLOYEE AGREEMENT

Carol Reid

Background Investigation Services

This agreement ("Agreement") is between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Sheriff's Office ("County"), and **Carol Reid**, 10840 SE Clair Lane, Dayton, Oregon 97114 ("Contractor") to establish the duties of both parties for Contractor to provide background investigation services according to the terms set forth below.

IN CONSIDERATION OF THE MUTUAL PROMISES HEREINAFTER STATED, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. CONTRACTOR AGREES:

1. As directed by the designated County Sheriff's Office, to perform various background investigation services on candidates for positions in the Yamhill County Sheriff's Office.
2. To perform various background checks as assigned by the County Sheriff's Office in a timely manner.
3. To work no more than forty (40) hours in any week without the express written approval of the County's Sheriff's Office.
4. To submit a statement of services performed during the month, on a form approved by County, to County's Sheriff's Office by the 12th and 26th day of each month.
5. To 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.

B. COUNTY AGREES:

1. To pay Contractor the sum of \$30.00 per hour for the work described in Section A as assigned by the County Sheriff's Office. No minimum amount of hours is guaranteed to Contractor by this Agreement. Compensation due to Contractor under this Agreement shall be paid on or about the 15th day of each month and the last working day of the month following receipt, review, and approval of the statement of background services.
2. To provide appropriate background forms and secretarial support.

3. To 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 Contractor's proportionate share of Social Security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, Contractor shall be treated as an employee of County.
4. 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.
5. To provide, at County's expense, worker's compensation insurance for Contractor's performance of duties under this Agreement.
6. 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.

C. BOTH PARTIES AGREE:

1. That a contract employee/employer relationship is created by this Agreement. The only compensation due to the 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.
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 December 1, 2018 and expiring July 1, 2019. Thereafter, this Agreement shall automatically renew for succeeding fiscal years from July 1, 2019 until sooner terminated as provided in paragraph C.4.
4. This Agreement may be terminated by either party upon 15 days written notice to the other party.
5. To be valid, any modification of this Agreement shall be in writing and signed by both parties.

6. That this Agreement does not prohibit County from entering into other agreements for the same or similar services.
7. This Agreement supersedes and replaces any prior employment agreement between the parties whether written or oral.
8. 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. County and Contractor 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. 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. Without limiting the generality of the foregoing, Contractor agrees to provide services to County without regard for race, color, creed, religion, or national origin in compliance with Title IV, Civil Rights Act, 1954.
9. As a PERS retiree, Contractor acknowledges and agrees that it is Contractor's sole responsibility to comply with all terms and conditions applicable to Contractor's receipt of PERS pension benefits, including but not limited to any limitation on the number of hours Contractor 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 Contractor's compliance with such PERS requirements and Contractor hereby voluntarily waives any and all liability of County for Contractor's failure to adhere to applicable PERS requirements during or after the term of this Agreement.** If Contractor has questions regarding compliance with PERS requirements, Contractor shall direct all such questions to PERS.
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 COURT.

12. This Agreement is the entire agreement between the parties, and no statement, 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.
13. 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.

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



Carol Reid
SSN: on file



Chair RICHARD L. "RICK" OLSON



Sheriff TIM SVENSON

APPROVED AS TO FORM:



CHRISTIAN F. BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
2/21/19 by Board Order
19-52