

**CONTRACT EMPLOYEE AGREEMENT**  
**Jesus Sayago**  
**(COSSD Maintenance and Operations)**

THIS AGREEMENT ("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 Jesus Sayago, 2351 N. Irvine Street, Cornelius, Oregon 97113 ("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, and for 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 Yamhill County Public Works Director or County Engineering Manager, 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 15<sup>th</sup> 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 8<sup>th</sup> and 23<sup>rd</sup> 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 Engineering Manager 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 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 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.

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, 2022 unless sooner terminated as provided in paragraph 4 below. Thereafter, this Agreement shall be automatically renewed for successive one-year terms beginning July 1, 2023, 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 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.2-00 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.

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.

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

Jesus Sayago  
JESUS SAYAGO  
Date: 4/19/21

YAMHILL COUNTY

Mary Starrett  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 4/29/21

APPROVED AS TO FORM

Christian F. Boenisch  
CHRISTIAN F. BOENISCH  
County Counsel

Mark Lago  
MARK LAGO, Public Works Director  
Date: 4/21/21

Accepted by Yamhill County  
Board of Commissioners on  
4/29/21 by Board Order  
# 21-146