

CONTRACT EMPLOYEE AGREEMENT

Rodney S. Dunham

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 **RODNEY S. DUNHAM**, PO Box 1074, Dallas, Oregon 97338, ("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, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

A. CONTRACTOR AGREES:

1. As directed by the designated County Sheriff's Office personnel, to perform employment-related background investigation services on candidates under consideration for positions in the Yamhill County Sheriff's Office.
2. To provide a written report of the background investigation findings, in a format consistent with the needs of the County Sheriff's Office and in a timely manner.
3. That all work product, including but not limited to the report listed above, shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product created under this agreement.
4. To work no more than nineteen (19) hours in any work week without the express written approval of the designated County Sheriff's Office personnel.
5. To submit a statement of services performed during the working period, on a form approved by County, to County's Sheriff's Office by the 5th and 20th day of each month.
6. To submit a statement of pre-approved expenses incurred as a direct result of the investigative work, reasonably itemized, for reimbursement, to County's Sheriff's Office by the 5th and 20th day of each month.
7. 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.
8. Contractor shall, at Contractor's expense, maintain a driver's license valid in the state of Oregon and liability insurance minimums as outlined in ORS 806.070.

B. COUNTY AGREES:

1. To pay Contractor the sum of \$45.00 per hour for the work described in Section A as assigned by the County Sheriff's Office. No minimum number 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 provide use of a County vehicle for approved travel for the work described in Section A as assigned by the County Sheriff's Office.
4. 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.
5. 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.
6. To provide, at County's expense, worker's compensation insurance for Contractor's performance of duties under this Agreement.
7. 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 August 24, 2022, and expiring June 30, 2023. Thereafter, this Agreement shall automatically renew for succeeding fiscal years from July 1, 2023, until sooner terminated as provided in paragraph 4.
4. This Agreement may be terminated by either party at any time and for any reason. Whenever reasonable, the terminating party shall provide the other party with at least 15 days written notice of the termination.
5. To be valid, any modification of this Agreement shall be in writing and signed by both parties.

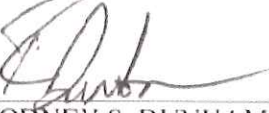
6. That this Agreement does not prohibit County from entering into other agreements for the same or similar services.
7. This Agreement supersedes and replaces any prior employment agreement between the parties whether written or oral.
8. That Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing that becomes available to Contractor in the performance of this Agreement, shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
9. 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.
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



RODNEY S. DUNHAM

Date: 8-24-2022
SS#: ON FILE

YAMHILL COUNTY, OREGON



LINDSAY BERSCHAUER, Chair,
Board of Commissioners

Date: 9-8-2022



TIM SVENSON, Sheriff
Date: 08/26/2022

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH, County Counsel

Accepted by Yamhill County
Board of Commissioners on
9-8-2022 by Board Order
22-283