

CONTRACT EMPLOYEE AGREEMENT
Michael Kemper
Code Inspection and Enforcement Services

This agreement ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Planning and Development ("County"), and Michael Kemper ("Contractor") to establish the duties of both parties for Contractor to provide code inspection and enforcement services according to the terms set forth below.

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

A. CONTRACTOR AGREES:

To perform code enforcement as directed by the Yamhill County Planning Director, to investigate solid waste, land use, building code, nuisance and other related code and ordinance violation reports; prepares written reports and follow-up letters for compliance; track progress and pursues appropriate remedies to ensure compliance.

1. To conduct investigations of public complaints or, as directed, of proposed ordinance violations.
2. To issues warning citations and violation citations as needed and assists County Counsel in preparing documentation for court appearances, assist county counsel in witness preparation. Makes court appearances.
3. To possess and maintain at Contractor's expense at all times this Agreement is in effect a valid Oregon Driver's License.
4. To work no more than twenty-four (24) hours in any week without the express written approval of the County's Planning Director.
5. To submit a statement of inspection services performed during the month, on a form approved by County, to County's Planning Director by the 23rd day of each month.
6. 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 \$48.00 per hour for the work described in Section A as assigned by the County Planning Director. No minimum number of hours is guaranteed Contractor by this Agreement. Compensation due Contractor under this Agreement shall be paid on or about the last working day of the month following receipt, review and approval of the statement of inspection services.

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2. To provide appropriate inspection forms and secretarial support.
3. To pay its proportionate share of social security insurance for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Contractor's proportionate share of social security insurance due for services performed under this Agreement. For purposes of social security insurance, 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 a motor vehicle for Contractor's use while performing inspections under this Agreement. If the Contractor provides their own vehicle, Yamhill County will compensate at \$0.54/mile.
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 Contractor is specifically stated in this Agreement. Specifically, both parties agree that Contractor will not be entitled to health and welfare coverage, to retirement benefits, 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 November 1, 2023, and expiring July 1, 2024. Thereafter, this Agreement shall automatically renew for succeeding fiscal years from July 1, 2024 until sooner terminated as provided in paragraph 4.
4. This Agreement may be terminated at any time by either party upon 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.

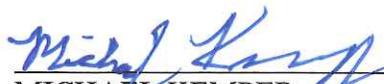
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be 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.

10. 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


MICHAEL KEMPER

SSN: on file

APPROVED AS TO FORM:


CHRISTIAN F. BOENISCH
County Counsel


Chair LINDSAY BERSCHAUER


Planning Director KENNETH P. FRIDAY

Accepted by Yamhill County
Board of Commissioners on
10.19.23 by Board Order
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