

PROFESSIONAL EMPLOYMENT AGREEMENT INSPECTOR

PARTIES:

City of Newberg,
a Municipal Corporation
414 E. First Street
Newberg, OR 97132

"City"

and

Don Sylvester
1521 Hess Creek Court
Newberg, OR 97132

"Inspector"

THIS AGREEMENT is entered into on the April 3, 1995

RECITALS:

1. The City is in need of an inspector to do various inspections for the City of Newberg.
2. The City desires to have the inspector available on an as needed basis.
3. Inspector is a licensed contractor registered with the State of Oregon Construction Contractors Board, registration # 079935, and wishes to contract the City Plumbing Inspection service for the City of Newberg.
4. Inspector possesses certification from the State of Oregon as an A Level and 1 & 2 Family Dwelling Plumbing Inspector, Certification numbers: # 2594,
_____.

NOW, THEREFORE, the parties agree as follows:

- Section 1.** **TERM.** This Agreement shall run from April 3, 1995 and shall continue in full force and effective until terminated by either party.
- Section 2.** **STATUS.** The Inspector shall be employed as an Independent Contractor for the City of Newberg. The inspector will be employed by the City of Newberg until such time as this contract is terminated pursuant to the termination provisions of this contract
- Section 3.** **SERVICES.** The Inspector shall render the following services to the City in accordance with reasonable professional practices and shall use

his best professional judgment in carrying out such services.

- (1) Various inspections for the City of Newberg in the areas of certifications outlined in Section 3 of recitals.
- (2) Report to the Building Official and follow his instructions.
- (3) Other duties and services as requested by the City through the Building Official.
- (4) The Inspector must fulfill at Inspector's own expense, requirements of the State of Oregon Building Code Agency. Failure to maintain current levels of certification, and contractor registered status, shall be grounds for immediate termination without complying with Section 7.

Section 4. **SCOPE.** Inspector is an Independent Contractor. Inspectors services shall be provided under the general supervision of the Building Official, but Inspector shall be an Independent Contractor for all purposes and shall be entitled to work independently to supply services mentioned in Section 3 above.

Inspector has other clients and is entitled to maintain reasonable contact with such clients while under the employment of this Agreement. Such contact shall not interfere with the scope of services identified in Section 3 above.

Section 5. **COMPENSATION.** In consideration of the services rendered by Inspector pursuant to this contract, the City shall pay Inspector the sum of twenty-five dollars and no/100 (\$25.00) per hour as full compensation. Payment shall be made on a monthly basis to be paid in accordance with City's payroll practices. The Inspector shall not be entitled to holiday, vacation or sick time. Inspector shall not be entitled to receipt of any other employee benefits, including, but not limited to, medical, dental, retirement benefits, and City's workers' compensation and liability insurance coverage.

Section 6. **HOURS OF WORK.** The City shall employ the Inspector on an as needed basis, such hours will be mutually agreed upon by the City. All inspections will take place between 8:00 a.m. and 5:00 p.m. unless prior approval is obtained by the Building Official.

Section 7. **TERMINATION.** Inspector's employment is at the will of the City and may be terminated at any time within the sole discretion of the City. This Agreement and Inspector employment can be terminated by either party at any time by giving 30 days written notice. The parties shall

give written notice at the address noted above, except as outlined in Section 3(4). The Inspector shall not be entitled to access the grievance procedure of the City. Provided, however, if the City terminates the Inspector's employment for just and reasonable cause, this Agreement may be terminated immediately upon written notice to the Inspector. Such notice shall state the reason for the immediate termination of the employment and the Agreement.

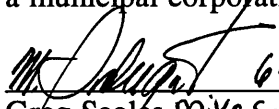
Section 8. SEVERABILITY. It is understood and agreed that if any part, term or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision.

Section 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City shall, by amendments to this Agreement, fix such other terms and conditions of employment, from time to time, as it may determine, relating to the performance by Inspector, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement.

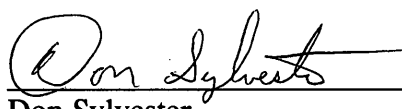
Section 10. APPLICABLE LAW. This Agreement is construed under the laws of the State of Oregon and the Charter of the City of Newberg.

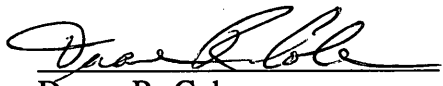
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Newberg, Oregon, on the date noted above.

CITY OF NEWBERG,
a municipal corporation

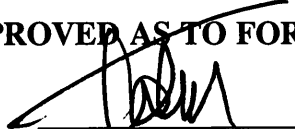
By:  6.1.00
~~Greg Seoles~~ Mike Soderquist
Community Development Director

DON SYLVESTER


Don Sylvester
Inspector, Independent Contractor

By: 
Duane R. Cole
City Manager

APPROVED AS TO FORM:


Terrence D. Mahr
City Attorney

PROFESSIONAL EMPLOYMENT AGREEMENT INSPECTOR

PARTIES:

City of Newberg,
a Municipal Corporation
414 E. First Street
Newberg, OR 97132

"City"

and

Don Sylvester
1521 Hess Creek Court
Newberg, OR 97132

"Inspector"

THIS AGREEMENT is entered into on the 1st day of July, 1995

RECITALS:

1. The City is in need of an ~~inspector~~ to do various inspections for the City of Newberg.
2. The City desires to have the inspector available on an as needed basis.
3. Inspector is a licensed contractor registered with the State of Oregon Construction Contractors Board, registration # 079905, and wishes to contract the City Plumbing Inspection service for the City of Newberg.
4. Inspector possesses certification from the State of Oregon as an A Level and 1 & 2 Family Dwelling Plumbing Inspector, Certification numbers: # 2594,
_____.

NOW, THEREFORE, the parties agree as follows:

Section 1. **TERM.** This Agreement shall run from July 1, 1995 and shall continue in full force and effective until terminated by either party.

Section 2. **STATUS.** The Inspector shall be employed as an Independent Contractor for the City of Newberg. The inspector will be employed by the City of Newberg until such time as this contract is terminated pursuant to the termination provisions of this contract

Section 3. **SERVICES.** The Inspector shall render the following services to the City in accordance with reasonable professional practices and shall use

his best professional judgment in carrying out such services.

- (1) Various inspections for the City of Newberg in the areas of certifications outlined in Section 3 of recitals.
- (2) Report to the Building Official and follow his instructions.
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Inspector has other clients and is entitled to maintain reasonable contact with such clients while under the employment of this Agreement. Such contact shall not interfere with the scope of services identified in Section 3 above.

Section 5.

COMPENSATION. In consideration of the services rendered by Inspector pursuant to this contract, the City shall pay Inspector the sum of Thirty-five dollars and no/100 (\$35.00) per hour as full compensation. Payment shall be made on a monthly basis to be paid in accordance with City's payroll practices. The Inspector shall not be entitled to holiday, vacation or sick time. Inspector shall not be entitled to receipt of any other employee benefits, including, but not limited to, medical, dental, retirement benefits, and City's workers' compensation and liability insurance coverage.

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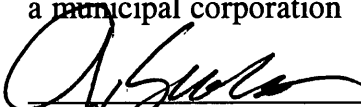
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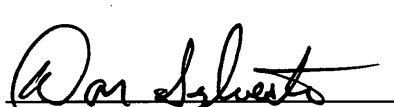
Section 8. SEVERABILITY. It is understood and agreed that if any part, term or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision.

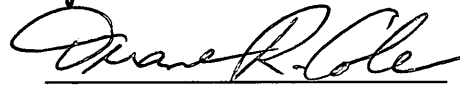
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Section 10. APPLICABLE LAW. This Agreement is construed under the laws of the State of Oregon and the Charter of the City of Newberg.

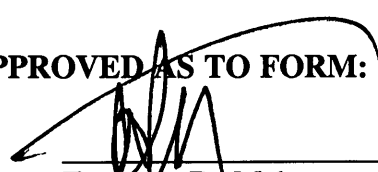
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CITY OF NEWBERG,
a municipal corporation
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Greg Scoles
Community Development Director

DON SYLVESTER

Don Sylvester
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