

PROFESSIONAL EMPLOYMENT AGREEMENT

"SERVICE PROVIDER - BUILDING DIVISION"

PARTIES:

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

"City"

and

Gary Biggs
P.O. Box 171
Carlton, OR 97111

"Service Provider"

THIS AGREEMENT is entered into on this 5th day of February, 1996.

RECITALS:

1. City is in need of a Service Provider to perform various services for the City of Newberg, Building Division.
2. City desires to have Service Provider available on an "as needed" basis.
3. Service Provider is a licensed contractor registered with the State of Oregon Construction Contractors Board, registration #104416, and wishes to contract with City to provide certain services for the City of Newberg.
4. Service Provider possesses various certifications from the State of Oregon. Copies of certifications are attached.

NOW, THEREFORE, the parties agree as follows:

Section 1. TERM. The term of this Agreement shall commence on February 5, 1996 and terminate on June 30, 1996.

Section 2. STATUS. Service Provider shall be employed as an independent contractor for City. Service Provider will be employed by the City until such time as this Agreement is terminated pursuant to its termination provisions.

Section 3. SERVICES. Service Provider shall render the following services to City in accordance with reasonable professional practices and shall use his best professional judgment in carrying out

such services.

- (1) Various inspections for City in the areas of certifications outlined in paragraph 3 (RECITALS) above.
- (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) Service Provider must fulfill at service provider's own expense, requirements of the State of Oregon Building Code Agency. Failure to maintain current levels of certification, and contractor registration status, shall be grounds for immediate termination.

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

Service Provider has other clients and is entitled to maintain reasonable contact with such clients during the term of this Agreement. However, such contact shall not interfere with the scope of services provided to City as identified in this Agreement.

Section 5. COMPENSATION. In consideration of the services rendered by Service Provider in accordance with this Agreement, City shall pay Service Provider the sum of **Twenty-Two Dollars and 50/100 Dollars (\$22.50)** per hour as full compensation. Payment shall be made on a monthly basis to be paid in accordance with City's accounting practices. Service Provider shall not be entitled to any City employee related benefits, including, but not limited to, holiday, vacation, sick time, medical, dental, retirement benefits and City's workers' compensation, unemployment benefits and liability insurance coverage.

Section 6. HOURS OF WORK. City shall employ Service Provider on an "as needed basis". Such hours will be mutually agreed upon by City and Service Provider. All services shall be performed between 8:00 a.m. and 5:00 p.m, Monday through Friday, unless prior written approval is obtained by City's Building Official.

Section 7. TERMINATION. Service Provider's employment is "at will". Service Provider's services may be terminated at any time within the sole discretion of City. This Agreement and Service Provider's employment can be terminated by either party at any time by giving 30 days written notice to the other party. The parties shall give written notice of said termination at the party's address noted above, except as outlined in Section 3(4) above. Service Provider shall not be entitled to access the City's grievance procedure.

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, invalid, or in conflict with the laws of the State of Oregon, the validity of the remaining portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

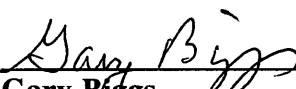
Section 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. City shall, by amendments to this Agreement, fix such other terms and conditions, from time to time, as it may determine, relating to the performance by Service Provider, provided such terms and conditions are not inconsistent or in conflict with any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

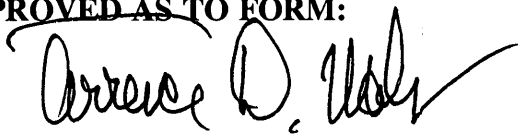
CITY OF NEWBERG,
an Oregon municipal corporation

By: 
Duane R. Cole, City Manager


Gary Biggs

By: 
Greg Scoles
Community Development Director

APPROVED AS TO FORM:

By: 
Terrence D. Mahr, City Attorney

STATE OF OREGON
BUILDING CODES AGENCY

Certificate of Certification

Gary Biggs

*having demonstrated knowledge of the code and techniques of inspection pursuant to an examination is
hereby certified as:*

Plumbing Inspector Level A

In Testimony Whereof, I have hereunto set my hand this Fifteenth *day of* April *1993*

CERTIFICATE NUMBER 5224PI

Gary J. Weber
Administrator Building Codes Agency

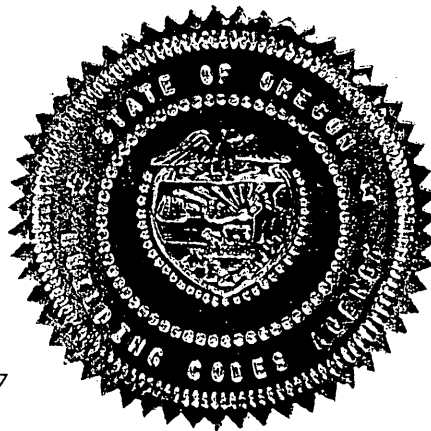
State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

Mechanical Inspector Level - A



7-87

In Testimony Whereof, *I have hereunto set
my hand and affixed hereto the seal of the Building Codes Agency of
the State of Oregon this Twelfth day
of May*

1989
Ran Smith
Administrator, Building Codes Agency

Certificate # 3805MI

State of Oregon

Department of Commerce Building Codes Division

GARY BIGGS

having demonstrated his knowledge of the code and techniques of inspection pursuant to an examination is hereby certified as

STRUCTURAL INSPECTOR A-LEVEL



In Testimony Whereof, *I have hereunto set
my hand and affixed hereto the seal of the Department
of Commerce of the State of Oregon this 5th day
of APRIL*

1987
[Signature]
for Director of Commerce

Certificate # 3128

State of Oregon

Building Codes Agency

Gary M Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

Plans Examiner A - Level



7-87

In Testimony Whereof, *I have hereunto set
my hand and affixed hereto the seal of the Building Codes Agency of
the State of Oregon this Fourteenth day
of November 19 88*

Alan Smith
Administrator, Building Codes Agency

Certificate # 3693

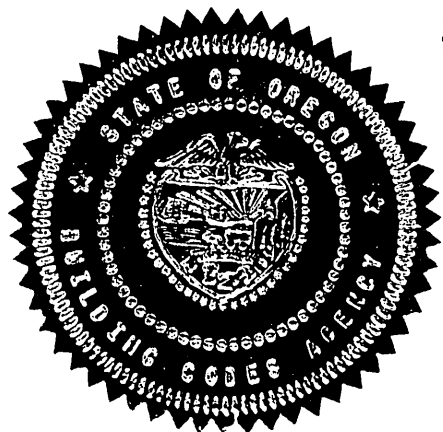
State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

Plans Examiner Fire Life Safety



In Testimony Whereof, *I have hereunto set
my hand and affixed hereto the seal of the Building Codes Agency of
the State of Oregon this Twenty-Fourth day
of February 1989*

Don Smith
Administrator, Building Codes Agency

Certificate # 3766

State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

Building Official



In Testimony Whereof, *I have hereunto set
my hand and affixed hereto the seal of the Building Codes Agency of
the State of Oregon this Twenty-first day
of June*

191
[Signature]
Administrator, Building Codes Agency
Certificate # 5200BO

State of Oregon

Department of Commerce

Building Codes Division

GARY BIGGS

having demonstrated his knowledge of the code and techniques of inspection pursuant to an examination is hereby certified as

MOBILE HOME INSTALLATION INSPECTOR - PLUMBING, ELECTRICAL



In Testimony Whereof, *I have hereunto set*
my hand and affixed hereto the seal of the Department
of Commerce of the State of Oregon this 29th day
of MAY

19 87.
Alan Smith
for Director of Commerce

Certificate # 3197

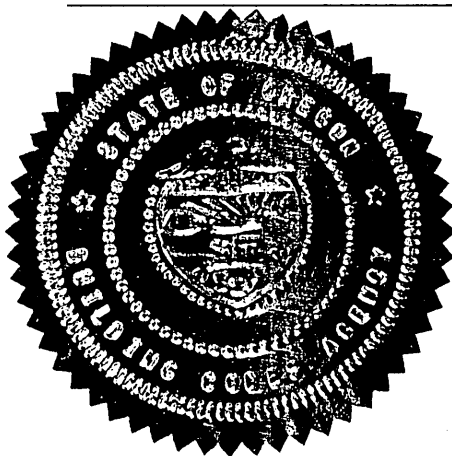
State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

Manufactured Home Installation Inspector



7-87

In Testimony Whereof, *I have hereunto set*

my hand and affixed hereto the seal of the Building Codes Agency of

the State of Oregon this First *day*

of July

1990
[Signature]
Administrator Building Codes Agency

Certificate # 3197MHI

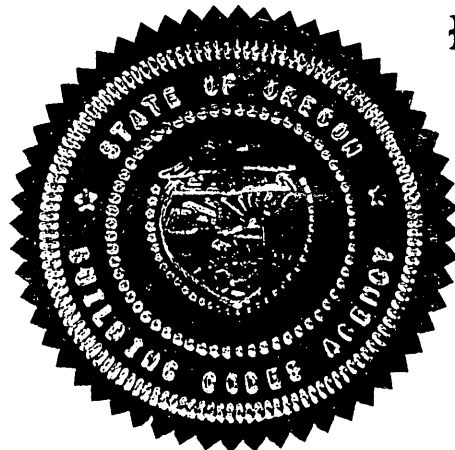
State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

Park and Camp Inspector



7-87

In Testimony Whereof, *I have hereunto set*

my hand and affixed hereto the seal of the Building Codes Agency of

the State of Oregon this Third *day*

of March

19 92
[Signature]
Administrator, Building Codes Agency

Certificate # 287PCI

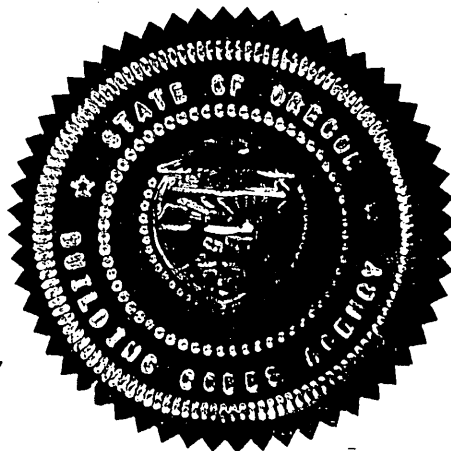
State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

CABO One and Two Family Dwelling Plans Examiner



7-87

In Testimony Whereof, *I have hereunto set*

my hand and affixed hereto the seal of the Building Codes Agency of

the State of Oregon this

First

day

of

April

1991

Administrative Building Codes Agency

Certificate # 1352CAX

State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

CABO One and Two Family Dwelling Mechanical Inspector



In Testimony Whereof, *I have hereunto set*

my hand and affixed hereto the seal of the Building Codes Agency of

the State of Oregon this Twenty-third day

of November

1990

Administrative Building Codes Agency

Certificate # 1215CAM

State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

CABO One and Two Family Dwelling Structural Inspector



In Testimony Whereof, *I have hereunto set*

my hand and affixed hereto the seal of the Building Codes Agency of

the State of Oregon this Twenty-third day

of November

190

Administrative Building Codes Agency

Certificate # 1216CAS

State of Oregon

Building Codes Agency

Gary Biggs

*having demonstrated his/her knowledge of the code and techniques of inspection pursuant to an examination
is hereby certified as*

CABO One and Two Family Dwelling Plumbing Inspector



In Testimony Whereof, *I have hereunto set*

my hand and affixed hereto the seal of the Building Codes Agency of

the State of Oregon this Twenty-third *day*

of November

1990

Administrative Building Codes Agency

Certificate # 1217CAP