

**AGREEMENT - Fairgrounds Security Attendant
(Joseph Sanchez Sr.)**

THIS AGREEMENT ("Agreement") is by and between the Yamhill County Fair Board ("Fair Board"), the Yamhill County Board of Commissioners ("BOC" or "County") and Joseph Sanchez Sr. ("Employee"), and is effective as of the date signed by all parties below ("Effective Date").

RECITALS:

A. The Fair Board has agreed to hire Employee as a regular part time Fairgrounds Security Attendant pursuant to the terms of this Agreement. Employee will live on-site at the Fairgrounds in a habitable dwelling owned and maintained by Yamhill County.

B. Under ORS 565.230, the Fair Board has the exclusive management of the grounds and other property owned, leased, used, or controlled by the County, but only to the degree the County has devoted the grounds and properties to the county fair.

C. Pursuant to the Management Agreement entered into between the Fair Board and the BOC, memorialized by Yamhill County Board Order No. 14-412, the BOC maintains responsibility for "negotiations and contracts relating to the occupancy, use, rental or lease of facilities located within the fairgrounds."

C. The Fair Board, BOC and Employee recognize that unique circumstances regarding Employee's Duties, as defined herein, and Employee's occupation of the on-site dwelling at the Fairgrounds, make this Agreement appropriate. NOW, THEREFORE,

AGREEMENT: Fair Board, BOC and Employee hereby agree as follows:

1. Term and Termination of Agreement.

a. Term. Unless terminated in accordance with subsection (b), the term of this Agreement is from February 12, 2022, through December 31, 2022.

b. Termination. The Fair Board, BOC or Employee may terminate this Agreement on 10 days written notice to the other parties. Termination shall not excuse liabilities incurred prior to the termination date.

2. Duties of Fairgrounds Security Attendant position. The basic duties of Employee's position are as follows: perform night security, patrol the grounds, groom the arena for evening riders, and aid boarders and users of the Fairgrounds with problems during evening hours as required (collectively "Duties"). The duties of Employee's position do not, under any circumstances, involve the use of force Employee's direct supervisor shall be the Fair Manager.

3. Compensation. Employee will be paid \$16.00 per hour for performing Duties. If necessary, effective January 1st of each year, Employee's hourly rate shall be increased to ensure that Employee's compensation is not less than the current applicable Oregon minimum wage. Each week, Employee will track actual time spent performing Duties on a form provided by Fair Board, provided, however, that without prior written approval of the Fair Board, Employee shall spend no more than 49 hours per month performing Duties.

4 Nature of Employment Relationship. The parties agree that a regular part-time employee/employer relationship is created by this Agreement. The only compensation due Employee is specifically stated in this Agreement. Specifically, the parties agree that Employee will not be entitled to health and welfare coverage, to retirement benefits, or to any other benefit not specifically referred to in this Agreement, except for paid sick leave that will accrue at a rate of 1 hour for every 30 hours worked. In furtherance of this employee/employer relationship, the County, as fiscal agent for the Fair Board, will perform the following services:

a. The County will pay the employer's proportionate share of social security insurance for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Employee's proportionate share of social security insurance due for services performed under this Agreement.

b. The County will withhold state and federal income taxes from the wages paid to Employee and pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Contractor.

c. The County will provide worker's compensation insurance for Employee's performance of Duties under this Agreement.

5. Housing.

a. During the term of this Agreement while Employee is employed as Fairgrounds Security Attendant, Employee is hereby licensed and permitted to reside on the Fairgrounds property in housing to be provided by the Fair Board ("Housing"). Such Housing is conditioned upon Employee's continued employment under this Agreement.

b. Employee shall reimburse County \$400.00 per month for the value of the Housing ("Rent"). County will deduct the monthly Rent from Employee's paycheck. If Employee is paid once monthly, the entirety of the Rent will be deducted. If Employee is paid twice monthly, one-half of the Rent will be deducted from each check. All utilities except telephone are included in the monthly Rent.

c. Only Employee is authorized to reside in the Housing and any additional person or persons occupying the Housing must be pre-approved in writing by the Fair Board. Employee shall not keep domestic pets in the Housing without the prior written consent of the Fair Board, and employee shall not smoke on the premises.

c. Employee shall not keep or have in the Housing any article or thing of a dangerous, inflammable, environmentally hazardous or explosive character that might unreasonably increase the danger of fire in the Housing or on Fairgrounds property or that might be considered hazardous or extra hazardous by any responsible insurance company or create potential environmental cleanup liability for the Fair Board.

d. Fair Board shall be responsible for all exterior and interior maintenance and repair of the Housing. Employee shall notify the Fair Board or the Fair Manager immediately of the need for any maintenance or repair. In addition, the Fair Board, the Fair Manager and their designees, employees, agents, contractors or subcontractors shall have the right during the term of this Agreement to enter the Housing at all reasonable times and upon reasonable prior notice for the purpose of inspecting and/or repairing the Housing and all improvements and conditions in the Housing.

e. Employee shall make no alterations to the Housing without the prior written consent of the Fair Board. Employee shall be responsible to bear the cost of any repair for damages to the Housing caused by Employee or Employee's agents, invitees or persons in the Housing with the permission of Employee. This responsibility does not include responsibility for damage to the Housing caused by the general public when on Fairgrounds property for fair related purposes, which responsibility shall remain with Fair Board.

f. Employee shall vacate the Housing within twenty-four (24) hours following termination of this Agreement.

g. Employee will not store firearms on the property.

h. Employee will store items related to his security firm, such as mace and handcuffs, in a locked safe in the Housing. Employee will place these items in the safe immediately upon arriving on the Fairgrounds. Under no circumstances will Employee use any of the items related to his security firm, such as mace and handcuffs, in connection with his duties as a Fairgrounds Security Attendant.

6. General.

a. Employee agrees to comply with all County personnel policies, all the rules and regulations of Fair Board, applicable federal regulations, and all provisions of federal and state law relating to Employee's Duties under this Agreement. The requirements of ORS 279B.200 through 279B.240 and Article XI, Section 10 of the Oregon Constitution are incorporated into this Agreement by reference.

b. Employee will perform Duties without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1964.

c. Fair Board may subcontract for similar services with other parties as the need for such services arise.

d. This Agreement shall not be subcontracted or assigned by Employee without the prior written consent of both the Fair Board and BOC.

e. In the event that any 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.

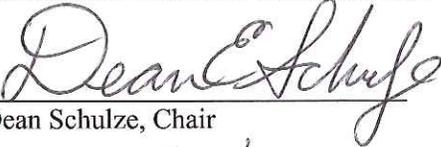
f. This Agreement is the entire agreement between the parties and no statements, promises, or inducements made by any party or their agents that are not contained in this written Agreement shall be valid or binding.

g. This Agreement shall be governed 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 Fair Board, BOC and Employee 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. EMPLOYEE, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

h. The failure of Fair Board to enforce any provision of this Agreement shall not constitute a waiver by Fair Board 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.

DONE the last date set forth adjacent to the signatures of the parties below.

YAMHILL COUNTY FAIR BOARD



Dean Schulze, Chair

Date: 6/13/22

EMPLOYEE



Joseph Sanchez Sr.

Date: _____

YAMHILL COUNTY BOARD OF COMMISSIONERS



Lindsay Berschauer, Chair

Date: 6-30-2022

APPROVED AS TO FORM:



Christian Boenisch
Yamhill County Counsel