

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 94-2-9-11	) ) ) )	IN THE MATTER OF APPOINTING WILLIAM A. VAN VACTOR AS COUNTY ADMINISTRATOR
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WHEREAS, the Board of County Commissioners believes that William A. Van Vactor should be offered the position of County Administrator, and

WHEREAS, William A. Van Vactor has requested an employment agreement with Lane County, NOW, THEREFORE, IT IS HEREBY

ORDERED that William A. Van Vactor is appointed the Director of the Office of County Administration and that he shall be the County Administrator.

IT IS FURTHER ORDERED, that the Chair is authorized to execute the attached employment agreement with William A. Van Vactor on behalf of Lane County.

Dated this 9th of February, 1994.

  
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 Chair, Lane County Board of  
 Commissioners

**FILED**

MAR 01 1994

COUNTY CLERK  
 BY Jesse Dubois

APPROVED AS TO FORM  
 Date 2/9/94 of Lane county  
Jessie J. Wilson  
 OFFICE OF LEGAL COUNSEL

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by the following parties: LANE COUNTY, OREGON, a political subdivision of the State of Oregon (hereinafter referred to as COUNTY), and WILLIAM A. VAN VACTOR (hereinafter referred to as VAN VACTOR).

## RECITALS

COUNTY, by and through the Lane County Board of Commissioners and VAN VACTOR personally, agree that VAN VACTOR shall be employed by COUNTY as the County Administrator of Lane County, subject to the terms and conditions stated herein.

## AGREEMENTS

The parties hereby agree to the following:

- A. Term of Agreement. The initial term of this agreement is two (2) years beginning February 9, 1994.
- B. Salary. COUNTY shall pay VAN VACTOR an annual salary of \$ 80,833.20.
- C. Fringe Benefits.
  1. Retirement, Health & Life Insurance, and Other Fringe Benefits  
VAN VACTOR shall receive the same retirement, health and life insurance, and other fringe benefits provided to other non-represented County employees by COUNTY except for those specifically included in this agreement.
  2. Deferred Compensation  
COUNTY shall pay into one of the deferred compensation programs provided by COUNTY an amount equal to 4.5% of gross salary.
  3. Physical Examination  
COUNTY shall reimburse VAN VACTOR for that portion of the cost of an annual physical examination, not to exceed \$150, which is not covered by the County's health insurance plan.
  4. Car Allowance  
COUNTY shall provide VAN VACTOR a monthly car allowance in the same amount as provided other COUNTY officials.

5. Membership Dues and Continuing Education  
During VAN VACTOR'S service as an Assistant County Counsel and as County Counsel, he developed significant expertise in the field of municipal law. It is therefore in both parties' interest to maintain those skills, should they become necessary in the service as County Administrator, or under the exercise of Clause F5. Therefore, COUNTY shall annually pay VAN VACTOR'S Oregon State bar dues. VAN VACTOR may attend Continuing Legal Education seminars as required to maintain his active member status.

D. Performance Evaluation.

The Board of Commissioners shall conduct a performance evaluation of VAN VACTOR'S performance by December 1 of each year. The evaluation shall be conducted through a process and in a format agreed to by both parties.

E. Merit Increase or Cost of Living Adjustment.

Each year COUNTY agrees to consider a merit increase adjustment following performance evaluation. The range for the merit increase shall be between 0 and 2.5% percent of gross salary and shall be given as the Board determines appropriate. VAN VACTOR shall receive cost of living adjustments equal to that provided other non-represented County employees.

F. Termination.

This agreement shall not be terminated, except under the following circumstances:

1. Mutual consent of the parties set forth in writing.
2. COUNTY may terminate this agreement for just cause. Parties may have the issue of whether just cause exists determined by arbitration pursuant to ORS 33.210 through 33.340. The arbitrator shall determine just cause consistent with generally accepted employment practices in the community. If just cause is found to exist, COUNTY shall have no responsibility to pay VAN VACTOR any compensation after the termination date.
3. After February 9, 1996, this employment agreement shall continue in effect on a month-to-month basis at the then existing rate of compensation, until action is taken to renew or not renew the agreement.

4. VAN VACTOR may terminate this agreement by giving COUNTY sixty (60) days' written notice, or a lesser period as agreed to by the parties.
  
5. If the Board wishes to replace the County Administrator for any reason other than for cause as provided in section F2 above, or in the event of non-renewal, then in lieu of severance pay it is hereby agreed that VAN VACTOR shall be reassigned to the Office of County Counsel at the level of Assistant County Counsel IV, or the then equivalent position, at the top step of the range then existing for such position, and with seniority reflecting VAN VACTOR'S total period of employment with Lane County. Except for dismissal for cause, VAN VACTOR'S employment in such position shall be guaranteed for a period of one year from the date of his termination as County administrator, after which time VAN VACTOR shall be continued on the same terms and conditions, and with the same rights and privileges, as other employees in the classified service of Lane County.

THIS AGREEMENT has been executed on the dates set forth below.

LANE COUNTY OREGON

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Chair, Lane County Board of Commissioners

Date: 2/11/94

  
\_\_\_\_\_  
William A. Van Vactor