PASSED

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

ORDER 00-12~~1~~3 - 23	)	IN THE MATTER OF EXTENDING THE
	)	EMPLOYMENT CONTRACT WITH THE
	)	COUNTY ADMINISTRATOR

WHEREAS, the Lane County Board of Commissioners has employed William Van Vactor as County Administrator; and

WHEREAS, the Board of Commissioners has evaluated William Van Vactor and determined that he should remain as County Administrator; and

WHEREAS, the Board of County Commissioners wishes to continue the relationship through a written contract.

NOW, THEREFORE, IT IS HEREBY ORDERED that a one-year extension contract be executed between the County and William Van Vactor; and

IT IS FURTHER ORDERED that the Chair of the Board is delegated authority to execute the contract on behalf of the County.

Dated this 13th day of December, 2000.

Chair, Lane County Board of Commissioners

EMPLOYMENT AGREEMENT

BETWEEN: William A. Van Vactor (Van Vactor)

AND: Lane County, Oregon, a political subdivision of the State of Oregon (County)

RECITALS:

A. The ordinances of Lane County provide that the Board of Commissioners (Board) shall appoint a County Administrator and that the County Administrator shall report directly to the Board.

B. Van Vactor is currently employed by County as the County Administrator, under the terms of a contract. County wishes to continue Van Vactor's employment as County Administrator, and Van Vactor wishes to accept that continued employment, on the following terms. The parties agree that this contract supersedes all prior written or oral contracts between them concerning Van Vactor's employment as County Administrator.

AGREEMENTS:

1. **Duties**. County agrees to continue Van Vactor's employment as County Administrator on the terms and conditions described below. Van Vactor agrees to accept continued employment as the County Administrator on the same terms, to devote his full time and attention to the duties of County Administrator, and to perform the functions and duties of this position in accordance with the rules and ordinances of Lane County, Oregon, and applicable local, state and federal law.

2. **Term**. This agreement shall expire on December 31, 2002, unless it is terminated earlier according to the terms of paragraph 3 of this agreement, or unless it is amended by the mutual written consent of both parties prior to that date. After December 31, 2002, this employment agreement shall- continue on a month-to-month basis at the existing rate of compensation, until action is taken to renew or not renew the agreement.

3. **Termination**. This agreement may be terminated prior to December 31, 2002 in the following circumstances:

   3.1 By mutual consent of the parties in writing.

   3.2. Unilaterally by Van Vactor, upon 90 days' written notice to the County, unless the parties agree to shorten the notice period.

   3.3. Unilaterally by the County, for the commission of an illegal act, or a wrongful act involving moral turpitude.

If this agreement is terminated pursuant to this subparagraph, Van Vactor shall receive accrued vacation leave and any other accrued leave owed to him upon termination of employment under the County's policies. Van Vactor shall not be entitled to any severance pay or other additional compensation upon separation from employment.

3.4. Unilaterally by the County for performance deficiencies. The Board shall notify Van Vactor in writing of any performance deficiency that may warrant termination of this Agreement, provide a work plan outlining the improvements needed, and establish a time frame during which the performance deficiency must be corrected. If the performance deficiency is not corrected to the Board's satisfaction within the established time period, the Board may unilaterally terminate this Agreement.

If this agreement is terminated pursuant to this subparagraph, Van Vactor shall receive accrued vacation leave and any other accrued leave owed to him upon termination of employment under the County's policies. Van Vactor shall not be entitled to any severance pay or other additional compensation upon separation from employment.

3.5 If the Board wishes to replace the County Administrator for any reason other than for cause as provided in paragraphs 3.3 and 3.4 above, or in the event of non-renewal, then in lieu of severance pay it is hereby agreed that Van Vactor shall be assigned to the Office of County Counsel at the level of Assistant County Counsel IV or the then equivalent position, and with the seniority reflecting Van Vactor's total period of employment with Lane County. Except for dismissal for cause under paragraphs 3.3 and 3.4 above, Van Vactor's employment in such positions 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.

4. **Salary and Benefits**. County will pay Van Vactor for his services rendered pursuant to this agreement the following salary and benefits:

4.1. An annual base salary as of December 13, 2000 in the amount of $103,272. Van Vactor shall also receive any cost of living adjustments given to County department directors. Any merit increases remain at the discretion of the Board, and require Board review and approval.

4.2. Monthly car allowance in the same amount provided to other County department heads.

4.3. Membership in the Public Employees' Retirement System (PERS) on the same basis as other department directors.

4.4. Insurance coverage equivalent to the package provided to other department directors, including, but not limited to health, life and long-term disability insurance.

4.5. Payment of Van Vactor's Oregon State Bar dues, and the reasonable cost of the continuing legal education seminars required to maintain Van Vactor's active status in the Oregon State Bar. All such expenses must be approved in advance by the Director of Management Services.

4.6. Time Management accrual at the rate of leave earned by other County Department Directors of Van Vactor's tenure as a County employee.

5. **Performance Evaluation**. The Board will evaluate Van Vactor's performance at least annually, generally by December 1 of each-year. The process and format for the evaluation will be determined by the Board, in consultation with Van Vactor, and subject to Van Vactor's rights under the Open Meetings Law. The Board will provide the specifics of any performance deficiencies identified during the evaluation to Van Vactor in writing.

6. **Indemnification**. The County will defend and indemnify Van Vactor against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Van Vactor's duties as County Administrator, unless prohibited by law. The duties of the County Administrator do not include the commission of any criminal act or intentional tort. This indemnification shall include the cost of defense, provided that the County will choose or approve legal representation for Van Vactor and will retain control over the defense of the claim, including the sole power to compromise and settle any claim or action and pay the amount of the settlement of judgment. The County shall provide professional liability coverage for Van Vactor through its Self Insurance program at the same level and in the same manner as provided employees in the Office of County Counsel.

7. **Bonding**. The County shall pay the full cost of any fidelity or other bonds required of Van Vactor by law or ordinance.

8. **Notices**. Notices required pursuant to this agreement shall be given by deposit in the United States Mail, postage prepaid, return receipt requested, addressed as follows:

County: Chair of the Board of Commissioners
Lane County, Oregon
125 E. 8th Avenue
Eugene, Oregon 97401

Van Vactor: William A. Van Vactor
35963 Enterprise Road
Creswell, Oregon 97426

Alternatively, notices required by this agreement may be personally serviced in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Mail.

9. **Review by Independent Counsel**. Van Vactor acknowledges that the County has advised him to have this agreement reviewed by an attorney of his choice.

10. **Effective Date**. This agreement shall become effective when approved by the Board (December 13, 2000).

11. **Voluntary Agreement**. Van Vactor acknowledges that he understands the terms of this agreement, that he has entered into it voluntarily, and that the complete terms of the parties' agreement are set forth in this written document. Van Vactor acknowledges that he has not relied on any other representations or promises by the County, its agents, employees or representatives except those contained in this agreement.

12. **Dispute Resolution**. Any controversy or claim arising out of or related to this agreement or breach thereof will be settled through arbitration in accordance with the rules and procedures of the American Arbitration Association. In the event both parties agree, the matter will be submitted to mediation under those rules; otherwise, the matter will proceed to arbitration. Any such arbitration will occur in Eugene, Oregon. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award attorney's fees and costs to the prevailing party; otherwise, the costs of arbitration, including the fees of the arbitrator, shall be divided equally by the parties and each party will be responsible for that party's attorney's fees.

COUNTY:

Lane County, Oregon

Date: _____ By: _____
Chair, Lane County Board of Commissioners

Date: 12/13/00 _____
William A. Van Vactor