

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

13-02-05-03

IN THE MATTER OF APPROVING THE  
EMPLOYMENT CONTRACT WITH COUNTY  
COUNSEL STEPHEN DINGLE

**WHEREAS**, the Board of Commissioners appointed Stephen Dingle as County Counsel on January 8, 2013, by Order No. 13-01-08-24; and


**WHEREAS**, the Board of Commissioners agreed to compensate Mr. Dingle in a manner substantively consistent with his pay and benefits effective prior to his appointment as County Counsel; and

**WHEREAS**, the Board of Commissioners finds that the attached form of contract achieved its goals.

**NOW, THEREFORE**, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. That the attached form of contract setting forth the employment terms of County Counsel Stephen Dingle is approved.
2. The Chair of the Board of Commissioners is delegated authority to execute an employment contract with Mr. Dingle in substantially the form attached.

**ADOPTED** this 5th day of February, 2013.

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

APPROVED AS TO FORM  
Date 1/29/13 Lane County  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL



# LANE COUNTY

DEPARTMENT of HUMAN RESOURCES / 125 East 8th Ave. / Eugene, OR 97401  
Phone: (541) 682-3665/ Fax: (541) 682-4290

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## EMPLOYMENT AGREEMENT

This agreement is entered into and effective this 8th day of January, 2013, by and between Lane County (County) and Stephen E. Dingle (Employee/County Counsel).

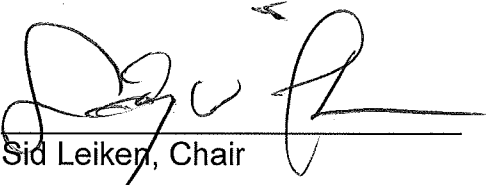
- 1 Position, duties and term: The County hereby employs the Employee as its County Counsel, and the Employee hereby accepts the position of County Counsel under the following terms and conditions.
  - 1.1 Term: The term of employment commences on January 8, 2013, and ends at the end of business on January 29, 2016, unless extended or otherwise modified by a subsequent written employment agreement between the parties.
    - a. Extension of Term: Unless County Counsel's employment is terminated pursuant to 1.1(c) of this agreement, it automatically renews on January 29, 2016, and every 29<sup>th</sup> day of January thereafter, for an additional year. Therefore, after January 29th, 2016, this agreement will become an annual contract, renewed a year in advance.
    - b. Election not to Extend Term: Either party may elect to not automatically extend the agreement by giving written notice to the other party 60 days prior to the date when automatic extension would occur.
    - c. Early Termination: The County may terminate this agreement for cause. In such event, County Counsel is entitled to 2 weeks pay and time management payouts as set out in the Lane County Administrative Procedures Manual. If the termination is without cause, County agrees to pay County Counsel the full value of one-year's salary and benefits, including value of PERS payments, and all accrued time management.
    - d. Early Resignation: The County Counsel may terminate this Agreement by providing written notice to the County at least 60 days prior to the effective resignation date.
- 2 Compensation
  - 2.1 During the first year of this agreement, County will continue to pay to County Counsel the existing base salary of \$145,995.20. The Board will conduct an initial evaluation within 12 months of the effective date of this agreement. If the evaluation is successful or better, County will pay to County Counsel an increase as established by the then effective compensation plan. County will not reduce County Counsel's salary below the amount previously in effect unless county-

wide furloughs, reductions in pay, or other county-wide changes to base salaries occur.

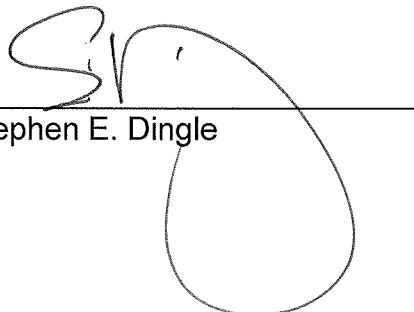
- 2.2 The County shall pay to County Counsel any cost of living increases and benefits that are provided to County non-represented employees.
- 2.3 The County shall provide to County Counsel any benefits that are provided to County non-represented employees.
- 2.4 The County shall pay County vehicle and phone stipend, consistent with County policies.
- 2.5 The County shall pay 2% of his salary each pay period into his deferred compensation account.
- 2.6 County shall make PERS payments into County Counsel's account consistent with how PERS payments are made for other non-represented Tier 1 employees.
- 2.7 County Counsel accrues time management as other non-represented county employees with the same years of service accrue such time.

IN WITNESS WHEREOF, this agreement has been executed by employer and employee on this 5<sup>TH</sup> day of February, 2013, and is made effective as of January 8, 2013.

LANE COUNTY, EMPLOYER  
LANE COUNTY BOARD OF COMMISSIONERS

  
Sid Leiken, Chair

EMPLOYEE/COUNTY COUNSEL

  
Stephen E. Dingle