

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 13-03-11-11

IN THE MATTER OF APPOINTING STEVE
MOKROHISKY AS COUNTY
ADMINISTRATOR AND APPROVING HIS
EMPLOYMENT AGREEMENT

WHEREAS, the Board of Commissioners conducted a recruitment and selection process for the County Administrator position which serves at the pleasure of the Board; and

WHEREAS, the Board announced at its February 26, 2014 meeting that the successful candidate is Steve Mokrohisky and directed Human Resources staff to make an offer of employment to Mr. Mokrohisky; and

WHEREAS, Mr. Mokrohisky has indicated his intention to accept an offer of employment with Lane County, and it is the Board's intention to compensate Mr. Mokrohisky commensurate with his qualification, experience, and responsibilities; and

WHEREAS, it is proposed that performance reviews and goal setting be accomplished in accordance with the terms of the employment agreement;

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

1. That Steve Mokrohisky be appointed County Administrator at an annual base salary of \$165,000, plus additional benefits as described in the draft employment agreement attached as Exhibit "A", effective May 5, 2014; and
2. That an employment agreement substantially similar to the draft attached as Exhibit "A" is approved and the Board Chair is authorized to execute a final employment agreement.

ADOPTED this 11th day of March, 2014.



Pat Farr, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 3-10-14



LANE COUNTY OFFICE OF LEGAL COUNSEL

EMPLOYMENT AGREEMENT

This Agreement is entered into between Lane County (“County”) and Steve Mokrohisky (“Lane County Administrator” or “Administrator”).

POSITION, DUTIES, AND TERM

1. The County hereby employs Steve Mokrohisky as its chief administrative officer, and the Administrator hereby accepts the position of Lane County Administrator under the following terms and conditions:

- 1.1 Position: The Administrator is an employee of the County and reports directly to the Lane County Board of Commissioners (“Board”), and is subject to all Lane County rules, policies, and procedures unless specifically modified in writing by this Agreement.
- 1.2 Term: The Administrator's term of employment commences on May 5, 2014, and continues as an annual agreement thereafter unless terminated as provided below.
- 1.3 Extension of term: Unless the Administrator’s employment is terminated pursuant to section 1.5(a) of this Agreement, it automatically renews on May 5, 2016, and each and every May 5th thereafter, for an additional year. Therefore, after May 5, 2016, this Agreement becomes an annual contract.
- 1.4 Election not to Extend Term: Either party may elect not to automatically extend this Agreement for an additional year by providing written notice to the other party no less than sixty (60) days prior to the May 5th renewal date of the applicable year.
- 1.5 Early Termination:
 - a. *With cause:* The County may terminate this Agreement for cause at any time upon 15 days’ notice to the Administrator. In that event, the Administrator will receive a lump sum payment of \$6,500 and time management payouts as set out in the then applicable provision of the Lane County Administrative Procedures Manual or other applicable Lane County regulation. The County must give written notice of its desire to terminate Administrator for cause at least fifteen (15) days before the effective date of termination for cause. Notice must be given in accordance with Section 1.7 below. If Administrator is terminated for cause, Administrator is not entitled to receive the severance pay specified in 1.5(c) of this Agreement.

- b. For purposes of this Agreement, termination for cause is defined as conduct that constitutes a crime, except for misdemeanor traffic citations, or conduct that constitutes a knowing and willful violation of a law governing the conduct of public officers or employees, or any act of misconduct by the employee as defined by Lane County policy or rule.
- c. *Without cause*: If the termination is without cause, the County agrees to pay the Administrator a lump sum cash severance payment equal to six (6) months aggregate salary of Administrator's then current annual base salary as severance pay.

- 1.6 Early Resignation: The Administrator may terminate this Agreement at any time by providing notice to the County at least sixty (60) days prior to the effective resignation date.
- 1.7 Notices: Notices required by this Agreement must be in writing and must be personally delivered to the Human Resources Director for the County, or to the Administrator, as applicable. In the event personal delivery is not possible, written notice must be given in the manner most likely to provide actual notice.

COMPENSATION AND BENEFITS

- 2.1 Initial Compensation: During the initial term of this Agreement, County shall pay the Administrator an annual base salary of One Hundred and Sixty-Five Thousand Dollars (\$165,000).
- 2.2 Cost of Living: County shall pay the Administrator any cost of living increases and benefits that are provided to County non-represented employees.
- 2.3 Stipends: County shall provide the Administrator with a vehicle and phone stipend in an amount as provided by Lane County policy.
- 2.4 Parking: County shall provide the Administrator with a parking space or pay for the Administrator's monthly parking pass.
- 2.5 Deferred Compensation: County shall provide the Administrator a 7% payment into a Deferred Compensation account for Administrator. County shall match the Administrator's contribution into the Deferred Compensation account up to an additional 3% for a total maximum County contribution of 10%.
- 2.6 For all non-salary compensation, the benefits may only be taken in the form it is offered, and may not be converted to cash without Board approval and a written amendment to this Agreement.

- 2.7 PERS: County shall make PERS payments into the Administrator’s account consistent with PERS payments for other non-represented employees and Oregon law.
- 2.8 Time Management: County shall provide the Administrator with time management accrual in accordance with the Administrative Procedures Manual with the following exceptions.
 - a. The Administrator’s initial bank of Time Management is one hundred (100) hours.
 - b. The Administrator will begin accruing Time Management at the 5-year accrual rate as reflected in the current County Administrative Procedures Manual.
- 2.9 Moving Expenses: The County shall reimburse Administrator’s moving expenses up to \$12,000.

PERFORMANCE REVIEW

- 3.1 At the time of the Administrator’s annual evaluation, the County, with input from the Administrator, agrees to adopt priorities, goals, and expectations for Administrator for the following calendar year. The priorities, goals, and expectations that are established may be added to or deleted as County may determine to be appropriate, in consultation with Administrator.
- 3.2 As near as possible to the Administrator’s the six month anniversary date (November), the Board will review and evaluate Administrator’s performance.
- 3.3 For each subsequent year, prior to or as near as possible to May 5, the Board will review and evaluate Administrator’s performance.
- 3.4 The Administrator will schedule the evaluation at least thirty (30) days prior to the May 5 evaluation date. The Board will evaluate the Administrator’s performance based on the priorities, goals, and expectations developed as provided in 3.0 above. The evaluation process will be mutually agreed upon by COUNTY and Administrator.

This agreement is effective as of the last date below.

Lane County
Board of County Commissioners

Lane County Administrator

Pat Farr
Chair, Lane County Board of Commissioners

Steve Mokrohisky

Date: _____

Date: _____