

CONTRACT EMPLOYEE AGREEMENT

Mark Lago: Public Works Director

THIS AGREEMENT ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon (the "County"), and Mark Lago ("Lago") to establish the duties of both parties for Lago to serve as the Director of the Yamhill County Public Works Department according to the terms set forth below.

RECITALS:

WHEREAS, Lago has been the Director of the Yamhill County Public Works Department since September 23, 2019; and

WHEREAS, Lago has informed the County that he intends to retire in June of 2024; and

WHEREAS, The County now wishes to contractually hire Lago as the Director of Public Works upon his retirement pursuant to the authority granted under Oregon's Senate Bill 1049 (2019) and House Bill 2296 (2023); and

WHEREAS, The County is authorized to enter into this Agreement pursuant to ORS 203.010(3); and now, therefore

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

Section 1: SERVICES TO BE PERFORMED BY LAGO

1. This regular full-time position provides executive leadership and management of the Road Department which includes road, fleet, parks and administration divisions. Prepares annual budgets for all divisions of the department, as well as for the Motor Vehicle Replacement Fund, Road Capital Projects Fund, and Bicycle Footpath Fund. Develops goals, objectives, and strategies to meet the department and county strategic plans. Advises the County Administrator and Board of Commissioners on various road department issues. Participates in the County's National Incident Management System. This position reports directly to the County Administrator, while also exercising considerable independent judgement in managing daily department operations. Detailed description of duties, qualifications, and requirements provided in job description, which is attached to this agreement as "Exhibit A".

Section 2. COUNTY OBLIGATIONS

The County hereby agrees to perform the following obligations:

1. To pay Lago the salary provided on Non-Bargaining Management (NB YCM) salary table at Range 35, Step 7, plus a 5% incentive for additional responsibilities associated to also managing the Parks Division, for the work described in Section 1. Additionally, Lago will also receive longevity premium per current longevity schedule, subject to years of service with County and eligibility requirements. No minimum number of hours is guaranteed to

Lago by this Agreement. The County shall make payment to Lago as part of the County's normal payroll process, following receipt and approval of an itemized statement for services/timesheet provided in the preceding payroll period. This position is FLSA Exempt and not overtime eligible.

2. To pay its proportionate share of social security insurance for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Lago's proportionate share of social security insurance due for services performed under this Agreement. For purposes of social security insurance, Lago shall be treated as an employee of the County.
3. To withhold state and federal income taxes from the monthly payment owed Lago and to pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Lago.
4. To provide medical and dental benefits to the extent such benefits are provided to other non-bargaining management employees.
5. To provide Flexible Earned Time (FET) to the extent FET is provided to equally tenured non-bargaining management employees. FET may be utilized in the same manner as utilized by equally tenured non-bargaining management employees. Upon termination of contract, any accrued FET will be cashed out per current vesting and sale schedule.
6. To provide, at the County's expense, worker's compensation insurance for Lago's performance of duties under this Agreement.
7. To provide, at the County's expense, liability insurance coverage for claims connected to performance of Lago's duties under this Agreement, subject to the provisions of the Oregon Tort Claims Act.
8. Provide Lago with records, documentation, and other forms of communication necessary for Lago's performance under this Agreement, provided that Lago shall be subject to the rules and regulations of the County relating to the confidentiality of records.
9. To provide Lago with adequate office space, supplies, and appropriate administrative support as/where needed.

Section 3: MUTUAL OBLIGATIONS

The County and Lago mutually agree as follows:

1. The County and Lago agree to comply with the rules and regulations of the County, applicable federal regulations, and all provisions of federal and state law relating to Lago's performance of services 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.
2. That a contract employee/employer relationship is created by this Agreement. The only

compensation due Lago is specifically stated in this Agreement.

3. Any expenses incurred by Lago in the performance of the terms and conditions of this Agreement not specifically provided for in this Agreement shall be the sole and separate responsibility of Lago.
4. Lago shall provide services to the County and clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.
5. The County may subcontract for similar services with other parties as the need for such services arises.
6. This Agreement shall not be subcontracted or assigned by Lago without the prior written consent of the County.
7. Lago shall be subject to the general administrative supervision of the Yamhill County Administrator.
8. To be valid, any modification of this Agreement shall be in writing and signed by both parties.

Section 4: TERM AND TERMINATION

1. *Term.* Unless terminated in accordance with subsection (2), the term of this Agreement is from June 3, 2024 through June 30, 2025 and supersedes any prior agreements between the parties. Thereafter, this Agreement shall automatically renew for succeeding fiscal years unless sooner terminated as provided below in subsection 2.
2. *Termination.* Either party may terminate this Agreement on 15 days' written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 5: PERS; WAIVER OF COUNTY LIABILITY

As a future PERS retiree, Lago acknowledges and agrees that it is Lago's sole responsibility to comply with all terms and conditions applicable to Lago's receipt of PERS pension benefits, including but not limited to any limitation on the number of hours Lago may work for the County (or other qualifying employers) in a calendar year without risking loss or reduction of PERS pension benefits. **The County bears no responsibility to monitor or ensure Lago's compliance with such PERS requirements and Lago hereby voluntarily waives any and all liability of the County for Lago's failure to adhere to applicable PERS requirements during or after the term of this Agreement.** If Lago has questions regarding compliance with PERS requirements, Lago shall direct all such questions to PERS.

Section 6: COST AND ATTORNEYS FEES

In the event that either 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.

Section 7: CONFIDENTIALITY

Lago acknowledges that Lago may, in the course of performance under this Agreement, be exposed to or acquire information that is the confidential information of the County. Any and all information provided by the County and marked confidential, or information identified as confidential in a separate writing, that becomes available to Lago in the performance of this Agreement shall be deemed to be confidential information of the County (AConfidential Information@). Any reports or other documents or items, including software, that result from Lago's use of the Confidential Information are also deemed Confidential Information. Lago agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Lago uses in maintaining the confidentiality of Lago's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement. Lago agrees that, upon termination of this Agreement or at the County's request, Lago will turn over to the County all documents, papers, and other matter in Lago's possession that embody Confidential Information.

Section 8: WAIVER; SEVERABILITY

The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County 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.

Section 9: ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

Section 10: GOVERNING LAW; JURISDICTION; VENUE

This Agreement shall be governed by 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 AClaim@) between the County and Lago 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. LAGO, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

IN WITNESS WHEREOF, the parties have executed this Agreement in McMinnville, Oregon on the date indicated by the Board Order stamp below.

MARK LAGO

YAMHILL COUNTY BOARD OF COMMISSIONERS


SSN: on file


Chair LINDSAY BERSCHAUER

APPROVED AS TO CONTENT:


KENNETH HUFFER
County Administrator

APPROVED AS TO FORM:


JODI GOLLEHON
Assistant County Counsel

Accepted by Yamhill County Board of Commissioners on 05/30/2024 by Board Order # 24-148