

**EMPLOYMENT AGREEMENT  
(Kenneth A. Huffer)**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of October, 2018 by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners ("County" or "Board") and Kenneth A. Huffer, an individual ("Huffer").

**RECITALS:**

A. Huffer is currently the County's Deputy County Administrator. The Board held an open recruitment for the County Administrator position. Huffer applied for the position and was selected by the Board as the best qualified candidate.

B. The Board has determined it appropriate to establish a new employment relationship with Huffer whereby Huffer works as County Administrator under an employment agreement. Huffer agrees that an employment agreement is appropriate under the circumstances.

C. The purpose of this agreement is to set forth the terms and conditions for a continued employment relationship between Huffer and County for Huffer to serve as County Administrator. NOW, THEREFORE,

**AGREEMENT:** Based upon the mutual promises and covenants contained herein, the parties agree as follows:

1. **Responsibilities of Huffer; outside business or professional activities.**

a. Huffer shall act as County Administrator and perform the duties specified by Ordinance 848, as may be amended from time to time, and such other duties as may be specified by the Board from time to time. Huffer shall devote full time to the performance of duties under this agreement and shall not perform any additional related services for any other person or entity without express written permission from the Board after the Board has evaluated the services in accordance with subsection (b) of this section.

b. Huffer may engage in outside business or professional activities, provided that the Board determines, in its sole discretion that such activities: (1) do not impair performance of Huffer's duties under this Agreement, (2) do not make use of County resources, (3) are not substantially similar to the services Huffer renders to the County under this Agreement, and (4) are not in violation of or otherwise inconsistent with the requirements of County policies (as amended from time to time) or with any other applicable rules, regulations or legal requirements.

2. **Term of Agreement; Cancellation .**

a. **Term.** The term specified in this paragraph is subject to paragraph (b) of this section. The County shall employ Huffer as County Administrator from January 1, 2019 through December 31, 2019. Thereafter, this agreement shall automatically renew for succeeding one year terms beginning January 1 of each year unless written notice of non-renewal is given by the Board by December 1 of the year of the term.

b. **Cancellation.**

(i) The County Administrator or Board may cancel this agreement without cause at

any time upon written notice of cancellation of this agreement, subject only to the provisions set forth in Section 5, "Severance." Upon cancellation, Huffer shall have no further employment relationship with County.

(ii) The County Administrator or Board may cancel this agreement with cause at any time upon written notice of cancellation of this agreement. If this agreement is cancelled with cause, no severance benefits are due. Upon cancellation, Huffer shall have no further employment relationship with County. As used in this agreement, "cause" means Huffer's misappropriation (or attempted misappropriation) of any of County's funds or property or Huffer's conviction of a felony or a misdemeanor involving moral turpitude. The Board may determine, in its discretion, whether the cause exists, and shall specify the nature of cause in any notice of cancellation of this agreement.

(iii) Huffer may cancel this agreement at any time upon 30 days advance written notice to the Board.

3. **Compensation.** While this agreement is in effect, County shall provide Huffer the following compensation and benefits:

a. **Base Salary.** For performing the duties of Deputy County Administrator, Huffer shall receive a base monthly salary of \$10,967. The base salary shall be paid in the same manner as salaries of County employees. Provided this agreement is then in effect, the Base Salary shall be increased by 4% on the following dates:

(i) January 1, 2020.

(ii) January 1, 2021.

(iii) January 1, 2022.

b. **Annual Review of Comparable Counties.** Each October preceding the dates specified in Section 3(a), the county's Human Resources Manager shall review the salaries of county administrators in comparable counties and present the information gathered from the review to the Board. If the Board determines the 4% annual increases to Base Salary specified in Section 3(a) are insufficient to enable Huffer's salary to reach parity with the salary of county administrators in comparable counties by January 1, 2022, it may authorize increases beyond those specified in Section 3(a) in order to achieve parity by January 1, 2022.

c. **Cost of Living Adjustments.** In addition to the Base Salary specified above, Huffer is eligible for cost of living adjustments at the discretion of the Board and as afforded other nonbargaining management personnel. Unless otherwise mutually agreed, any cost of living adjustments shall be effective in July.

d. **Salary Adjustments Beginning January 1, 2023.** Beginning with the review scheduled for December, 2022 and provided this agreement is then in effect, Huffer is eligible for salary increases at the discretion of the Board in conjunction with periodic evaluations to be conducted in December as provided in Section 4.

e. **Retirement.** County shall provide Huffer with the same retirement plan as afforded other nonbargaining management personnel.

f. **FET.** County shall provide Huffer with FET to the extent FET is provided to equally tenured nonbargaining management employees affiliated with the YCEA bargaining unit. FET may be utilized in the same manner as utilized by equally tenured nonbargaining management employees affiliated with the YCEA bargaining unit.

g. **Medical and Dental Benefits.** County shall provide Huffer with medical and dental benefits to the extent such benefits are provided to other nonbargaining management employees.

h. **Life Insurance and Workers' Compensation Coverage.** County shall provide Huffer with term life insurance consistent with life insurance provided for other nonbargaining management employees. For workers' compensation purposes, Huffer shall be treated as an "employee" of County.

i. **Expenses.** County shall pay all of Huffer's normal and customary business expenses related to performance of duties under this agreement in accordance with and subject to limits contained in County expense reimbursement policy.

4. **Evaluation.** The Board shall perform a performance evaluation of Huffer at least once each year. Unless otherwise agreed, the evaluation shall occur in December. Upon conclusion of a performance evaluation, the Board may adjust Huffer's compensation.

5. **Severance.** It is expressly understood and agreed that Huffer is employed at the will of the Board. This agreement may be cancelled by the County Administrator or Board as provided in Section 2. If this agreement is cancelled without cause, the County shall pay Huffer the following severance benefits: all compensation stated in section 3 which would accrue for 90 days from the date of cancellation. Such compensation shall be paid within 7 days of the date of cancellation of this agreement. If this agreement is cancelled with cause, or if Huffer cancels this agreement, no severance benefits are due.

6. **Effective Date.** This agreement is effective January 1, 2019.

7. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

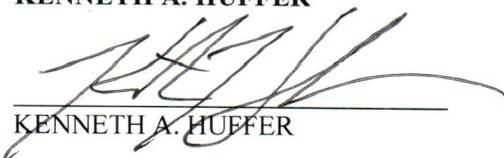
8. **Whole Agreement.** The terms and conditions of Huffer's employment with County shall be only as provided in this agreement. This agreement may be amended only by written agreement of Huffer and County. This agreement replaces any prior employment agreement of County and Huffer.

9. **Severability.** It is understood and agreed that if any part, term, or provision of this agreement is held by the court of last resort to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of the agreement 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 part, term, or provision.

10. **Replacement of Prior Employment Relationship.** It is agreed that this employment agreement replaces and supercedes any prior employment relationship between the parties.

IN WITNESS WHEREOF, the parties approved this agreement the date first written above.

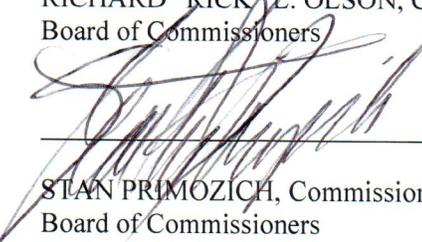
**KENNETH A. HUFFER**

  
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**YAMHILL COUNTY, OREGON**

  
MARY STARRETT, Chair  
Board of Commissioners

  
RICHARD "RICK" L. OLSON, Commissioner  
Board of Commissioners

  
STAN PRIMOZICH, Commissioner  
Board of Commissioners

APPROVED AS TO FORM:

By:   
CHRISTIAN BOENISCH  
Yamhill County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
10/18/18 by Board Order  
# 18-375