

**EMPLOYMENT AGREEMENT
(Christian F. Boenisch)**

THIS AGREEMENT is entered into this 25 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 Christian F. Boenisch, an individual ("Boenisch").

RECITALS:

- A. Boenisch has served as an attorney in the Office of County Counsel since November 9, 2010 and as County Counsel since June 6, 2013.
- B. The Board has determined it appropriate to establish a new employment relationship with Boenisch whereby Boenisch works as County Counsel under an employment agreement. Boenisch 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 Boenisch and County. NOW, THEREFORE,

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

1. **Responsibilities of County Counsel.**

a. As authorized by ORS 203.145, the Board shall employ Boenisch as an attorney in the capacity of County Counsel, County's chief legal officer. Boenisch shall be responsible to the Board for the legal affairs of the County, including those functions, duties and responsibilities set forth in County's job description for "County Counsel" and any other function or duties as may be specified by the Board from time to time and that are normally undertaken by a County Counsel. Boenisch shall devote full time to the performance of duties under this agreement and shall not perform any additional legal services for any other client without permission from the Board. During the term of this agreement, Boenisch shall maintain membership, in good standing, in the Oregon State Bar.

2. **Term of Agreement; Termination.**

a. **Term.** The term specified in this paragraph is subject to paragraph (b) of this section. The County shall employ Boenisch as County Counsel from July 1, 2018 through June 30, 2019. Thereafter, this agreement shall automatically renew for succeeding one year terms beginning July 1 of each year unless written notice of non-renewal is given at least 90 days before the end of the term.

b. **Termination.** The Board may terminate this agreement at any time upon written notice, subject only to the provisions set forth in Section 5, "Severance." Boenisch may terminate this agreement at any time upon 60 days advance written notice to the Board.

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

a. **Base Salary.** Effective July 1, 2018, Boenisch shall receive a base monthly salary of \$10,184.75. The base salary shall be paid in the same manner as salaries of County employees. The base

salary may be adjusted upward during the term of this agreement at the discretion of the Board. Unless otherwise mutually agreed, any base salary adjustment shall be effective July 1.

b. **Cost of Living Adjustments.** In addition to the Base Salary specified above, Boenisch 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 July 1.

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

d. **FET and Administrative Leave.** County shall provide Boenisch with FET and other leave to the extent such leave is provided to equally tenured nonbargaining management employees affiliated with the YCEA bargaining unit. FET and other leave may be utilized in the same manner as utilized by equally tenured nonbargaining management employees affiliated with the YCEA bargaining unit.

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

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

g. **Professional Dues and Memberships.** County shall pay Boenisch's annual Oregon State Bar dues, section memberships and assessments. County shall also consider payment of other professional dues and expenses related to professional training attributable to Boenisch, during the adoption of the annual budget of the Office of County Counsel.

h. **Expenses.** County shall pay all of Boenisch's normal and customary business expenses related to performance of Boenisch's duties as County Counsel.

4. **Evaluation.** The Board shall perform a performance evaluation of Boenisch at least once each year. Unless otherwise agreed, the evaluation shall occur in December. Upon conclusion of a performance evaluation, the Board may recommend an upward adjust in Boenisch's base salary and fringe benefits.

5. **Severance.** It is expressly understood and agreed that Boenisch is employed at the will of the Board and may be discharged by the Board at any time while this agreement is in effect, subject only to the requirement that Boenisch receive the severance benefits provided by this section. Boenisch may be discharged for any reason deemed adequate by the Board in its sole discretion. Upon discharge, Boenisch shall be entitled to all compensation stated in Section 3 which would accrue for 90 days from the date of discharge as County Counsel. "Discharge" shall include a request by the Board that Boenisch resign as County Counsel. In addition, at the option of Boenisch, "discharge" shall also mean a reduction in Boenisch's salary or benefits provided by this agreement. Upon discharge, Boenisch shall be paid all amounts due under this section within 15 days of the date of discharge.

6. **Effective Date.** This agreement is effective July 1, 2018.

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 Boenisch's employment with County shall be only as provided in this agreement. This agreement may be amended only by written agreement of Boenisch and County. This agreement replaces any prior employment agreement of County and Boenisch.

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.

11. **Review by Other Legal Counsel.** The Board acknowledges that this agreement has been prepared by Boenisch at the Board's request. The Board further acknowledges that prior to acceptance of this agreement, Boenisch recommended that the Board seek independent legal advice concerning the County's legal rights and obligations with respect to the agreement.

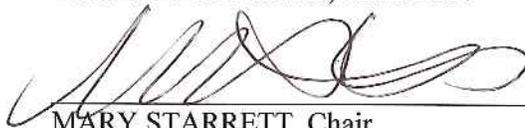
IN WITNESS WHEREOF, the parties approved this agreement the date first written above.

CHRISTIAN F. BOENISCH



CHRISTIAN F. BOENISCH

YAMHILL COUNTY, OREGON



MARY STARRETT, Chair
Board of Commissioners



RICHARD "RICK" L. OLSON, Commissioner
Board of Commissioners
Unavailable for signature

ATTEST:



LAURA TSCHABOLD, County Administrator

STAN PRIMOZICH, Chair
Board of Commissioners

Accepted by Yamhill County
Board of Commissioners on
10/25/18 by Board Order
18-383