

**AMENDMENT TO THE LANE COUNCIL OF GOVERNMENTS, LANE COUNTY, OREGON
EMPLOYMENT AGREEMENT WITH THE EXECUTIVE DIRECTOR**

Agreement Title: Employment Agreement with the Executive Director

Amendment No.: Two (2)

This Amendment modifies the Agreement named above between the BOARD OF DIRECTORS OF LANE COUNCIL OF GOVERNMENTS, LANE COUNTY, OREGON (hereinafter referred to as the COG or the Board) and BRENDALEE S. WILSON (hereinafter referred to as the Executive Director).

RECITALS

A. Article VII. I., of the LCOG Charter provides that the LCOG Board may appoint, review, or remove the Executive Director.

B. Pursuant to Article VII. I., the parties believe that it is to their mutual benefit to extend the terms of the original Agreement which expired June 30, 2021, and was amended to expire on June 30, 2023, to now expire on June 30, 2025, upon the same terms and conditions. A copy of the original Agreement is attached as Exhibit "A" and by this reference incorporated herein.

AGREEMENT

1. The Original Agreement attached as Exhibit "A" is hereby extended on the same terms and conditions with the changes as set out below.

2. **Duration.** This Amended Agreement shall take effect on July 1, 2023, set forth above, and terminate on June 30, 2025.

3. **Consideration.** Section 3 Compensation is deleted and is amended as follows:

A. Beginning July 1, 2023, and going through June 30, 2024, the Executive Director will receive an annual base salary of \$159,000. Upon a Satisfactory Annual Evaluation for Fiscal Year 23, beginning July 1, 2023, and going through June 30, 2024, the Executive Director will receive a 3.5% step increase on top of the base salary.

B. Beginning July 1, 2023, and going through June 30, 2024, the Executive Director will receive the same COLA as other Government Services Managers.

C. The Executive Director will receive an annual lump-sum payment, payable on the first pay date after July 1, 2023, in the amount of \$10,000. This merit pay will be predicated upon the successful completion of a satisfactory annual performance evaluation of the Executive Director, as determined by the Board.

D. Compensation for FY25 will be negotiated in the spring of FY24.

**LANE COUNCIL OF GOVERNMENTS
LANE COUNTY, OREGON**

Heather Buch, Chair

Brendalee S. Wilson, Executive Director

Date Signed

Date Signed

EXHIBIT A

LANE COUNCIL OF GOVERNMENTS, LANE COUNTY, OREGON EMPLOYMENT AGREEMENT WITH THE EXECUTIVE DIRECTOR

It is hereby agreed by and between the BOARD OF DIRECTORS OF LANE COUNCIL OF GOVERNMENTS, LANE COUNTY, OREGON (hereinafter referred to as the COG or the Board) and BRENDALEE S. WILSON (hereinafter referred to as the Executive Director) that the Board employ BRENDALEE S. WILSON as Executive Director on the terms and conditions hereafter set forth.

1. **Employment and Term:** The Board agrees to employ the Executive Director and the Executive Director accepts employment upon the terms and conditions of this Agreement. The Executive Director is and shall remain an at-will employee who may be terminated at any time with or without cause, subject to the terms of this Agreement. Nothing in the policies of the COG are designed or intended to give the Executive Director any rights as to expectation of employment except as set out in this Agreement. The Executive Director shall remain subject to all COG rules, regulations, policies, and procedures applicable to exempt staff, except as expressly exempted or amended within this Agreement. The term of this Agreement shall begin on the date signed and shall terminate two years thereafter. This Agreement shall be automatically extended for a period of two years unless one party notifies the other in writing at least ninety (90) days prior to the expiration of any term or renewal term of its desire not to extend this Agreement or to change the terms of the Agreement. This provision does not restrict other rights of termination as contained elsewhere in this Agreement.

2. **Duties:** The Executive Director shall have charge of the administration of the Lane Council of Governments, and shall act in accordance with the policies as set forth by the Board of Directors.

3. **Compensation:** For the term of this contract, the parties agree to the following:

A. Beginning July 1, 2019 and going through June 30, 2020, the Executive Director will receive an annual salary of \$131,687.10. On July 1, 2020, the Executive Director will receive a 1.5% COLA.

B. The Executive Director will receive an annual lump-sum payment, payable on June 21, 2019 and July 1, 2020, in the amount of \$15,000. This merit pay will be predicated upon the successful completion of a satisfactory annual performance evaluation of the Executive Director, as determined by the Board.

4. **Insurance and Other Benefits:** The Board agrees to pay the Executive Director for her services rendered pursuant to this Agreement the following benefits:

A. Transportation allowance of \$500 per month. Such amount will be taxable as earned compensation by the Executive Director.

- B. A Technology/Communication Allowance of \$200 per month. This amount covers the expenses associated with maintaining a cellular phone with data capability and Internet access away from the COG offices. In consideration for this allowance, the Executive Director will be available and accessible by the Executive Committee and Senior COG staff at all times. Such amount will be taxable as earned compensation by the Executive Director.
 - C. Beginning July 1, 2019, a Deferred Compensation Benefit of \$1,500 per year. Such amount will be added to the stated salary for payroll purposes.
 - D. An Oregon Public Employees Retirement System Employee Contribution Percentage equal to the percentage currently provided, or equal to the percentage as amended in the future, to other exempt employees.
 - E. Insurance Coverage equal to the coverage and premium levels currently provided, or equal to such coverage and premium levels as amended in the future, to other exempt employees. Insurance coverage currently includes medical, dental, vision, life, and disability insurance, and an employee assistance program.
 - F. Vacation and Sick Leave Benefits equal to the benefits currently provided, or equal to such benefits as amended in the future, to other exempt employees.
 - G. Paid Holiday Leave equal to the holiday leave currently provided, or equal to such holiday leave as amended in the future, to other exempt employees.
 - H. In addition to the benefits specifically cited in this section, the Executive Director will be eligible to receive other benefits regularly provided to the class of exempt employees.
5. **Business Expenses:** The Board agrees to budget and pay for professional dues and subscriptions the Executive Director and the Board jointly agree are necessary for the performance of her work and for the good of the COG. The Board agrees to budget for and pay for reasonable travel expenses of the Executive Director for professional and official travel, meetings, and occasions which are required to pursue the necessary official functions of the Executive Director. The Executive Director will consult with the Executive Committee prior to scheduling any out-of-state conference travel. The Board will pay for the reasonable membership fees and/or dues to enable the Executive Director to become an active member in local civic clubs and organizations.
6. **Performance Review/Goals and Objectives:** On or before June 1 of each year, the parties shall meet to complete the Executive Director's annual Performance Review and to establish goals and objectives for the COG and Executive Director for the coming fiscal year. Goals and objectives to which the Executive Director will be held accountable shall be in writing and will be included in the criteria by which the Executive Director is evaluated.

In the event that the Board determines that the performance of the Executive Director is unsatisfactory in any respect, it shall describe, in writing, the unsatisfactory performance, including: (a) facts and/or evidence to support the unsatisfactory rating; and (b) recommendations for improvement. The Board shall provide a reasonable opportunity for the Executive Director to correct the unsatisfactory performance. The Board need not give

the Executive Director an opportunity to correct her performance if the reason for her unsatisfactory rating is because of gross insubordination, gross neglect of duty or gross unfitness, inadequate physical or mental capacity, conviction of a felony, or conviction of a crime involving personal gain, moral turpitude, fraud or dishonesty.

7. **Outside Employment:** The Executive Director may engage in work activities outside of her employment as long as the work does not interfere with her duties as Executive Director and as long as she discloses such work, as well as any possible conflicts, so that the Board may assess and prevent potential conflicts of interest from arising. The outside work must not conflict with the Executive Director's work for LCOG.

8. **Termination:** This employment Agreement may be terminated under the following conditions:
 - A. By mutual agreement of the parties. No severance shall be paid to the Executive Director for termination under this provision.

 - B. By the Board, if the Executive Director exhausts her accumulated sick leave and long-term disability benefits and is thereafter unable to perform her duties. However, in no event shall the Board be required to continue sick leave for more than 90 days in a continuous period, or in excess of 75 days in one contract year. No severance shall be paid to the Executive Director for termination under this provision.

 - C. By the Board for cause, which is defined as gross neglect of duty or gross unfitness detrimental to the operation of the COG, mental or physical incapacity, conviction of a felony, dishonesty, insubordination or discourteous treatment of the public; neglect of duty or excessive absence; or violation of the terms of this Agreement or COG policies. Termination for cause may take place only after the Board provides a 14-day pre-termination notice containing specific allegations and advising the Executive Director of a date and time to meet with the Board. At such meeting, the Board will consider the allegations of misconduct, provide the Executive Director an opportunity to comment, and may consider any possible discipline, up to and including termination. If such a meeting does not resolve the issue, the Board may then terminate the Executive Director. Termination of employment for cause is immediate. No severance shall be paid to the Executive Director for termination under this provision.

 - D. By the Board, without cause and without a pre-termination or post-termination hearing and with a minimum of 60 days written notice to the Executive Director. The Board may, at its sole discretion, place the Executive Director on paid administrative leave during part or all of the 60-day period. In the event of such termination, the Board shall pay to the Executive Director, as severance pay, an amount equal to the then total monthly salary for a period of six months, less all amounts required to be withheld or deducted. The Executive Director acknowledges that these Agreement provisions cannot be changed or modified by any statement or policy of the Board or individual Board members which may indicate that she is not an at-will employee. Acceptance of severance pay by the Executive Director shall constitute a waiver and release of all claims by the Executive Director or any persons legally entitled to assert claims as a result of the termination against the COG, its directors, employees, volunteers, agents,

or representatives, whether known or unknown to the Executive Director at the time such severance pay is accepted. Prior to acceptance of any severance payment, the Executive Director and the Board shall agree upon and sign a severance agreement.

9. **Bonding:** The Board shall bear the full cost of any fidelity or other bonds required of the Executive Director in order to execute her work.
10. **Modification:** This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
11. **Governing Law:** This Agreement shall be governed by the laws of the State of Oregon.
12. **Waiver:** The waiver of either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.
13. **Savings Clause:** If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.
14. **Representation:** At all times the COG has been represented by attorney Christy K. Monson of the Local Government Law Group, Speer Hoyt, LLC. The Executive Director acknowledges that she has had the opportunity and the right to consult with independent legal counsel of her choice in regard to this Agreement.

IN WITNESS WHEREOF, Lane Council of Governments, acting by and through its Board of Directors, by action on June 27, 2019, has caused two counterparts of this Agreement to be signed in the name of the Board by its CHAIRPERSON and BRENDALEE S. WILSON.

LANE COUNCIL OF GOVERNMENTS
LANE COUNTY, OREGON

Sherry Duerst- Higgins, Board Chairperson

Brendalee S. Wilson, Executive Director

Date Signed

Date Signed