



AGENDA COVER MEMO

Memorandum Date: January 8, 2025

Order Date: January 14, 2025

TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: Alana Holmes, Chief Human Resources Officer

AGENDA ITEM TITLE: ORDER/In the Matter of Approving a Salary Range for the County Counsel Classification and Appointing a County Counsel

I. MOTION

Move approval of Order 25-01-14-XX In the Matter of Approving a Salary Range for the County Counsel Classification and Appointing Robert Bovett as County Counsel for Lane County, directing the Chief Human Resources Officer to finalize the employment agreement, and authorizing the Board Chair to execute the final employment agreement.

II. AGENDA ITEM SUMMARY

The Board of County Commissioners is being asked to approve the starting salary range to appoint Robert Bovett as County Counsel, direct the Chief Human Resources Officer to finalize the employment agreement, and authorize the Board Chair to execute the final employment agreement.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

On May 23, 2024, the Board accepted the resignation of County Counsel Erin Pettigrew.

On July 16, 2024, the Board of County Commissioners signed Board Order 24-07-16-09, approving the Raftelis consulting firm to conduct the recruitment for the County Counsel position and delegated authority to County Administrator Mokrohisky to execute the contract and approve any associated expenses.

On December 2, 2024, the Board met with Raftelis in executive session to review the initial group of applicants and to identify which applicants the Board was most interested in moving forward to interview.

On December 11 and 12, 2024, the County conducted interviews with two applicants for the position. The interview process included three interview panels, comprised of the Board of County Commissioners, County staff, and a meet and greet opportunity for Office of County Counsel staff to interact with the applicants.

On December 18, 2024, the Board conducted a follow up interview with Robert Bovett. Following the interview, County staff began negotiating an employment agreement with Robert Bovett.

B. Policy Issues

Lane Manual 3.030.005 through 3.030.015 defines the function of County Counsel, describes the Board's appointment of the position, and outlines the associated duties of the position. Lane Manual 2.192 specifies compensation for Officers of the County is set by the Board.

C. Board Goals

The hiring of this position at a competitive salary range aligns with the Lane County Strategic Plan's priority and goal of Our People and Organizational Health; *invest in our employees who are the backbone of our organization and invest in our systems and organizational health so that employees can thrive and residents can experience a more effective government.*

D. Financial and/or Resource Considerations

The salary range is competitive within the market with a scale that aligns with our comparators. The total estimated cost for one year of salary, benefits and associated costs for the County Counsel position is \$317,225 to \$392,238. The funding for the position was allocated in the FY 2024-2025 County Counsel budget. The described salary range does not exceed the funding allocated for County Counsel compensation.

E. Health Implications

There are none.

F. Analysis

The salary range was determined by comparing total compensation with our established comparator counties, and creating a starting range that is in alignment with the market average. The competitive salary range was established with the low and high ends of the range matching the average low and high ends of the comparator ranges.

Human Resources, in partnership with contracted Raftelis, have negotiated the terms of an employment agreement with Robert Bovett, subject to approval by the

Board. Raftelis has completed a background check and Robert Bovett has indicated his intention to accept an offer of employment with Lane County.

G. Alternatives/Options

Option 1 – Approve the starting salary range and appointment of Robert Bovett as County Counsel, direct the Chief Human Resources Officer to finalize the employment agreement, and authorize the Board Chair to execute the final agreement.

Option 2 – Do not approve the starting salary range and appointment of Robert Bovett. Provide staff with desired next steps.

IV. RECOMMENDATION

Human Resources recommends Option 1 based on salary analysis, application materials, the interview committees' input, and reference check information.

V. TIMING/IMPLEMENTATION

The anticipated start date for Robert Bovett is February 18, 2025.

VI. FOLLOW-UP

Upon approval, Human Resources will finalize the employment agreement for Robert Bovett and facilitate onboarding.

VII. ATTACHMENTS

- A. Employment Agreement
- B. Board Order



LANE COUNTY

PUBLIC SERVICE BUILDING / 125 EAST 8TH AVENUE / EUGENE, OR 97401 / (541) 682-4203 / FAX (541) 682-4616

EMPLOYMENT AGREEMENT

This Agreement is entered into between Lane County (“County”) and Robert Bovett (“Lane County Counsel” or “County Counsel”).

1. **Position, duties and term:** The County will employ Robert Bovett as its County Counsel effective February 18, 2025, at a step 9 on the County Counsel pay scale with starting annual salary of \$248,622.40.
 - 1.1 **Position:** The County Counsel is an employee of the County, 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 County Counsel’s term of employment commences on February 18, 2025.
 - 1.3 **Extension of term:** Unless the County Counsel’s employment is terminated pursuant to sections 1.5, 1.6 and/or 1.7 of this Agreement, it automatically renews for one (1) year upon completion of the annual review as required by Section 3 of this Agreement. Should the evaluation be delayed by more than 30 days after County Counsel’s Agreement renewal date, the evaluation rating will be presumed to be successful. The presumption of a successful rating will result in the County Counsel moving to the next step of the respective pay scale, if applicable. Step increases will be effective the first full pay period following Agreement renewal in December.
 - 1.4 **Adjustment of Term:** Beginning December 1, 2025, the Agreement term will adjust as follows:
 - December 1, 2025 – November 30, 2026
 - Annually thereafter
 - 1.5 **Election not to Extend Term:** Either party may elect not to automatically extend this Agreement for an additional year for any reason by providing written notice to the other party no less than sixty (60) days prior to the December 1st renewal date of the applicable year. If the County elects not to extend, County Counsel is entitled to the severance described in Section 1.6.2.
 - 1.6 **Early Termination:**
 - 1.6.1 ***With cause:*** The County may terminate this agreement for just cause, as defined in the Lane County Administrative Procedures Manual (APM). All provisions of the APM shall be applicable, including, but not limited to, those relating to a predetermination hearing. In the event of such termination, County Counsel is entitled to two (2) weeks’ pay and time management payouts as set out in the Lane County Administrative Procedures Manual. If terminated for just cause, County Counsel shall not receive the severance payment described in 1.6.2.

- 1.6.2 *Without cause*: If the termination is without just cause as provided in Section 1.6.1 above, County agrees to pay County Counsel the value of one-year's salary and employer portion health insurance premiums. Time Management will be paid out as set out in the Lane County Administrative Procedures Manual.
- 1.7 Early Resignation: The County Counsel may terminate this Agreement at any time by providing notice to the County at least sixty (60) days prior to the effective resignation date. If County Counsel resigns, Time Management payouts will occur as set out in the Lane County Administrative Procedures Manual.
- 1.8 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 County Counsel, as applicable. In the event personal delivery is not possible, written notice must be given in the manner most likely to provide actual notice.

2. Compensation and benefits:

- 2.1 The County Counsel's compensation will be reviewed by the Lane County Human Resources Department for market competitiveness with the following five comparator organizations: Washington County, Deschutes County, Jackson County, Clackamas County and Marion County. This review will occur on the same 3-year cycle as the market review process for all County non-represented employees, with the next review occurring in 2027. The County will consider the recommended annual adjustments necessary to maintain the market competitiveness of the County Counsel's compensation and make the final determination regarding compensation adjustments. County will not reduce County Counsel's compensation below the amount previously in effect unless county-wide furloughs, reductions in pay, or other county-wide changes to base salaries occur.
- 2.2 Cost of Living: The County shall pay to County Counsel any cost-of-living increases that are provided to County non-represented employees.
- 2.3 Stipends: County shall provide the County Counsel with a vehicle stipend in an amount as provided by Lane Manual, as well as a County paid cell phone.
- 2.4 Deferred Compensation: The County shall pay 2% of County Counsel's salary each pay period into their deferred compensation account.
- 2.5 Benefits: The County shall provide to County Counsel any benefits that are provided to County non-represented employees.
- 2.6 Public Employee Retirement System (PERS): County shall make PERS payments into the County Counsel's account consistent with PERS payments for other non-

represented employees and Oregon law.

- 2.7 Time Management (TM): County shall provide the County Counsel with a TM bank of 120 hours and TM accrual in accordance with the Administrative Procedures Manual, starting at the accrual rate for a 5-year county employee.
- 2.8 Moving Expenses: County Counsel is authorized reimbursement for moving expenses in accordance with Lane Manual.

3. **Performance Review:**

- 3.1 Within the first 60 days of employment, County Counsel and the Board will discuss goals for the initial review period will seek continuous feedback on progress towards goals established for the position. County Counsel's initial formal review period will end on July 31, 2025. County Counsel will receive a formal review in August-September 2025. Beginning August 1st, 2025, the performance review period for the County Counsel will be August 1st to July 31st on an annual basis. The evaluation process will include:
 - 3.1.1 Self Assessment: County Counsel completes a self-assessment and returns that to the Board for their review. The self-assessment should also include draft goals for the coming year so the Board and County Counsel can begin the goal setting discussion for the coming year.
 - 3.1.2 360 Degree Feedback:
 - 3.1.2.1 County Counsel will prepare their list of names for the 360 feedback survey and review the names with the Board.
 - 3.1.2.2 The list should include all direct reports (if applicable) and other participants familiar with County Counsel's work such as other key staff within the County, outside partners, staff from other jurisdictions if relevant, and key constituents/customers.
 - 3.1.2.3 The Board and County Counsel will have a conversation about any suggestions for additional names and will arrive at a mutually agreed upon list. If the Board and County Counsel cannot mutually agree on a particular name or group of names, the Board will retain the final decision authority based on majority vote.
 - 3.1.2.4 To be consistent with Lane County's Performance Review process, 360 feedback is gathered on Core Behaviors and Leadership Competencies. There is also a general comments field.

- 3.1.2.5 Human Resources will produce an executive summary of the ratings and key trends from the 360 feedback to provide to the Board.
- 3.1.3 Evaluation: Each Commissioner reviews the self-assessment information, 360 Feedback, and County Counsel's performance related to the goals/responsibilities.
- 3.1.3.1 Each individual Commissioner reviews the information provided, and gathers their feedback to share in the review meeting.
- 3.1.3.2 The Board then conducts a discussion with County Counsel and HR Director in executive session to arrive at the overall performance rating using the data provided.
- 3.1.3.3 Based on the Board's discussion, and 360 survey results the Human Resources Director will recommend a performance rating of Exceeds, Successful, Needs Improvement, or Unsatisfactory.
- 3.1.3.4 The Board and County Counsel will begin the discussion of goals for the upcoming year.
- 3.1.3.5 The Board comes out into a public session to summarize the performance evaluation and award a step increase, if applicable.
- 3.1.4 Documentation:
- 3.1.4.1 At the next available Board Meeting, a Board Order will be prepared to:
- Document the performance of County Counsel and performance rating.
 - Document any step increase, if applicable.
- 3.1.4.2 County Counsel and the Board will finalize and document the goals for the following year. County Counsel and Board should meet periodically throughout the year to discuss progress towards goals, share feedback and make adjustments as necessary.
- 3.2 The County Counsel will be evaluated using the priorities, goals and expectations and procedure established in section 3.1. If the evaluation is scored as Successful or better, the County Counsel's salary will be moved to the next step listed in the salary scale, if applicable.
- 3.3 Each year, during the months of August and September, the Board will review and evaluate County Counsel's performance, completing the review no later than the end of September each year. This allows for the sixty (60) day notice period described in

section 1.5.

- 3.4 The County Counsel will schedule the evaluation in accordance with Section 3.3. The Board will evaluate the County Counsel's performance based on the priorities, goals, and expectations developed as provided in Sections 3.1 and 3.2 above.

4. **Telework:**

In accordance with the Lane County Administrative Policy Manual (APM), the position of County Counsel is approved for telework consistent with telework for other members of the County Counsel's Office. However, County Counsel shall ensure that County Counsel remains fully accessible to the Board of Commissioners and County Administrator for in-person meetings, public meetings, public hearings, county management team meetings, and other similar events and activities. Telework shall therefore be limited to days when it is mutually convenient to both County Counsel and the county.

5. **Outside Work:**

The County recognizes that County Counsel is a recognized subject matter expert in the area of science-based drug law and policy and has long provided drug policy advice and expertise to state policymakers and county-related associations and groups. County Counsel also currently teaches drug law and policy as an adjunct law professor on his own time, and occasionally writes a drug policy essay that is published. This latter activity is compensated at a very modest level and is therefore technically outside work within the scope of Lane Manual (LM) and Lane County Administrative Policy Manual (APM). In accordance with the APM, the County approves of County Counsel teaching up to one law school class per year as adjunct faculty, and writing an occasional drug policy essay that becomes published, for which County Counsel may receive compensation separate and apart from this Agreement. County Counsel shall ensure that any such work is not attributed to the County unless the Board of Commissioners so approves. The guidelines contained in Lane County APM apply to this approved outside work.

6. **Bonding:**

The County shall bear the full cost of any fidelity or other bond required of County Counsel under any law or ordinance.

7. **Remedies:**

County and County Counsel expressly agree and understand that breach of this Agreement by either party may cause damage or injury to the non-breaching party that is unknown or difficult to ascertain at the time of this Agreement. County and County Counsel each specially reserve the right, in the case of breach of this Agreement, to

proceed for recovery of monetary damages, equitable relief or any other remedy that may be allowed by law.

8. **Assignment:**

It is expressly agreed and understood, by and between the parties, that this Agreement is personal in nature by providing for the personal service by County Counsel and, as such, County Counsel may not assign this Agreement, or any provision hereunder, to any other person.

9. **Indemnification**

9.1.1 **Duty to Defend:** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the County agrees to defend, hold harmless, and indemnify County Counsel from any and all demands, claims, suits, actions, and legal proceedings in law or in equity acting within the scope of their employment or duties as agent and employee of the County. The above indemnification shall not apply to any demand, claim, suit, action or legal proceeding brought against County Counsel by or on behalf of the County or any criminal proceedings brought against County Counsel.

9.1.2 **Conditions of Duty:** The obligations of the County to defend pursuant to this paragraph shall be conditioned on:

9.1.2.1. Prompt notification to County by County Counsel of any threatened or reasonably contemplated claim;

9.1.2.2. Full cooperation by County Counsel with the County and its legal counsel in defending the claim; and

9.1.2.3. County Counsel not compromising, settling, negotiating or otherwise similarly dealing or disposing with the claim without the express consent of the Board.

9.1.3 **Reimbursement of Costs:** In the event the County has provided a defense pursuant to paragraph 9.1, and a court or other adjudicator having jurisdiction over the matter determines that any act or omission of County Counsel that gives rise to the claim did not occur within the scope of their employment or duties, County Counsel shall reimburse the County for all reasonable cost of such defense and indemnity actually incurred and paid on their behalf by the County and County shall be under no further duty to defend.

9.1.4. **Limitation of Duty:** In no event shall the Board, individually or collectively, be liable or responsible to County Counsel for defending or indemnifying County Counsel against such demands, claims, suits, actions, and legal proceedings.

10. **Alternative Dispute Resolution**

Except as otherwise provided in paragraph 6, Termination, in the event of any dispute or claim arising under or related to this Agreement, County and County Counsel agree to use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Oregon. Such mediation shall be conducted within sixty (60) days, or other reasonable time mutually agreed to by the parties, following either party's written request therefor. If such dispute or claims not settled through mediation, then either party may initiate a civil action in the Circuit Courts for Lane County.

11. **General Terms and Conditions**

- 11.1.1. **Entire Agreement**: It is expressly agreed by both parties that County Counsel, acting in the position of County Counsel, serves at the pleasure of the Board, as such, it is the sole and exclusive prerogative to grant salary and benefits or other perquisites of the position and the only rights of County Counsel regarding maintenance of the position of County Counsel are set forth as agreed to by the parties herein. This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions or negotiations between the parties.
- 11.1.2. **Severability**: If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, that provision or portion shall be severable, and the remainder of this Agreement shall continue in full force and effect.
- 11.1.3. **Governing Law and Venue**: This Agreement shall be constructed according to the laws of the State of Oregon. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement shall bring the action or proceeding in the Circuit Court for the State of Oregon for Lane County. If the claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. Each party hereby consents to the exclusion jurisdiction of such courts, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

This agreement is effective as of the last date below.

Lane County
Board of County Commissioners

Lane County Counsel

David Loveall
Chair, Lane County Board of Commissioners

Robert Bovett

Date

Date

DRAFT

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-01-14-XX

In the Matter of Approving a Salary Range
for the County Counsel Classification and
Appointing a County Counsel

WHEREAS, Lane Manual 3.030.010 specifies the County Counsel will be appointed by the Board and Lane Manual 2.192 specifies compensation for Officers of the County is set by the Board; and

WHEREAS, the Board directed Human Resources to conduct a recruitment and selection process for the position of County Counsel, which serves at the pleasure of the Board; and

WHEREAS, the proposed salary range is consistent with the guidelines set by the Board; and

WHEREAS, the Board directed Human Resources to proceed with the selection and contracting of a search firm, to post the County Counsel position and to source candidates; and

WHEREAS, interviews were held with staff panels and the Board; and

WHEREAS, Robert Bovett has indicated his intention to accept an offer of employment with Lane County, and it is the Board's intention to compensate Robert Bovett commensurate with his qualifications, experience, responsibilities, and within the recommended salary range.

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

1. The starting salary range for the County Counsel classification will be between \$196,248 and \$248,622.40 per year.
2. That Robert Bovett be appointed County Counsel with an annual base rate within the salary range, plus benefits, as described in the employment agreement.

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3. That the Chief Human Resources Officer finalize the terms of Robert Bovett's employment per Board direction.
4. That the Board Chair is authorized to execute the final employment agreement.

ADOPTED this 14th day of January, 2025.

David Loveall, Chair
Lane County Board of Commissioners