

## **EMPLOYMENT AGREEMENT**

### **COUNTY ADMINISTRATIVE OFFICER**

THIS AGREEMENT made and entered into, by and between the Board of Pacific County Commissioners, "BOARD" on behalf of Pacific County (COUNTY), a Washington political subdivision and municipal corporation, and Kathy Spoor (COUNTY ADMINISTRATIVE OFFICER), 218 South Jackson Street/P.O. Box 829, South Bend, Washington, 98586, for the purposes and subject to the terms and conditions set forth herein:

#### **I. DUTIES AND RESPONSIBILITIES**

The COUNTY ADMINISTRATIVE OFFICER is employed to (a) assist the BOARD as its chief administrator with the oversight of those COUNTY operations within the BOARD's executive authority including the supervision of the Directors of the Departments of Community Development, Public Health and Human Services, and Public Works; (b) direct the operations of the COUNTY's Department of General Administration by (1) administering its budget, personnel, equipment and facilities, (2) monitoring its contracts and agreements to ensure compliance with applicable policies and regulations, (3) serving as the Pacific County Risk Manager; (4) initiating related and necessary program development and planning activities, and (5) analyzing a wide range of related proposals and services; (c) upon their request, assist other COUNTY officials with administering applicable personnel policies and collective bargaining agreements and analyze modifications to those documents for the BOARD; (d) upon designation by the BOARD, lead negotiation of labor contract renewals and agreements under the purview of the BOARD; (e) upon designation by the BOARD, serve as BOARD's representative on the Washington Counties Risk Pool Board of Directors and/or other similar boards; and (f) perform such related duties and functions that the BOARD shall from time to time assign.

The COUNTY ADMINISTRATIVE OFFICER will participate in the development and revision of COUNTY goals and objectives, programs, policies and procedures. She will maintain close working relationships with other COUNTY officials to promote efficient and harmonious achievement of BOARD objectives, and to assist with resolving problems affecting various COUNTY operations.

The parties to this AGREEMENT understand that in all respects and at all times, the COUNTY ADMINISTRATIVE OFFICER is not an independent contractor. The COUNTY ADMINISTRATIVE OFFICER realizes and accepts the fact that she is responsible to, under the direction of, and serves "at the pleasure of" the BOARD with her activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations and COUNTY policies.

The COUNTY ADMINISTRATIVE OFFICER will operate with appreciable latitude for independent actions and decisions commensurate with demonstrated ability and she recognizes that errors in judgment could result in substantial impact upon the COUNTY.

## **II. HOURS OF WORK**

The parties to this AGREEMENT understand and agree that this position is full time and exempt from provisions of the Federal Fair Labor Standards Act (FLSA) and from collective bargaining representation. This position often requires the COUNTY ADMINISTRATIVE OFFICER to work before and beyond the scheduled business hours and occasionally on weekends and holidays.

It is further understood and agreed that the COUNTY ADMINISTRATIVE OFFICER will not accrue the annual (vacation) and/or medical (sick) leaves that other COUNTY employees accrue pursuant to various labor agreements and personnel policies. However, as long as the duties herein described are performed satisfactorily, the COUNTY ADMINISTRATIVE OFFICER may be absent for vacations and/or medical reasons, including caring for immediate family members, or she may work less than the scheduled business hours without penalty.

## **III. COMPENSATION**

For the services rendered pursuant to this AGREEMENT the COUNTY will provide the COUNTY ADMINISTRATIVE OFFICER with a monthly salary of seven thousand three hundred thirty three dollars and thirty four cents (\$7,333.34). Beginning in January 2012, and in each year thereafter during which this contract and any extensions are valid, the COUNTY ADMINISTRATIVE OFFICER's monthly salary will be increased to reflect "cost of living adjustments" commensurate with those provided to other COUNTY non-represented employees. As of January 1, 2013, the COUNTY ADMINISTRATIVE OFFICER's monthly salary shall be increased by One Hundred Sixty Six dollars and sixty six cents (\$166.66) dollars per month, in addition to any cost of living adjustment that may be provided. The COUNTY ADMINISTRATIVE OFFICER's salary will be paid to her at the same time, and in the same manner, in which the COUNTY's non-represented employees receive their compensation, except that in all cases payment of her salary shall be made to the COUNTY ADMINISTRATIVE OFFICER via direct electronic deposit. All other terms and conditions of this AGREEMENT will remain the same.

## **IV. FRINGE BENEFITS**

The COUNTY ADMINISTRATIVE OFFICER is entitled to all the benefits enjoyed by other COUNTY non-represented employees. These benefits include, but are not limited to, regular contributions to Social Security (FICA/OASI), the Public Employees Retirement System, State industrial insurance/medical aid, unemployment insurance, and life and health insurance.

The COUNTY ADMINISTRATIVE OFFICER will be covered by and participate in social security (FICA/OASI), the Public Employees Retirement System, and the state industrial insurance/medical aid, and unemployment insurance programs. The COUNTY will contribute to these programs on behalf of the COUNTY ADMINISTRATIVE OFFICER in the same manner and to the same extent as for other non-represented COUNTY employees.

The COUNTY will provide a health (medical, dental, and vision) and life (term life and accidental death or disability) insurance program for the COUNTY ADMINISTRATIVE OFFICER and her eligible dependents to the same extent as other non-represented COUNTY employees.

**V. OTHER CONDITIONS**

The COUNTY ADMINISTRATIVE OFFICER shall have the right to retreat to her former position as the DIRECTOR OF HEALTH AND HUMAN SERVICES under the existing contract and conditions as exist on August 31, 2011 without penalty, at any time during the first six months of this AGREEMENT.

The COUNTY will furnish the COUNTY ADMINISTRATIVE OFFICER with suitable office space, necessary office supplies and equipment, support and clerical services, and access to personal computing and other data processing and records management equipment to assist her with fulfilling the duties noted herein. The COUNTY will furnish the COUNTY ADMINISTRATIVE OFFICER with a COUNTY cell phone at its expense for business use. It is understood that COUNTY property is to remain with the COUNTY upon severance of the COUNTY ADMINISTRATIVE OFFICER.

The parties to this AGREEMENT agree that this position's incumbent must retain her primary residence within the jurisdictional boundaries of Pacific County during the duration of this AGREEMENT and any extensions.

The COUNTY will reimburse the COUNTY ADMINISTRATIVE OFFICER for use of her personal vehicle when used for COUNTY business in the same manner and to the same extent as the COUNTY'S other non-represented employees. The COUNTY ADMINISTRATIVE OFFICER shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this contract and any extension(s), and shall provide proof of such to the COUNTY upon request. Alternately, the COUNTY may elect to furnish a COUNTY vehicle to the COUNTY ADMINISTRATIVE OFFICER for her use in fulfilling his duties.

The parties agree that the need exists for the COUNTY ADMINISTRATIVE OFFICER to keep abreast of professional development including budget, personnel, resource, grant, and project management methods, legislation pertinent to local government, and to maintain professional contacts, attend professional meetings, and to participate in professional organizations. In addition, the parties agree that the need exists for the COUNTY ADMINISTRATIVE OFFICER to maintain pertinent state licenses and registrations, and acknowledge that maintenance of said licenses and registrations requires continuing education. Within budget limitations, the COUNTY will pay the membership dues to those organizations that contribute to the COUNTY ADMINISTRATIVE OFFICER's continued professional development and improved performance and to support the costs for her to travel to and attend their meetings, conferences and training programs.

## **VI. TERM/TERMINATION**

This AGREEMENT shall be deemed to have become effective the 1<sup>st</sup> day of September 2011, and will continue in full force and effect for two (2) years four (4) months through December 31, 2013. In the event either party to this AGREEMENT desires to terminate or modify the provisions of this AGREEMENT, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of six (6) months prior to the expiration date or this agreement will be extended one (1) additional year. This agreement will continue thereafter on an annual basis until the proper written notice to terminate or modify is provided. This provision will not prevent the parties from amending this AGREEMENT by mutual written consent. This provision will not prevent, limit or otherwise interfere with the BOARD's right to terminate the services of the COUNTY ADMINISTRATIVE OFFICER or the COUNTY ADMINISTRATIVE OFFICER's right to resign from employment with the COUNTY.

If the BOARD desires to terminate the COUNTY ADMINISTRATIVE OFFICER and she is willing to continue to fulfill her duties, the COUNTY will furnish (a) written notice at least six (6) months prior to the date of official discharge, or (b) a lump sum payment equal to the COUNTY ADMINISTRATIVE OFFICER's next six (6) months' compensation (including fringe benefits), or (c) any combination of written notice and lump sum payment that totals six (6) months.

If the COUNTY ADMINISTRATIVE OFFICER desires to voluntarily resign, she shall furnish written notice of at least sixty (60) days prior to the date she intends to separate from employment with the COUNTY.

If the COUNTY ADMINISTRATIVE OFFICER is found guilty of a felony, the BOARD may, within its discretion, terminate this AGREEMENT without compensating payment to the COUNTY ADMINISTRATIVE OFFICER. The BOARD or its agent must personally serve or send by certified mail, return receipt requested, written notice to the COUNTY ADMINISTRATIVE OFFICER, setting forth with specificity, the grounds for termination at least ten (10) days before the effective termination date. This notice provision does not limit the authority of the BOARD to temporarily suspend the COUNTY ADMINISTRATIVE OFFICER or to relieve her from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the actions. With the exception of termination as a result of her having been found guilty of a felony, if the BOARD notifies the COUNTY ADMINISTRATIVE OFFICER of an action to terminate her without compensation, to suspend her, or to relieve her from duty, with or without pay, she may ask for arbitration as set forth in Article XII-DISPUTES, by filing a request in writing with the BOARD within twenty (20) days of being personally served with written notice of the BOARD's action, or within twenty (20) days of the BOARD sending written notice by certified mail, return receipt requested.

## **VII. SAVINGS AND SEVERABILITY**

If any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, said provision(s), or portions(s) thereof, shall be deemed severable and the remainder of this AGREEMENT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

#### **VIII. NON-DELEGATION**

The services to be furnished under the terms of this AGREEMENT shall be performed by the COUNTY ADMINISTRATIVE OFFICER personally and shall not be delegated or subcontracted in whole or in part without the express consent of the COUNTY.

#### **IX. LEGAL RELATIONS, INDEMNIFICATION AND INSURANCE**

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortuous conduct of the COUNTY ADMINISTRATIVE OFFICER while performing or in good faith purporting to perform her official duties to the same extent as if he were a private person or corporation. Whenever a claim, action or proceeding for damages is brought against the COUNTY ADMINISTRATIVE OFFICER, his beneficiary or heirs arising from acts or omissions while performing or in good faith purporting to perform her official duties, she/they may request the BOARD to authorize the defense of the action or proceeding at the expense of the COUNTY. If the BOARD, or the COUNTY using the evaluation procedure established by Resolution No. 93-128A or its replacement, finds that the acts or omissions of the COUNTY ADMINISTRATIVE OFFICER were or in good faith purported to be within the scope of her official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment or settlement, including punitive damages, against the COUNTY ADMINISTRATIVE OFFICER, his beneficiary or heirs, shall be paid on approval of the BOARD or by an approval procedure created by resolution of the BOARD.

If the BOARD and the COUNTY ADMINISTRATIVE OFFICER disagree as to whether the COUNTY should authorize the defense of an action or proceeding at the COUNTY's expense or whether the COUNTY should pay to settle any claim or resulting monetary judgment arising out of the tortuous conduct of the COUNTY ADMINISTRATIVE OFFICER while performing or in good faith purporting to perform her official duties, the dispute shall be submitted to arbitration as set forth in Article XII – DISPUTES.

The COUNTY will maintain continuously for the term of the AGREEMENT, at its own expense, general, automobile, employment liability, and professional liability insurance, or self-insurance on an occurrence policy basis, for the services and activities provided by the COUNTY ADMINISTRATIVE OFFICER. COUNTY provided automobile liability insurance coverage shall be maintained for COUNTY owned vehicles only.

#### **X. SOLICITATION OF CONTRACT**

The COUNTY ADMINISTRATIVE OFFICER warrants that she has not employed or retained any company or person to solicit or secure this contract, that she has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without further liability.

## **XI. OWNERSHIP OF DOCUMENTS**

The COUNTY ADMINISTRATIVE OFFICER agrees that all systems, documents, reports, and compilations of any kind or nature developed during the performance of the work undertaken pursuant to this AGREEMENT shall belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

## **XII. DISPUTES**

The parties agree that disputes concerning interpretation of the meaning of any of the terms of this AGREEMENT, scope of the duties to be performed under this AGREEMENT, or other question relating to the performance of the terms of this AGREEMENT shall be subject to arbitration according to the following procedures; however, the parties agree to make reasonable attempts to resolve disputes before moving forward with arbitration:

Either party may initiate arbitration. The initiating party must first provide the other written notice of such setting forth with specificity the nature of the dispute. Within fifteen (15) days of receiving a notice requesting arbitration, each party will choose a selector. The two (2) selectors chosen will, within fifteen (15) days of both being chosen, select a disinterested third person to serve as the arbitrator who is capable, willing and prepared to conduct the hearing and render the written decision within the specified time limits. If the time frames are not met, the Pacific County Superior Court Judge will select the arbitrator. A "day" will be as defined in the County Civil Rules. The COUNTY agrees to pay for the services of an arbitrator at a rate not to exceed one hundred dollars (\$100) per hour up to a total amount which shall not exceed three thousand dollars (\$3,000). However, if an arbitration proceeding is initiated by the COUNTY ADMINISTRATIVE OFFICER and the arbitrator determines that the position of the COUNTY ADMINISTRATIVE OFFICER is frivolous; the COUNTY ADMINISTRATIVE OFFICER shall pay for the arbitration services.

The arbitrator is empowered to determine all issues including employment duties and employment status during the pendency of the arbitration. He/She will be allowed to make temporary decisions regarding the dispute; provided, the arbitrator will conduct a formal hearing to take testimony concerning the dispute before reaching a final decision. "Rules of evidence" shall not apply, but the parties shall have the opportunity to present relevant evidence, to call witnesses, and to cross examine adverse witnesses.

Within thirty (30) days of the conclusion of the hearing, the arbitrator will decide the dispute by issuing a written decision; otherwise, either party may re-initiate the arbitration process, in which case the present arbitrator will be released from further duty without compensation. The arbitrator's decision will be final and binding upon the parties hereunder and enforceable, if necessary, in a court of law.

### **XIII. ATTORNEYS FEES AND COSTS**

In the event either party files a lawsuit in any trial or appellate court seeking enforcement of an arbitrator's decision, the filing party, if successful, shall be entitled to costs of suit, court costs and reasonable attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year so noted.

COUNTY ADMINISTRATIVE OFFICER:

Kathy Spoor  
SSN

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON:

Norman "B" Cuffel, Commissioner

Jon Kaino, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

ATTEST:

Prosecuting Attorney      Date

Clerk of the Board \_\_\_\_\_ Date \_\_\_\_\_