

AMENDMENT No. 4
to the EMPLOYMENT AGREEMENT for the
COUNTY ADMINISTRATIVE OFFICER

THIS AMENDMENT No. 3 formally amends that certain Employment Agreement made and entered into the 9th of August, 2011, 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 "CAO")), POB 829, South Bend, WA 98586, by revising Section III., COMPENSATION, and Section VI., TERM/TERMINATION, and adding Section XII., PUBLIC RECORDS ACT, as follows:

III. COMPENSATION

For services rendered pursuant to this amended agreement, the COUNTY will provide the CAO with a monthly salary beginning January 1, 2021, of Nine Thousand Nine Hundred and Twelve Dollars (\$9,912).

Beginning January 1, 2022, the CAO's monthly salary will be adjusted by the same percentage COLA afforded other management employees.

Beginning January 1, 2023 the CAO's monthly salary will be adjusted by the same percentage COLA afforded other management employees.

The CAO'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 CAO via direct electronic deposit.

VI. TERM/TERMINATION

This amended AGREEMENT shall be deemed to become effective the 1st day of January 2021, and supersedes the applicable sections of the CAO's AGREEMENT signed by the BOARD on the 9th day of August, 2011. This amended AGREEMENT will continue in full force and effect through the 31st day of December 2023. This AGREEMENT will continue thereafter on an annual basis and will be adjusted annually by any cost of living adjustment (COLA) afforded other FSLA exempt management employees. 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 CAO or the CAO's right to resign from employment with the COUNTY.

The CAO shall serve at the pleasure of the BOARD. If the BOARD desires to terminate the CAO and she is willing to continue to fulfill her duties, the COUNTY will provide (a) written notice at least six (6) months prior to the date of official discharge, (b) a lump sum payment equal to the CAO's next six (6) month's compensation (including fringe benefits), or (c) a combination of written notice and lump sum payment that when added together meets the six (6) month requirement.

If the CAO desires to voluntarily resign from employment with Pacific County, 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 CAO is found to have committed misfeasance, malfeasance, or nonfeasance in office, the BOARD may, within its discretion, temporarily suspend the CAO or relieve her from duty immediately, if the action is set forth in writing specifying the basis for and the degree or nature of the actions. If the BOARD notifies the CAO of an action to terminate or suspend her based on misfeasance, malfeasance or nonfeasance, with or without pay, she may ask for arbitration as set forth in Article XIII-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.

ALL OTHER PROVISIONS of the EMPLOYMENT AGREEMENT remain in full force and effect as per the AGREEMENT dated August 9th, 2011.

County Administrative Officer

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Kathy Spoor Date
SSN: On file

Frank Wolfe, Chair

Lisa Olsen, Commissioner

Michael Runyon, Commissioner

ATTEST:

Clerk of the Board Date