

## **SPECIAL EMPLOYMENT AGREEMENT DIRECTOR OF PUBLIC WORKS**

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 Jennifer Oatfield ("DIRECTOR"), for the purposes and on the terms and conditions set forth below.

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

The essential duties and responsibilities of the DIRECTOR are outlined in the POSITION DESCRIPTION for the Director of Public Works as adopted by the BOARD. The POSITION DESCRIPTION is included as "Attachment A" of this Special Employment Agreement.

The DIRECTOR 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 DIRECTOR is not an independent contractor. The DIRECTOR 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 DIRECTOR 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 DIRECTOR to work before and beyond the scheduled business hours and occasionally on weekends and holidays.

It is further understood and agreed that the DIRECTOR 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 DIRECTOR 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 DIRECTOR with the following monthly salary:

- Effective January 1, 2023 through June 30, 2023: Step 1 for the Department Director position on the Wage Schedule for Special Employment Agreements (\$8,879 monthly rate) adopted as part of "Exhibit A" of the Pacific County Budget.
- Effective July 1, 2023 through December 31, 2023: Step 2 for the Department Director position on the Wage Schedule for Special Employment Agreements (\$9,100 monthly rate) adopted as part of "Exhibit A" of the Pacific County Budget.
- Effective January 1, 2024, upon successful performance review by the BOARD, the DIRECTOR will continue to progress through the steps for the Department Director on the Wage Schedule for Special Employment Agreements adopted as part of "Exhibit A" of the Pacific County Budget, including any "cost-of-living adjustment" provided therein, with the effective date of "Step Increases" being January 1<sup>st</sup> and July 1<sup>st</sup>.

The DIRECTOR'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 DIRECTOR via direct electronic deposit.

### **IV. FRINGE BENEFITS**

The DIRECTOR 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 DIRECTOR 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 DIRECTOR in the same manner and to the same extent as for other non-represented COUNTY employees.

### **V. OTHER CONDITIONS**

The COUNTY will furnish the DIRECTOR 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. It is understood that COUNTY property is to remain with the COUNTY upon severance of the DIRECTOR.

The COUNTY will reimburse the DIRECTOR 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 DIRECTOR 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 DIRECTOR for her use in fulfilling her duties.

The parties agree that the need exists for the DIRECTOR 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. Within budget limitations, the COUNTY will pay the membership dues to those organizations that contribute to the DIRECTOR'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 become effective on January 1, 2023, and will continue in full force and effect through December 31, 2023. The COUNTY shall meet with the DIRECTOR in January of 2024 to review performance. This AGREEMENT will continue thereafter on an annual basis. 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 DIRECTOR or the DIRECTOR's right to resign from employment with the COUNTY.

The DIRECTOR shall serve at the pleasure of the BOARD. If the BOARD desires to terminate the DIRECTOR 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 or a (b) a lump sum payment equal to the DIRECTOR's next six (6) month's compensation (including fringe benefits).

If the DIRECTOR 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 DIRECTOR is found guilty of a felony, the BOARD may, within its discretion, terminate this AGREEMENT without compensating payment to the DIRECTOR. The BOARD or its agent must personally serve or send by certified mail, return receipt requested, written notice to the DIRECTOR, setting forth with specificity, the grounds for termination at least ten (10) days before the effective termination date.

If the DIRECTOR is found to have committed misfeasance, malfeasance, or nonfeasance in office, the BOARD may, within its discretion, temporarily suspend the DIRECTOR 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 DIRECTOR 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.

## **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 DIRECTOR 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 DIRECTOR while performing or in good faith purporting to perform her official duties to the same extent as if she were a private person or corporation. Whenever a claim, action, or proceeding for damages is brought against the DIRECTOR, her beneficiary or heirs arising from acts or omissions while performing or in good faith purporting to perform her official duties, he/she 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 DIRECTOR 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 DIRECTOR, her 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 DIRECTOR 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 DIRECTOR while performing or in good faith purporting to perform her official duties, the dispute shall be submitted to arbitration as set forth in Article XIII – 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 DIRECTOR. COUNTY provided automobile liability insurance coverage shall be maintained for COUNTY owned vehicles only.

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

The DIRECTOR warrants that she has not employed or retained any company or person to solicit or secure this contract, and 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 rescind this AGREEMENT without further liability.

#### **XI. OWNERSHIP OF DOCUMENTS**

The DIRECTOR 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. PUBLIC RECORDS ACT**

This AGREEMENT and all public records associated with this AGREEMENT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the DIRECTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the DIRECTOR agrees to make them promptly available to the COUNTY. If the DIRECTOR considers any portion of any record provided to the COUNTY under this AGREEMENT, whether in electronic or hard copy form, to be protected from disclosure under law, the DIRECTOR shall clearly identify any specific information that she claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the DIRECTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the DIRECTOR (a) of the request and (b) of the date that such information will be released to the requester unless the DIRECTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the DIRECTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The DIRECTOR may only use privately owned communication devices (whether telephone, computer or other) for COUNTY business if the records created by that COUNTY business can be accessed by the COUNTY to fulfill public records requests.

### **XIII. 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 five thousand dollars (\$5,000). Any costs exceeding \$5,000 will be split evenly between the DIRECTOR and the COUNTY. However, if an arbitration proceeding is initiated by the DIRECTOR and the arbitrator determines that the position of the DIRECTOR is frivolous, the DIRECTOR 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. The arbitrator will be allowed to make temporary decisions regarding the dispute; provided that the arbitrator will conduct a formal hearing to take testimony concerning the dispute before reaching a final decision. The Washington State 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 shall 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.

### **XIV. 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.

DIRECTOR OF PUBLIC WORKS

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Jennifer Oatfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Olsen, Chair

SSN: On File

\_\_\_\_\_  
Jerry Doyle, Commissioner

\_\_\_\_\_  
David Tobin, Commissioner

COUNTY ADMINISTRATIVE OFFICER

\_\_\_\_\_  
Paul Plakinger

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA #

\_\_\_\_\_  
Amanda Bennett, Clerk of the Board

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**PACIFIC COUNTY****POSITION DESCRIPTION**

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**POSITION:** Director  
**OFFICE/DEPARTMENT:** Department of Public Works  
**REPORTS TO:** County Administrative Officer/Board of County Commissioners  
**UNION STATUS:** Exempt  
**SALARY GRADE:** Special Employment Agreement  
**DATE LAST REVISED:** February 8, 2022

**1.0 PRIMARY FUNCTION AND PURPOSE**

The Director oversees and directs the operations, programs and services of the Department of Public Works (DPW) and its divisions, which includes engineering, operations and construction of roads, utilities, diking and also includes Equipment Rental and Revolving Fund (ER&R) and Administration. Directly supervises and oversees the managerial staff of each division under the Department of Public Works. Directs the research, development, preparation of the department and its divisions' budgets and presents it to the Board of County Commissioners (BOCC) for approval. Directs the budget oversight efforts and revisions. Develops and implements the strategic planning for the department and its divisions. Ensures the department and its divisions are complying and following established plans, department and county policies and procedures, and adherence to labor contract stipulations.

**2.0 ORGANIZATIONAL RELATIONSHIPS****2.1 Supervision Received**

Reports to the County Administrative Officer and the Board of County Commissioners.

**2.2 Supervision Exercised**

Supervises all staff within the Department of Public Works.

**3.0 ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Develop, propose, implement and oversee the plans and programs for the DPW and its divisions. Determine its mission and goals, core services and allocation of financial, human and capital resources.
- Develop and manage short-term and long-term department and divisions goals and priorities.
- Directly oversee the top managerial staff of all divisions. Conducts the hiring, training, counseling, evaluation, motivation and employee relations, and discipline of the managerial staff. Ensure effective and efficient supervisory performance of the managers over the staff in each division, oversee and approve hiring, discipline and terminations, and ensures compliance with labor contract stipulations.
- Ensure adequate staff levels in all the divisions. Assess and coordinate staff training needs and ensures staff maintains mandatory certifications and required skills.
- Direct the development and implementation of policies, procedures and practices of each division. Ensure each division's performance to the established plans, goals and objectives.
- Develop and oversee programs and activities involving community relations, community education and public information. Promote optimum customer service throughout the division and the manager's participation in community issues relevant to the department. Serve as the primary liaison to the public and the media in all matters pertaining to DPW and its divisions.



- Oversee the fiscal management including development and presentation of the department's operating budgets, monitoring revenues and expenditures, research and development of new funding sources, ensuring that all programs are within budget and as cost effective as possible.
- Oversee accounting functions such as expenditure tracking, investments, compliance with federal, state and local requirements, grants, accounts payable and receivables, collections and other accounting functions.
- Review and troubleshoot projects throughout their stages. Assist and consult Public Works staff.
- Ensure construction projects are designed and constructed to specifications, and according to recognized and modern engineering principals. Provide for long-term planning and direction for maintenance and repair projects, ensuring quality and timely completion of project and programs.
- Provide for long-term planning and direction of the road and bridge construction programs.
- Provide fleet management and oversight of the Equipment Rental and Revolving Fund (ER&R). Analyze vehicle use, expense, and cost and make recommendations on purchase.
- Attend, participate and represent Pacific County at meetings and conferences at local, state and federal level regarding projects, regulatory issues, legislation, and education. Review regulation and legislation changes to determine the implication for Pacific County.
- Collaborate with managers to investigate citizen complaints, plan and initiate appropriate action to address or resolve the complaint.
- Review and collaborate with managers, prepare and oversee contracts and contract work.
- Attend and participate in regular meetings with the BOCC.
- Conduct regular staff meetings. Promote staff's communication, interaction, sharing of knowledge, and propose improvement ideas and solutions.
- Audit internal programs and processes to ensure outmost quality management. Develop and implement innovative solutions and corrective actions, as necessary.
- Participate with BOCC in development of the annual and six-year road programs.
- Provide technical assistance and advice to the BOCC on various county and departmental issues.
- Oversees the maintenance of complete and accurate records in all divisions of DPW.
- Perform other duties as assigned by the BOCC.
- Perform the duties of subordinate managers as needed.
- Directs the recruitment and hiring process for new employees within the department.

#### **4.0 EDUCATION, EXPERIENCE and TRAINING**

- Bachelor's degree and three-plus (3+) years responsible management experience providing expertise in the direction of Public Works programs and/or Public Facilities or Director level experience may be substituted for the education requirement.
- The ideal experience would provide a thorough knowledge of public works infrastructure such as transportation and wastewater treatment with exposure to other areas such as fleet management and storm water management.
- Possess, develop and maintain a comprehensive knowledge of the laws and regulations and program trends pertaining to Public Works programs and administration issues.
- Possess and maintain a valid driver's license.

#### **5.0 NECESSARY KNOWLEDGE, SKILLS AND ABILITIES**

- Possess a working broad-based knowledge of civil engineering, engineering project management, and regulations governing public engineering projects, as well as the political process.
- Knowledge of team and network building of community resources and services. Skilled at conflict resolution and negotiations.
- Excellent oral and written communication skills. Skilled at public speaking in a variety of forums and diverse audiences.
- Knowledge of public works issues, trends, political environment, and organizational structures. Knowledge of modern management and supervisory principles and practices. Able to provide clear and concise instructions, and see through its execution.

- Develop and maintain effective working relations with department staff, local public and private agencies, state and federal agencies, subcontractors, community groups, the media, and the general public. Strong and effective public relations skills. Able to work well in a highly political environment.
- Leadership skills to develop effective ideas/solutions and strategies to achieve goals. Lead and implement innovations.
- Work well in a team environment as well as independently. Skilled at managing workloads and working in a multi-task environment with frequent interruptions.
- Skilled at research and analyzing data, and arriving at logical conclusions. Prepare comprehensive reports and recommendations, implement decisions, audit outcomes and adjust accordingly.
- Exercise judgement and discretion regarding sensitive or confidential matters.
- Use and operate standard modern office equipment, including a personal computer with word processing, database and spreadsheet software.
- Use and operate equipment and tools commonly used in the engineering trade as they relate to the required experience listed. Knowledge and familiarity with construction equipment.

## **6.0 BEHAVIORAL STANDARDS**

- Positively represents Pacific County.
- Demonstrate honest and ethical behavior.
- Respectful and courteous to the public, county leadership and other employees.
- Demonstrate good work habits.

## **7.0 WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS**

### **Work Environment**

- Duties are mainly performed in a busy office environment.
- Working independently most of the time.
- Shifts other than the traditional 8:00 a.m. to 5:00 p.m. may be available during certain periods of the calendar year.
- Overtime, evening, and weekend work may be required.
- May require travel with reasonable accommodation to off-site facilities.
- May require prolonged computer related exposure.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

### **Physical Requirements**

- Sitting for extended periods of time.
- Manual dexterity necessary to perform repetitive tasks including the operation of a keyboard and other necessary engineering and office related equipment.
- Driving to meetings and seminars throughout the county and state.
- Walking to and from various offices and departments, etc.
- Climbing stairs in county facilities and other agency buildings this position comes in contact with.
- Lifting up to 40 lbs. at least waist high during the normal course of performing daily duties.
- Bending, stooping, and twisting during the course of performing required functions.
- Sight and hearing of acceptable standards.
- Ability to travel by foot over rough, steep, uneven terrain.

## **8.0 SELECTION PROCESS**

The selection process will include a formal application and evaluation of education and experience, and may also include an oral interview, background and/or reference checks and job-related tests.