

SPECIAL EMPLOYMENT AGREEMENT COUNTY ENGINEER

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 Grace Amundsen Barnkow ("COUNTY ENGINEER"), for the purposes and on the terms and conditions set forth below.

I. DUTIES AND RESPONSIBILITIES

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

The COUNTY ENGINEER represents that she is a Licensed Civil Professional Engineer under the laws of the State of Washington, and will maintain such in good standing during the term of this AGREEMENT and any extensions. Failure to maintain such registration and license shall be cause for suspension with or without compensation, and/or immediate termination of the COUNTY ENGINEER without provision of the notice and/or compensation specified in Article VI ("TERM/TERMINATION") of this AGREEMENT.

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

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

- Effective March 28, 2022 through March 31, 2022: Step 1 for the County Engineer position on the Wage Schedule for Special Employment Agreements (\$8,015 monthly rate; prorated hourly for this month only)
- Effective April 1, 2022: Step 1 for the County Engineer position on the Wage Schedule for Special Employment Agreements (\$8,015; monthly salary)
- Effective October 1, 2022: Step 2 for the County Engineer position on the Wage Schedule for Special Employment Agreements (\$8,215; monthly salary)
- Effective January 1, 2023, upon successful performance review by the BOARD, the COUNTY ENGINEER will continue to progress through the steps for the COUNTY ENGINEER on the Wage Schedule for Special Employment Agreements, including any across-the-board "cost-of-living adjustment" provided other COUNTY non-represented employees, with the effective date of "Step Increases" being April 1st and October 1st.

The COUNTY ENGINEER'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 ENGINEER via direct electronic deposit.

IV. FRINGE BENEFITS

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

V. OTHER CONDITIONS

The COUNTY will furnish the COUNTY ENGINEER 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 COUNTY ENGINEER.

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

The parties agree that the need exists for the COUNTY ENGINEER 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 COUNTY ENGINEER'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 the 28th day of March 2022, and will continue in full force and effect through the 27th day of March, 2023. The COUNTY shall meet with the COUNTY ENGINEER in January of 2023 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 COUNTY ENGINEER or the COUNTY ENGINEER's right to resign from employment with the COUNTY.

The COUNTY ENGINEER shall serve at the pleasure of the BOARD. If the BOARD desires to terminate the COUNTY ENGINEER 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 COUNTY ENGINEER's next six (6) month's compensation (including fringe benefits).

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

If the COUNTY ENGINEER is found to have committed misfeasance, malfeasance, or nonfeasance in office, the BOARD may, within its discretion, temporarily suspend the COUNTY ENGINEER 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 COUNTY ENGINEER 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 COUNTY ENGINEER 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 ENGINEER 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 COUNTY ENGINEER, her beneficiary or heirs arising from acts or omissions while performing or in good faith purporting to perform her official duties, he/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 ENGINEER 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 ENGINEER, 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 COUNTY ENGINEER 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 ENGINEER 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 COUNTY ENGINEER. COUNTY provided automobile liability insurance coverage shall be maintained for COUNTY owned vehicles only.

X. SOLICITATION OF CONTRACT

The COUNTY ENGINEER 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 COUNTY ENGINEER 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 COUNTY ENGINEER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the COUNTY ENGINEER agrees to make them promptly available to the COUNTY. If the COUNTY ENGINEER 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 COUNTY ENGINEER 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 COUNTY ENGINEER 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 COUNTY ENGINEER (a) of the request and (b) of the date that such information will be released to the requester unless the COUNTY ENGINEER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the COUNTY ENGINEER fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY ENGINEER 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 (\$150) 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 COUNTY ENGINEER and the COUNTY. However, if an arbitration proceeding is initiated by the COUNTY ENGINEER and the arbitrator determines that the position of the COUNTY ENGINEER is frivolous; the COUNTY ENGINEER 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.

COUNTY ENGINEER

Grace Amundsen Barnkow

Date

SSN: On File

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa R. Olsen

Lisa Olsen, Chair

Frank Wolfe

Frank Wolfe, Commissioner

Mike Runyon

Mike Runyon, Commissioner

COUNTY ADMINISTRATIVE OFFICER

Paul Plakinger

Date

APPROVED AS TO FORM:

Prosecutor's Office

Prosecutor's Office

33048

WSBA #

ATTEST:

Amanda Bennett, Clerk of the Board

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

RESOLUTION NO. 2022-_____

IN THE MATTER OF APPOINTING A COUNTY ENGINEER

WHEREAS, Chapter 36.80.010 RCW states that the county legislative authority of each county shall employ a county road engineer on either a full-time or part-time basis, or may contract with another county for the engineering services of a county road engineer from such other county; and

WHEREAS, Chapter 36.80.020 RCW requires the county engineer to be a registered and licensed professional civil engineer under the laws of the State of Washington, duly qualified and experienced in highway and road engineering and construction, and shall serve at the pleasure of the Board; and

WHEREAS, Chapter 36.80.020 RCW further requires the county engineer to produce a bond in an amount determined by the Board, conditioned upon the fact that he or she will faithfully perform all the duties of his or her employment and account for all property of the county entrusted to his or her care.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that the Board of County Commissioners hereby appoints Grace Amundsen Barnkow, PE WA License #56162 as the County Engineer, effective March 28, 2022, and shall present an official bond in the amount of \$50,000.

PASSED by the following vote this 8th day of March, 2022 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



Lisa Olsen, Chair



Frank Wolfe, Commissioner



Mike Runyon, Commissioner

ATTEST:

Amanda Bennett, Clerk of the Board

PACIFIC COUNTY**POSITION DESCRIPTION**

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

1.0 PRIMARY FUNCTION AND PURPOSE

The statutory requirements of RCW 36.80 are assigned to the County Engineer to report through the Director of the Department of Public Works. The County Engineer must be a licensed professional civil engineer. Be responsible for the planning, administration, and coordination of all engineering and associated activities related to county roads. Work of this class involves the exercise of considerable independent judgment and discretion in the interpretation, application, and enforcement of laws, regulations, and County policies applicable to road design, construction, and maintenance activities; the supervision of professional, operational and other office support personnel; and the conduct of considerable coordination with other county departments, other governmental agencies, and the public as a part of the overall public relations function inherent in this type of organization. Assignments involve full responsibility for final decisions and results in all technical engineering and operational matters, restricted only by legal and statutory limitations and policies established by the Board of County Commissioners. Meetings are held frequently with engineering supervisory personnel in order to ensure the installation, clarification, and execution of desired programs. Work is performed under the general direction of the Public Works Director and is reviewed through meetings, reports, and an evaluation of results obtained.

2.0 ORGANIZATIONAL RELATIONSHIPS**2.1 Supervision Received**

Reports to the Department of Public Works Director.

2.2 Supervision Exercised

Carries out supervisory responsibilities in accordance with the organizational chart, policies, current labor agreement, and applicable laws. Supervisory responsibilities include planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

3.0 ESSENTIAL DUTIES AND RESPONSIBILITIES

Typical duties and responsibilities encompass the following, as listed in this section. Other duties may be assigned.

- Oversees and directs the design and maintenance of county roads, bridges, drainage systems, and related structures; as defined by RCW Chapter 36.80 oversees all project scoping and program development; oversees all project construction management and inspection; maintains records of such.
- Oversees review and approval of all engineering plans and specifications for new road and drainage systems as part of the development review process.
- Evaluates program and/or project accomplishments to ensure that consistency is maintained throughout the department.

- Participates with the Director and Board of County Commissioners in development of the annual and six-year road programs; provides technical assistance and advice to the Board on various county and departmental issues.
- Oversees the preparation of cost estimates for various road and public works projects; presents estimates to the Director and Board of Commissioners for approval.
- Examines and certifies all cost estimates and bills for labor, materials, and supplies on road and public works projects.
- Establishes all County engineering and construction standards.
- Serves as a liaison for the County with local, state and federal agencies, county officials, private contractors, consultants, and the general public.
- Participates in training programs and periodic performance evaluations. Assists in establishment of performance objectives for subordinate staff. Participates in conducting performance appraisals of subordinate staff. Identifies specific training needs of staff.
- Fosters professional development of subordinate staff through sharing of technical articles, participation in committee activities, promotion of continuing education, etc. Promotes and models teamwork concepts, continuous quality improvement, and effective communication and information flow.
- Communicate effectively verbally and in writing.

4.0 EDUCATION, EXPERIENCE and TRAINING

- Bachelor's degree in Civil Engineering or related engineering field.
- A current Professional Engineer license (Civil) from the State of Washington.
- Any satisfactory combination of experience and training which, in the opinion of the Board of County Commissioners, demonstrates the knowledge, skills and ability to perform the above described duties.
- Current Driver's License or the ability to obtain one.

5.0 NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Local, state and federal policies as they relate specifically to county government and municipal government in general.
- County policies and procedures relating to all aspects of transportation.
- Application processes involved in successfully securing alternative and creative funding sources such as grants, loans and entitlements.
- Emergency Preparedness.
- Strategic planning. Budget preparation, oversight, and accountability.

Skills in:

- Operation of a personal computer and associated software.
- Group presentation on a variety of levels, ranging from small groups to large public meetings.
- Collaborative negotiation techniques.
- Effectively dealing with people who may be emotionally charged by issues and information being presented.
- Problem solving techniques.
- Developing and managing budgets and generating revenue.

Ability to:

- Display considerable independent judgement in the interpretation and use of statutes, ordinances, and regulations regarding county roads and public works programs.
- Lead and direct staff with a diverse level of skills and abilities.
- Exhibit superior communication skills.
- Explain complex issues in a simple understandable manner.
- Interpret and implement department policies, procedures and applicable laws and regulations.
- Work in and around stressful situations.
- Maintain a productive workload for self and subordinates.

- Relate with co-workers, elected officials, public and private agencies and other individuals in a positive manner.
- Physically perform the essential functions of this position.

6.0 BEHAVIORAL STANDARDS

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

Ability to quickly grasp new techniques, deal with rapid changes in events, remain calm in stressful situations, and relate to various personality styles in a rational, professional manner. Is skilled in dealing with the public, developers, management, staff, and representatives of other agencies.

7.0 WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS

Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in an office and outdoor environment.

Must be able to drive a vehicle and to perform field inspections in rough terrain. While performing the duties of this job, the employee is frequently required to sit; use hands to handle objects, tools, and controls; talk and hear. The employee is required to stand, walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch or crawl.

Good health and good physical condition, appropriate to the position. The employee must frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision requirements include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and other various pieces of equipment.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in an office and outdoor environment.

Work is normally performed indoors, in an environment with moderate noise. While performing the duties of this job, the employee occasionally works outside weather in varying weather conditions. The employee occasionally works near moving mechanical parts and/or in high, precarious places.

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.