

## **SPECIAL EMPLOYMENT AGREEMENT PACIFIC COUNTY FAIR MANAGER**

**THIS AGREEMENT**, made and entered into by, and between the Board of Pacific County Commissioners (“BOCC”) on behalf of Pacific County (“COUNTY”), a Washington political subdivision and municipal corporation, and William Monohon (“FAIR MANAGER”), for the purposes and on the terms and conditions set herein.

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

Though more specifically described in the job description attached hereto and made a part hereof by this reference, the FAIR MANAGER is generally being employed to plan, organize, lead, and administer the Pacific County Fair in accordance with State Laws and the County Regulations and bylaws adopted by the BOCC and/or FAIR ADVISORY BOARD. He shall positively promote, manage, and administer the Fair and ensure the effective and efficient use of agency personnel, funds, material, and time.

The FAIR MANAGER realizes and accepts the fact that he is responsible to and works in cooperation with the FAIR ADVISORY BOARD and that he serves “at the pleasure of” the BOCC, with his activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations. It is understood that the FAIR MANAGER may possibly have to make unpopular decisions to protect the public’s safety and welfare, which may benefit some while negatively affecting others.

It is further understood that, as a public servant, the FAIR MANAGER is vulnerable to criticisms, whether justified or not. The FAIR ADVISORY BOARD and BOCC agree to exercise patience and to reserve judgment until the facts are known, and will take steps to protect the FAIR MANAGER’s professional status when confronted with disparaging accusations.

### **II. HOURS OF WORK**

The parties understand and agree that this position is considered part-time and exempt from both the provisions of the Federal Fair Labor Standards Act (FLSA) and collective bargaining. It often requires the incumbent to work before and beyond scheduled business hours, occasionally on weekends and holidays, particularly during the month of August.

It is further understood and agreed that the FAIR MANAGER will not accrue the annual (vacation) or medical (sick) leaves some other COUNTY employees accrue pursuant to labor agreement or personnel policy; however, so long as the duties are performed satisfactorily, he may be absent for vacations and medical reasons, including caring for immediate family members.

### **III. COMPENSATION**

For the services rendered pursuant to this agreement, the COUNTY shall provide the FAIR MANAGER with a fixed monthly salary of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) beginning in May of 2023. Hours worked in April of 2023 shall be paid on a prorated basis.

### **IV. FRINGE BENEFITS**

The FAIR MANAGER is entitled to limited fringe benefits enjoyed by other COUNTY non-represented employees, though the FAIR MANAGER may elect to waive certain benefits. These benefits include, but are not necessarily limited to, regular employer contributions to Social Security (FICA/OASI), the Public Employees Retirement System, State Industrial insurance/medical aid, unemployment insurance, and Medicare.

### **V. OTHER CONDITIONS**

The parties agree that the need exists to participate in professional organizations, keep abreast of professional developments, maintain contacts, and attend meetings. The COUNTY will pay, within budget constraints, the membership dues for the Washington State Fair Association (WSFA). The COUNTY will also pay, within budget constraints, the FAIR MANAGER's registration fees and reasonable travel expenses for attendance at various WSFA conferences, meetings, and training sessions.

The FAIR MANAGER is required to maintain a private vehicle in good working condition for use while performing the necessary functions of this employment. The FAIR MANAGER will be reimbursed in the same manner and to the same extent as the COUNTY's non-represented employees would be reimbursed for the use of their vehicles. The FAIR MANAGER 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.

The COUNTY will furnish the FAIR MANAGER with suitable work/office space at the Pacific County Fairgrounds and necessary supplies and equipment.

### **VI. TERM/TERMINATION**

This agreement shall become effective April 27, 2023, and will continue in full force and effect through September 30, 2023 (both dates inclusive). The parties shall meet in September of 2023 to review the performance of the FAIR MANAGER in accordance with the terms of this agreement, and to determine the suitability of future agreement(s) between both parties.

In the event either party 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 two (2) months prior to the expiration date. Nothing contained herein shall prevent the parties from amending this agreement by mutual written consent. This provision will not prevent, limit, or otherwise interfere with the BOCC's right to terminate the FAIR MANAGER's services or the FAIR MANAGER's right to resign from employment with the COUNTY. If the FAIR MANAGER desires to voluntarily resign, he shall furnish written notice at least two (2) months prior to the date he intends to separate from employment.

If the FAIR MANAGER is found guilty of a crime, the COUNTY may, within its discretion, terminate this contract without compensating payment to the FAIR MANAGER. The BOCC or their agent must personally serve or send by certified mail (return receipt requested) written notice to the FAIR MANAGER, setting forth with specificity the grounds for the termination at least thirty (30) days before the effective termination date. This notice provision does not limit the authority of the BOCC to temporarily suspend the FAIR MANAGER or to relieve him 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 action(s).

#### **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 portion(s) thereof shall be deemed severed 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 FAIR MANAGER personally and shall not be delegated or subcontracted in whole or in part without the express written consent of the BOCC.

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

Pursuant to Chapter 4.96 RCW, the COUNTY shall be liable for damages arising out of the tortious conduct of the FAIR MANAGER while performing or in good faith purporting to perform his/her official duties to the same extent as if he were a private person or corporation. Whenever an action or proceeding for damages is brought against the FAIR MANAGER, his beneficiary or heirs arising from acts or omissions while performing his official duties, he/they may request the COUNTY to authorize the defense of the action or proceeding at the expense of the COUNTY.

If the COUNTY, in accordance with Resolution 2009-044 or its replacement, finds that the acts or omissions of the FAIR MANAGER were, or in good faith purported to be, within the scope of his 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, including punitive damages, against the FAIR MANAGER, his beneficiary or heirs shall be paid on approval of the BOCC, or by an approval procedure created by resolution of the BOCC.

If the BOCC and the FAIR MANAGER 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 any resulting monetary judgment, 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, professional liability insurance or self-insurance, for the services and activities provided by the FAIR MANAGER.

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

The FAIR MANAGER warrants that he has not employed or retained any company or person to solicit or secure this contract that he 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 or making of 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 AND INTELLECTUAL PROPERTY**

The FAIR MANAGER agrees that all advertisements, official communications, systems, documents, reports, and compilations of any kind or nature developed during the performance of the work undertaken pursuant to this Agreement shall be "work for hire" and 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**

The FAIR MANAGER understands that being a public official involves the Washington State Public Records Act, Chapter 42.56 RCW. This means that all physical communication (e.g.: letters, emails, reports) could be subject to a public records request, including all official communications on the FAIR MANAGER's private computer or phone. Consequently, the FAIR MANAGER must work with the COUNTY's Information Technology division of the Department of Public Works ("IT") to save and possibly to release such messages for public record requests. The FAIR MANAGER agrees to make such records available to the COUNTY promptly upon request.

Also, any request by a member of the public to the FAIR MANAGER for a copy of a physical communication, no matter how informal, is a public records request. The FAIR MANAGER agrees either to personally fulfill the request or to seek help from the COUNTY's public records officer.

### **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 FAIR MANAGER and the COUNTY. However, if an arbitration proceeding is initiated by the FAIR MANAGER and the arbitrator determines that the position of the FAIR MANAGER is frivolous; the FAIR MANAGER 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.

PACIFIC COUNTY FAIR MANAGER

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
William Monohon

\_\_\_\_\_  
Date

SSN: On File

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

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

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

\_\_\_\_\_  
COUNTY ADMINISTRATIVE OFFICER

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

ATTEST:

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

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

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Amanda Bennett, Clerk of the Board