

H2
8/18/20

Ordinance 963

An ordinance establishing an employment contract for the County Administrator

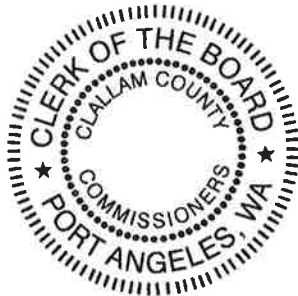
BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1.

The Board of Clallam County Commissioners hereby enters into a contract establishing terms of employment for the Clallam County Administrator. The contract is attached as Exhibit A.

Section 2. Ordinance 794 is rescinded.

ADOPTED this eighteenth day of August 2020



ATTEST:

Loni Gores

Loni Gores, CMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Mark Ozias, Chair

Randy Johnson

Randy Johnson

Bill Peach

Bill Peach

EXHIBIT A

PERSONAL SERVICES AGREEMENT

1. Clallam County desires to employ Rich Sill ("Employee") as County Administrator/HR Director with specified executive and administrative functions as assigned by the Board of County Commissioners.
2. Employee desires to accept such employment and acknowledges that Employee meets the job qualifications and has the capability to perform the duties of the position as described in the job classification and position description set forth as Addendum A to this Agreement.
3. The parties desire to enter into an agreement which provides an inducement for Employee to remain in employment, to establish a regular process for evaluating performance, and to provide a just means for ending the employment relationship at such time as Employee should become unable to discharge his duties due to some intervening event or condition, or because the County desires to otherwise end the employment relationship.
4. This Agreement elaborates upon and is to be construed as in addition to the Administrative Policies Section 200 (Personnel Policies) which govern employment relationships countywide. In the event of inconsistency, the terms of this Agreement shall be controlling. THEREFORE,

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Rich Sill
Address: 223 E. 4th. Street
Port Angeles, WA. 98362
Phone N^o: 360-417-2242

(hereinafter called "Employee"). This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions AND Fringe Benefits
- Attachment D –
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 16th day of December, 2019 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of July 2020.

CONTRACTOR

BOARD OF CLALLAM COUNTY
COMMISSIONERS

Rich Sill

Mark Ozias, Chair

Print name: Rich Sill

Title: Administrator/HR

Date: _____, 2020

ATTEST:

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY
PROSECUTING ATTORNEY

Loni Gores, CMC, Clerk of the Board

As modified in July 2020 by DPA Alvarez

Originals: BOCC
Vendor
Initiating Department

Copies: 3

SCOPE OF WORK

The County shall employ Employee as County Administrator/HR Director, to perform assigned executive and administrative functions by the Board of County Commissioners, whether by job description or otherwise. Employee reports to, and is subject to the supervision by the Board of County Commissioners.

The parties recognize that Employee must devote a great deal of time outside of normal courthouse hours to the accomplishment of job duties periodically as required. The Employee is entitled to take management time off to such an extent as the Employee deems necessary and proper during business hours, and otherwise, provided that time off taken does not interfere unduly with the performance of Employee's duties.

The Employee will remain in the exclusive employ of the County and shall not become employed by any other governmental employer. As used in this paragraph, the term "employed" shall not be construed to prevent occasional teaching, writing or consulting work unrelated to the work of County Administrator for Clallam County, or employment which does not interfere with the Employee's ability to effectively discharge assigned duties and responsibilities, or any activity engaged in with the prior written approval of the Board of Commissioners.

This Scope of Work will periodically be reviewed by the Board of County Commissioners, who shall identify the County's goals, priorities and concerns to the Employer through either informal discussions or by more formal means.

COMPENSATION

Salary. Employee is a salaried employee placed at Range 96, Step 6 of the 9-step Clallam County Pay Schedule. Commencing upon the date of 12-16-2019, the County agrees to pay Employee in installments at the same times as County employees are paid. Step increases within the assigned pay range will be awarded, based on satisfactory performance, annually until the top of the assigned range is reached. Step raises are effective on the first day of the month following Employee's employment anniversary date.

Cost of Living Increases. The County agrees to adjust Employee's annual salary with a cost of living increase in accordance with increases to the 9 step pay scale negotiated by the Management Professional bargaining unit (1619MP).

Automobile Allowance, Travel Reimbursement, and Equipment. Employee shall receive an allowance for automobile use in an amount set annually in accordance with County Administrative Policy. The automobile allowance is intended as total reimbursement for business travel within Clallam County. Additionally, Employee shall be entitled to reimbursement for business related automobile and travel expenses incurred on behalf of the County and outside the boundaries of Clallam County, pursuant to the County's Administrative Policies. Commuting to and from work is not considered County business travel. The County shall provide a cellular telephone for County business use, a digital pager, or reimbursement for equipment reasonably requested. Their use shall be in accordance with County Administrative Policies.

General Expenses. The County shall reimburse Employee for expenses of a non-personal and generally job-related nature which are incurred, upon receipt of expense vouchers, receipts, statements or personally written justification requests, subject to County Policies. The Employee is authorized to expend County funds in the execution of County business and in representing the County at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in accordance with County policy in the conduct of County business.

Dues and Subscriptions. The County will reimburse the Employee for professional dues and subscriptions appropriate for the Employee's full participation in associations and organizations necessary and desirable for professional participation, growth and advancement, and to improve Employee's performance of duties as County Administrator/HR Director.

Professional Development. In accordance with County policy, the County shall budget and pay registration, travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Employee and to pursue official functions of the County.

Fringe Benefits. To ensure competitive recruitment and retain quality executive management employees, the County provides a benefit package, reasonable from a cost standpoint, and designed to achieve the goals and objectives of the County. Employee shall receive the fringe benefits described and listed in Attachment D, attached to this Agreement.

Retirement Benefits as follows.

- a. PERS Retirement. The County agrees that Employee's total compensation shall include PERS 1, PERS 2, or PERS 3 retirement as appropriate.
- b. IRC 457 and 401(a) Deferred Compensation. In addition to the state mandated retirement system, department heads may elect to participate in the County's IRC Section 457 and 401(a) plan(s). In the event Employee elects to participate, the county will contribute up to Five Percent (5%) of Employee's base salary into the 401(a) plan designated by Employee.
- c. Social Security. The County participates in the federally mandated Social Security program and shall make contributions on behalf of Employee.

GENERAL CONDITIONS

1. Scope of Employee's Services. The Employee agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period.
2. Accounting and Payment for Employee Services. Payment to the Employee for services rendered under this Agreement shall be as set forth in Attachment B.
3. Employee. The Employee shall provide the services listed in Attachment A, entitled "Scope of Services." The Employee shall be considered an employee of Clallam County for purposes of federal, state and local law.
4. No Guarantee of Employment. Nothing in this Agreement shall grant the Employee a property right in the position or any renewals of this Agreement, nor prevent, limit, or otherwise interfere with the right of the County to terminate the services of the Employee at any time, with or without cause, subject only to the provisions of this Agreement pertaining to termination and severance pay.
5. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
6. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
7. Termination For Cause. This Agreement may be terminated immediately in the sole discretion of the County Commissioners upon the determination that cause in support of termination exists, including but not limited to:
 - (i) If Employee willfully and continuously fails or refuses to comply with the policies, standards and regulations of the County as are established periodically;
 - (ii) If Employee commits fraud, dishonesty, misappropriation of funds, embezzlement, or other crime or act of misconduct in rendering services on behalf of the County;
 - (iii) The Employee fails or refuses or is unable to perform faithfully, diligently, and competently any of the duties of his/her position as set forth in the job description and as assigned periodically and reasonably.

It is agreed that the standards of performance, conduct, and competence for the Employee are quantitatively and qualitatively different (higher) than the standards by which some of Employee's subordinates may be judged. Factual determinations made related to performance and conduct are reserved to the County Commissioners.

The determination of cause for termination may be appealed by the Employee to the County's Hearings Examiner. The decision of the Hearings Examiner shall be final. The

subject of any appeal shall be limited to the determination of cause for purposes of severance pay. In order to appeal, the Employee must notify the Clerk of the Board, in writing, within 10 days of termination. The appeal shall be subject to the Hearing Examiners Rules of Procedure. By affording these procedural rights, the County does not intend to create or establish any substantive entitlements. Nothing herein shall be construed as granting an employee a property right in employment, a particular position, or any renewals of any applicable employment agreement, nor prevent, limit, or otherwise interfere with the right of the County to terminate employment relationships, at any time, with or without cause. The parties intend that the employment be "at will" and that the Agreement be interpreted and applied consistent with that intent.

8. Termination Without Cause. This Agreement may be terminated either by the County or the Employee for any reason whatsoever upon the giving of thirty (30) days' written notice to the other party. However, if the Board of County Commissioners determines that the County Administrator position is to be organizationally re-configured, then the Employee will have the option to move back into the previously held position of HR Director or, upon not less than thirty days' notice, to separate from employment with the County.
9. Severance Upon Termination If, after the effective date of this agreement, Employee is involuntarily terminated without cause by the County at such time as Employee is willing and able to perform assigned duties, or if the county reduces the salary or financial benefits of this contract the County agrees to pay Employee a lump sum severance pay equal to 3 months base salary, plus one month additional for each additional year the employee has been employed under this agreement, beyond the first, to a maximum of 6 months severance pay. The maximum severance pay that may be paid under this agreement is six months.

If the Employee is terminated for cause, the County shall have no obligation to provide for or pay severance payment.

If the Employee chooses to terminate this agreement or voluntarily resigns, or the Board of County Commissioners eliminates the position through reorganization as defined above, the County shall have no obligation to provide for or pay severance payment.
10. Voluntary Resignation. If Employee voluntarily resigns from the County, then the Employee must give the County at least thirty (30) days' written notice in advance in order to resign in good standing. Severance pay is not applicable to voluntary resignation.
11. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

12. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
13. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Employee. This agreement does not confer any benefits, rights, or privileges upon any third party.
14. Standard of Care. The Employee shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Employee currently practicing under similar circumstances. The Employee shall, without additional compensation, correct those services not meeting such a standard.
15. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Employee to the Clerk to the County Commission. Notice to the Employee for all purposes under this Agreement shall be given to the Employee at the address identified on the signature page.
16. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
17. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
18. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, each party shall be responsible for the attorney fees and costs it incurs.
19. Survival. Without being exclusive, Paragraphs 4, 6, 15, 17, 32, 33 and 35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
20. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

Fringe Benefits.

To ensure competitive recruitment and retain quality executive management employees, the County provides a benefit package, reasonable from a cost standpoint, and designed to achieve the goals and objectives of the County. Employee shall receive the following fringe benefits:

- a. Holidays. In accordance with statutes, fixed holidays shall be as listed in Clallam County's Personnel Policies and Procedures. In addition, Employee shall receive 4 floating holidays in each calendar year. Employee must be on the payroll a minimum of 180 days in order to receive floating holidays. Floating holidays may not be carried over into the next calendar year and shall not be subject to cash payment in the event of termination.
- b. Health Care Insurance.
The County shall provide medical, dental, and vision benefits for Employee and his/her dependents. The health care benefit plan shall consist of the benefit plan as provided to the County's non-represented employees
- c. Life Insurance. The County shall provide and pay for \$100,000 term life insurance benefit to Employee.
- d. Long-term Disability Insurance. The County agrees that it shall provide long-term disability insurance for Employee, the same as and with the same cost sharing formula as that provided to non-represented employees.
- e. Wellness Program. The County shall provide a Wellness Program which is the same as provided to 1619MP employees.
- f. Vacation Leave. Employee shall receive vacation leave to be accrued and used within the guidelines below:
 - (i) Vacation leave shall be accrued at the rate of twenty-five (25) days per calendar year, calculated at the rate of 16.666 (approximately) hours per month.
 - (ii) Maximum accumulation of leave shall be 1000 hours.
 - (iii) Leave in excess of 500 hours may not be sold to the County for cash.
 - (iv) No more than thirty (30) days vacation leave without prior approval of the Board of County Commissioners may be used during a calendar year; however, a minimum of ten (10) working days must be taken during a calendar year for vacation.
 - (v) Leave may not be sold to the County for cash, except as allowed under the County's Personnel Policies.

- g. Sick Leave. Sick leave shall be provided for, accrued, used, and subject to payoff, in accordance with Clallam County's Personnel Policies.