

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Janet Silvus, JeffCom 911 Director

DATE: May 2, 2011

RE: Employment Agreement

STATEMENT OF ISSUE:

An employment agreement for the JeffCom Director.

ANALYSIS:

Pursuant to the JeffCom Interlocal Agreement established by the JeffCom Administrative Board, the Director of JeffCom works under an Employment Agreement.

FISCAL IMPACT:

Terms negotiated in the agreement regarding monetary employment benefits.

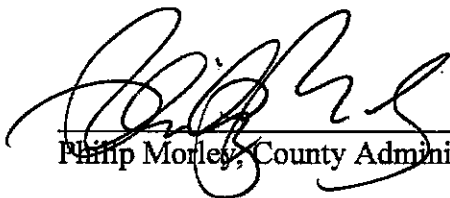
RECOMMENDATION:

Approval of agreement

DEPARTMENT CONTACT:

Janet Silvus, Director
JeffCom 911
344-9788

REVIEWED BY:



Philip Morley, County Administrator

4/27/11

Date

**EMPLOYMENT AGREEMENT
JANET SILVUS**

THIS AGREEMENT, made and entered into this ____ day of _____ 2011, by and between Jefferson County, a political subdivision of the State of Washington, hereinafter called 'Employer', acting pursuant to the Interlocal Agreement establishing the JeffCom Administrative Board, and Janet Silvus hereinafter called 'Employee' both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to retain the services of said Janet Silvus as the Director of the Emergency Communications Center for Jefferson County also known as JeffCom911 Communications;

WHEREAS, it is the desire of Employer, to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to:

- (1) Secure and retain the services of Employee and to provide inducement for Employee to remain in such employment;
- (2) To act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee;
- (3) To provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge the essential duties of the position due to disability or when Employer may otherwise desire to terminate employ; and,

WHEREAS, Employee desires to accept employment as Director of JeffCom911 Communications, the Emergency Communications Center for Jefferson County, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Duties of the Director of JeffCom911 Communications, the Jefferson County, Washington Emergency Communications Center, shall be to perform the functions and duties specified in state law, the inter-local agreement and by the ordinances of said County, and to perform other legally permissible and proper duties and functions as the Employer or their designee shall assign from time to time.

Employee shall take policy direction from and report to the JeffCom Administrative Board, which shall also set the annual capital and operations budget for JeffCom. For day-to-day operational oversight between JeffCom Administrative Board meetings, Employee shall report to the Jefferson County Sheriff or such other Board member as the JeffCom Administrative Board may designate. Employee shall manage JeffCom personnel and human resource matters in compliance with Jefferson County Policies.

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Section 2. Term

1. Employee shall be employed subject to the terms of the agreement for an indefinite term commencing on August 9, 2010. Employee shall be considered an "at-will" employee of the Employer.
2. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this agreement.
3. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with Employer, subject only to the provision set forth in Section 3, paragraph 6, of this agreement.
4. Employee is hereby granted continuing employment status with Employer and agrees to remain in the exclusive employ of the Employer and shall not accept other employment or to become employed by any other employer except as provided herein.
5. The term "employed" shall not be construed to include occasional teaching, writing or consulting service performed on employee's own time off, provided they are consistent with Chapter 42.23 RCW and Jefferson County's Code of Ethics as provided in the Jefferson County Personnel Administration Manual.

Section 3. Termination and Severance

1. In the event Employer no longer wishes to avail themselves of the services of Employee, Employer shall give Employee ninety (90) days notice so that she may obtain suitable employment elsewhere. The Employer shall provide Employee time off and/or other flexibility in work duties as may be necessary to seek other employment. Both parties may agree to waive this position by agreeing to compensate employee with 3 months pay and benefits, which would be deducted from the six month severance as listed in paragraph 2 of this section.
2. Should the Employee be terminated by the Employer, acting through the JeffCom Administrative Board, without cause during such time that Employee is willing and able to perform her duties under this agreement, then the Employer agrees to pay Employee, as severance, a cash payment equal to six (6) months of Employee's then current annual compensation, including salary and the amount paid by Employer for Employee's health, dental and vision coverage. This payment shall be paid in a lump sum within thirty (30) days unless otherwise agreed to by the Employer, acting through the JeffCom Administrative Board, and the Employee. Further, the payment of said severance is expressly conditioned upon the Employee and the Employer executing an employment release and settlement agreement in a form that is mutually agreeable to the Employer and the Employee.
3. In the event Employee is terminated for cause, Employer shall have no obligation to pay the aggregate severance sum designated in this section.
4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer (an offer made by a super majority of the JeffCom911 Administrative Board with or without the concurrence of the County Administrator) then the Employee may declare a termination.

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Once a termination is declared, then, as applicable, subsections 2 or 3 of this section will control.

5. If the Employer, acting through the JeffCom Administrative Board, citizens or other legislative body acts to substantially reduce the role, powers, duties, authority or responsibilities of the Employee's position, such as designating the position as deputy director of an emergency communications dispatch center, the Employee may declare a termination. Once a termination is declared, then, as applicable, subsections 2 or 3 of this section will control.
6. The Employee shall give Employer one (1) month notice in advance of a voluntary resignation from the appointed position, unless the parties otherwise agree.

Section 4. Salary

The JeffCom Administrative Board agrees to start Employee at \$64,726.92 for Employee's first year of employment. The next increase will not be less than Step 5 on the Jefferson County Exempt Matrix system. In the event the State, through its contract with JeffCom, gives a percentage increase to the Directors' salary, the JeffCom Administrative Board and employee agree not to give an annual increase that exceeds the percentage given by the state.

Section 5. Performance Evaluation

1. The JeffCom911 Administrative Board shall review and evaluate the performance of the Employee annually on or about Employee's date of hire.
2. The JeffCom Administrative Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of JeffCom911 Communications and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets. At the same time, the Employee shall provide a self-evaluation of the prior year's goals and objectives.

Section 6. Hours of Work

It is recognized that Employee may be required to devote time outside normal office hours to business of JeffCom911, and to that end Employer recognizes that there will be occasions at which Employee will work non-traditional hours. Both parties recognize that Employee is an exempt employee as defined by the Fair Labor Standards Act.

Section 7. Automobile

If Employee is required through circumstance to use their own automobile for business the Employee is entitled to receive mileage allowance in accordance with the Jefferson County Personnel Administration Manual, Appendix "D" - Travel and Transportation Policy and Procedure. The Employee understands that they must provide their own automobile insurance in accordance with limits set out in the laws of Washington State and provide "proof of insurance" to the Jefferson County Auditor when applying for mileage reimbursement from the County.

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Section 8. Personal Time Off (PTO) and Bereavement Leave

1. As of August 9, 2010, Employee shall be credited with 25 days of leave time. The Employee shall then accrue 20 days of leave on an annual basis. Employee will be afforded 11 paid holidays per year. Since Employee through circumstance may be required to work on a traditional holiday, Employee will be allowed to choose an alternate day as the paid holiday.
2. Employee is provided the same consideration with regard to bereavement leave as is afforded all other employees of Jefferson County.
3. The employee is entitled to accrue a maximum of 120 days of unused leave, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued leave time.
4. Chapter 6 Section 3.5 of the Jefferson County Personnel Administration Manual provides the rules and procedures for the PTO bank use and cash out and shall control for Employee unless otherwise specified in this section, except that PTO may also be used during the first 6 months.

Section 9. Disability, Health and Life Insurance Benefits

1. Jefferson County agrees to make required premium payments for Employee for health and welfare benefits under the terms and conditions afforded other Exempt staff of Jefferson County.
2. Should the Employee die while on travel for the Jefferson County 911 Communications Center, the Employer, acting through the JeffCom Administrative Board, shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 10. Retirement

Employee shall participate in the Washington State retirement system of their choice as afforded all other Exempt staff of Jefferson County, and Jefferson County shall make the required Employer contributions as afforded all other Exempt staff of the County.

Section 11. Dues and Subscriptions

Employer, acting through the JeffCom Administrative Board, agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement and for the good of the Jefferson County 911 Communications Center.

Section 12. Professional Development

1. As budgeted funds allow, Employer acting through the JeffCom Administrative Board, hereby agrees to pay the travel and subsistence expenses of Employee for official travel, meetings, short

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courses, seminars, and occasions appropriate to the position and adequate to continue the Employee's professional development including but not limited to meetings and an annual conference of professional associations, and state, and regional groups of which Employee serves as a member.

2. Time while at such training is considered time worked. Employee is not prohibited from asking for such funds in the annual budget request on behalf of JeffCom911 Communications but provision of such funds that exceed the amount reimbursed by the State is not guaranteed or promised.
3. Employee shall be afforded resources, assistance from the Prosecutor's Office and the County Administrator's Office, and other training as budgeted funds allow, to understand and operate effectively within the law, ordinances, and codes and to understand the legislative process of the State of Washington and County of Jefferson as necessary to carry out the responsibilities of the Jefferson County 911 Communications Center Director.

Section 13. Other Expenses

Employer recognizes that certain expenses that are job-affiliated may be incurred by Employee, and hereby agrees to reimburse or to pay said expenses. The County Auditor is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such payments are to be budgeted items and are regulated by the disbursement rules of Jefferson County.

Section 14. Indemnification and Bond

1. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as JeffCom911 Communications Director resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities, unless the act or omission involve willful or wanton ("ultra vires") conduct.
2. The Employee may request and the Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties unless such action is deemed "ultra vires" by the County.
3. Employer is a member of the Washington Counties Risk Pool ("WCRP") and as such the WCRP provides coverage for most third-party liability claims against the Employer County or Employee arising in tort or seeking money damages based on statutory or constitutional violations. In those circumstances, the Employee would be provided a defense by the WCRP. In other circumstances not covered by the WCRP Joint Self-Insurance Liability Policy, the Jefferson County Prosecuting Attorney's Office ("the PAO") or other appointed outside counsel shall defend, hold harmless and indemnify the Employee for acts or omissions in connection with the performance of the duties or responsibilities of serving as JeffCom911 Communications Director. "Ultra vires" conduct on the

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part of the Employee would not trigger representation by either the PAO or appointed outside counsel.

Section 15. Other Terms and Conditions of Employment

1. The JeffCom Administrative Board, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the ordinances, charter or any other law.
2. All provisions of the Jefferson County Code of Ordinances and/or other policies adopted by Jefferson County, including but not limited to the Jefferson County Personnel Administration Manual, and regulations and rules of Jefferson County relating to PTO, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.
3. The Employer will pay the Employee three thousand dollars even (\$3,000.00) to cover relocation costs to Jefferson County.

Section 16. No Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, unless mutually agreed upon.

Section 17. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed as follows:

EMPLOYER: JeffCom Administrative Board C/O
Jefferson County, Washington
County Administrator
P.O. Box 1220
Port Townsend, Washington 98368

EMPLOYEE: Janet Silvus
321 Sunset Boulevard
Port Townsend, WA 98368

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as provided by law. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions

1. The text herein shall constitute the entire agreement between the parties. Any prior oral or written representations, statements or assurances between the parties are null and void.

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2. This agreement shall be binding upon and inure to the benefit of the heirs at law heirs testamentary, and successors of Employee, collectively "successor." In no event shall any successor, as defined here, be entitled to serve as Director of JeffCom 911 Communications upon the death of Employee..
3. Upon execution of this Agreement by the Employer and Employee, the effective date of this Agreement is deemed to be August 9, 2010.
4. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 19. Expiration

This agreement shall renew automatically on August 9 of every year beginning on August 9 2011, unless either the Employer, acting through the JeffCom Administrative Board, or Employee terminate the Agreement in a manner consistent with Section 3 of this Agreement. If termination of this Agreement is undertaken by either party to this Agreement in a manner consistent with Section 3 and if the terms of Section 3 and this Section are in conflict, then the terms of Section 3 shall control.

IN WITNESS WHEREOF, the Board of County Commissioners has caused this agreement to be signed and executed and duly attested by its Clerk, the JeffCom911 Communications Administration Board has ratified in writing the execution of this Contract by the County Commission and the Employee has signed and executed this agreement the day and year first written above.

EXECUTED this ____ day of _____, 2011.

EMPLOYER:

JEFFERSON COUNTY BOARD OF COMMISSIONERS

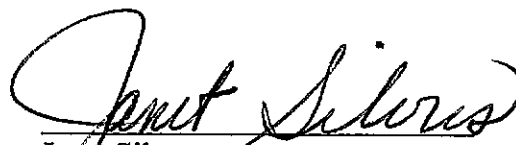
John Austin, Chair

JEFFCOM ADMINISTRATIVE BOARD


Chair

COUNTY ADMINISTRATOR

EMPLOYEE:


Janet Silvus

Approved as to form only:

 4/19/2011
Jefferson Co. Prosecutor's Office

Janet Silvus Employment Agreement

Philip Morley

ATTEST:

Lorna Delaney, Clerk of the Board

APPROVED AS TO FORM ONLY:

David Alvarez 4/19/2011
David Alvarez, Deputy Prosecuting Attorney