

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Philip Morley, County Administrator
DATE: September 26, 2011
RE: Employment Agreement for Elizabeth Hill as Clerk of the Board of Commissioners/Human Resource Manager for Jefferson County; and Resolution Appointing Elizabeth Hill Clerk of the Board

STATEMENT OF ISSUE: Board approval is requested of an Employment Agreement with Elizabeth Hill to serve as Clerk of the Board of Commissioners/Human Resource Manager for Jefferson County. Separate approval of a resolution formally appointing Elizabeth Hill as Clerk of the Board is also requested.

ANALYSIS: After 28 years of dedicated service to the people of Jefferson County, Lorna Delaney is retiring as Clerk of the Board of Commissioners/Human Resource Manager, effective the end of September.

Elizabeth Hill has been selected to join Jefferson County as Clerk of the Board of Commissioners/Human Resource Manager through an open competitive search process. Ms. Hill contributes extensive public sector experience as a senior manager and human resources director for a variety of state, local and tribal governments in Alaska and New Mexico.

A native of Washington State, she earned her degree at the University of Washington. Her family has owned property in Cape George and spent time in Jefferson County since 1969, and she is already familiar with the area.

FISCAL IMPACT: Grade 19, Step 2 on the county's Exempt Salary Matrix - \$60,219.60 per year. This position is fully funded within the adopted County budget.

RECOMMENDATIONS:

1. Execute the Employment Agreement as presented.
2. Pass a Resolution Appointing Elizabeth Hill Clerk of the Board effective upon her employment on October 4, 2011.

REVIEWED BY:


Philip Morley, County Administrator

9/21/11

Date

**EMPLOYMENT AGREEMENT
ELIZABETH HILL**

THIS AGREEMENT, made and entered into this 26th day of September, 2011, by and between Jefferson County, Washington, a municipal corporation, hereinafter called 'Employer', and Elizabeth Hill hereinafter called 'Employee', both of whom agree as follows:

WITNESSETH:

WHEREAS, Employer desires to retain the services of said Elizabeth Hill as Clerk of the Board of Commissioners/Human Resource Manager for Jefferson County;

WHEREAS, it is the desire of the Board of County Commissioners of Jefferson County Washington, as the 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 her to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties due to disability or when Employer may otherwise desire to terminate her employ; and

WHEREAS, Employee desires to accept employment as Clerk of the Board of Commissioners/Human Resource Manager for Jefferson County, Washington;

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

Section 1. Duties

Employer hereby agrees to employ said Elizabeth Hill as the Clerk of the Board of Commissioners/Human Resource Manager for Jefferson County to perform the functions and duties specified in state law and by the Ordinances of said County, and to perform other legally permissible and proper duties and functions as the Employer or its designee shall assign from time to time.

Section 2. Term

1. Employee shall be employed for an indefinite term commencing on October 4, 2011, and shall serve at the pleasure of the Employer upon the recommendation of the County Administrator and the concurrence of the Board of County Commissioners. Employee shall be considered an "at-will" employee of the Employer.

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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 her position with Employer, subject only to the provision set forth in Section 3, paragraph 5, 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 neither to accept other employment nor 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.

Section 3. Termination and Severance

1. In the event Employer no longer wishes to avail themselves of the services of Employee, Employer shall endeavor to give Employee one (1) month advance 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.
2. Should the Employee be terminated by the Employer 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 two (2) months of Employee's then current annual compensation, including salary and the amount paid by Employer for Employee's health, dental and vision coverage. Such payment shall fully and finally release the Employer from any and all further obligations to Employee under this Agreement. 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. Any severance shall be paid in a lump sum within thirty (30) days of termination unless otherwise agreed to by Employer and 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 as representative of the majority of the Board of County Commissioners, then the Employee may declare a termination.
5. The Employee shall give Employer one (1) month notice in advance of her voluntarily resignation from the appointed position, unless the parties otherwise agree.

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Section 4. Salary

1. Employer agrees to start Employee on the Exempt Salary Matrix Grade 19, Step 2 (\$60,219.60 annually).
2. Annual step increases will be provided in the same manner as other FLSA exempt employees of the Employer pursuant to the salary rates of the Exempt Salary Matrix.

Section 5. Performance Evaluation

1. The County Administrator shall review and evaluate the performance of the Employee within the first six (6) months and annually thereafter.
2. The Employer, after consultation with Employee, shall define such goals and performance objectives which it determines necessary for the proper execution of the responsibilities of the adopted job description for Clerk of the Board of Commissioners/Human Resource Manager and the functions of the Office of the Board of County Commissioners and County Administrator's Office including supervision of their staff, 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 in that writing and the annual 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, 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 Employee is entitled to receive mileage allowance in accordance with the Personnel Administration Manual, Appendix "D" - Travel and Transportation Policy and Procedures.

Section 8. Office Equipment

Employee's duties require that he or she shall have unrestricted use at all times during employment with Employer of a personal computer, including hardware, software and printer and shall be subject to the same use restrictions as outlined in the Jefferson County Personnel Administration Manual.

Section 9. Personal Time Off, Holidays, and Bereavement

1. As of October 4, 2011, employee's starting Personal Time Off (P.T.O.) account will be credited with 80 hours (10 days).

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2. Personal Time Off is in lieu of vacation and sick leave. In addition to the starting P.T.O. account balance above, P.T.O. shall be earned, accrued, used and administered pursuant to Chapter 6 Section 3.0 of the Jefferson County Personnel Administration Manual, and shall accrue monthly on a pro rated basis.
3. Employee shall be entitled to holidays pursuant to Chapter 6 Section 4.0 of the Jefferson County Personnel Administration Manual. This includes one (1) floating non-accruing holiday banked on Employee's anniversary date.
4. Employee may avail herself to the same consideration with regard to bereavement leave as is afforded all other general employees of employer.
5. Refer to Chapter 6 section 3.5.3 of the Jefferson County Personnel Manual for the P.T.O. Banking and cash out policy.

Section 10. Disability, Health and Life Insurance Benefits

Employer agrees to put into force and to make required premium payments for Employee for health and welfare benefits under the terms and conditions afforded other Exempt staff of Jefferson County.

Section 11. Retirement

Employee shall participate in the retirement system afforded all other Exempt staff of Jefferson County, and Employer shall make employer contributions as afforded all other Exempt staff of the Employer.

Section 12. Dues and Subscriptions

Employer agrees to pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations necessary for her continued professional participation, growth and advancement, and for the good of the Employer, as budgeted.

Section 13. Professional Development

1. Employer agrees pay the registration, travel and subsistence expenses of Employee for meetings and conferences of professional associations, state, and regional groups of which Employee serves as a member, as budgeted funds allow. Time while at such meetings and conferences is considered time worked.
2. Employee agrees to work toward and attain certification as a Certified Municipal Clerk (CMC) through the Washington Municipal Clerks Association, Northwest Clerks Institute, or International Institute of Municipal Clerks within three years.

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3. Employer agrees to pay the tuition, travel and subsistence expenses of Employee for CMC certification and other short courses, institutes and seminars necessary for her professional development and for the good of the Employer as budgeted funds allow. Time while at such training is considered time worked.

Section 14. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses and 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 regulated by the disbursement rules of Employer.

Section 15. Civic Club Memberships

Employer recognizes the desirability of representation in and before local, civic and other organizations, and Employee is authorized to become a member of various civic groups at her own expense under the same provisions as other employees of the Employer.

Section 16. Indemnification and Bond

1. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties 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 conduct. 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 her duties. Any settlement of any claim against Employee individually must be made with prior approval of the Employer for indemnification, as provided in this Section, to be available.

Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees travel expenses when Employee serves as a witness, advisor or consultant to Employer beyond Employee's service to the Employer regarding pending litigation.

2. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

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Section 17. Other Terms and Conditions of Employment

1. The Employee shall, to the best of her abilities and as budgeted funds allow, undertake and accomplish the requirements, tasks and obligations listed in the County's job description for Clerk of the Board of Commissioners/Human Resource Manager.
2. The Employer, 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, or any other law.
3. All provisions of the Code of Ordinances, and regulations and rules of the Employer relating to vacation and sick leave, 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 general employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 18. 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, except to the degree of such a reduction across-the-board for all management employees of the Employer.

Section 19. Notices

1. 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: Jefferson County, Washington
 County Administrator
 P.O. Box 1220
 Port Townsend, Washington 98368

EMPLOYEE: Elizabeth Hill
 6600 Freemont Hills Loop NE
 Rio Rancho, New Mexico 87144

Either party shall notify the other in writing as to a change in address, and that address shall be substituted for purposes of mailed notice under this subsection.

2. 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.

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Section 20. General Provisions

1. The text herein shall constitute the entire agreement between the parties.
2. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
3. Upon ratification, this agreement shall become effective October 4, 2011.
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.
5. Jefferson County, as a political subdivision and local government of the State of Washington, is subject to the Public Records Act, codified at Chapter 42.56 RCW, and as such this Agreement (and any attachments) is a "Public Record" subject to that state law.

Section 21. Expiration

This agreement shall renew automatically on October 4 of every year beginning on October 4, 2012, unless either the Employer 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 of this Agreement 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 and the Employee has signed and executed this agreement the day and year first written above.

EXECUTED this 26th day of September, 2011.

EMPLOYER:
BOARD OF COMMISSIONERS

John Austin, Chair

ATTEST:

Raina Randall, Deputy Clerk of the Board

EMPLOYEE:

Elizabeth Hill

APPROVED AS TO FORM ONLY:

David Alvarez 9/21/2011

David Alvarez, Deputy Prosecuting Attorney