

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**CONSENT AGENDA REQUEST**

**TO:** Board of Commissioners  
**FROM:** Jean Baldwin  
**DATE:** 4/1/2013  
**RE:** Employment Agreement of Dr Locke

---

**STATEMENT OF ISSUE:** Jefferson County contracted with Clallam County for a Health Officer the last several years. Dr Locke has served as Health Officer either employed or contracted with Jefferson County since 1994. Clallam County wants to increase the overhead charges for Dr. Locke by 28% in 2013. JCPH has negotiated for Dr. Locke to be a part-time exempt employee starting March 1, 2013.

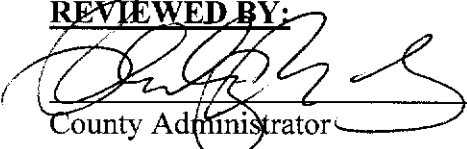
**ANALYSIS:** Under the proposed Employment Agreement, Dr. Locke would continue as Jefferson County's Health Officer as an FLSA Exempt employee, averaging 8 hours per week, or 0.2 of a Full Time Equivalent (FTE) employee. Previously as a Clallam County employee sharing duties as the Health Officer for our county as well, Dr. Locke was eligible to participate in the Public Employees' Retirement System (PERS) for his time spent on Jefferson County. But under Washington State rules as a 0.2 FTE Jefferson County employee, Dr. Locke would no longer be eligible to participate in PERS for his time as Jefferson County's Health Officer. To retain parity for Dr. Locke, the County would include an equivalent of the employer's PERS retirement contribution in Dr. Locke's compensation.

On March 21, 2013 Jefferson County Board of Health voted to maintain Dr Locke as a Jefferson County Health Officer starting at his Clallam County pay rate plus the equivalent of the employer's PERS retirement contribution. The proposed Agreement reflects this.

**FISCAL IMPACT:** This will save JCPH funds than if Clallam County's additional costs were included.

**RECOMMENDATION:** Motion authorizing the Chair of the BoCC to execute the proposed Employment Agreement.

**REVIEWED BY:**

  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
Date

**EMPLOYMENT AGREEMENT  
THOMAS H. LOCKE, MD, MPH**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of March, 2013, by and between Jefferson County, Washington, a municipal corporation, hereinafter called 'Employer,' and Thomas H. Locke, MD, MPH hereinafter called 'Employee,' both of who agree as follows:

**WITNESSETH:**

**WHEREAS**, Pursuant to RCW 70.05.050, Jefferson County is required to appoint and employ a qualified local health officer to carry out the powers and duties specified in RCW 70.05.070 and to pay such salary and cover such expenses as determined by the local board of health, and

**WHEREAS**, Thomas H. Locke, MD, MPH has served as the appointed Jefferson County Health Officer since 1996 and the Employer desires to retain his services in this capacity; and

**WHEREAS**, Dr. Locke previously served as Jefferson County's Health Officer as an employee of Clallam County, through an interlocal agreement between Clallam County and Jefferson County, which interlocal agreement has expired; and

**WHEREAS**, in continuing as Jefferson County's Health Officer, Dr. Locke would do so as a Jefferson County employee, initially working at a two tenths of a Full Time Equivalent (FTE) capacity, while continuing to work at Clallam County; and

**WHEREAS**, to keep Dr. Locke whole and avoid creating a disincentive for Dr. Locke to continue as Health Officer as a Jefferson County employee rather than under contract as a Clallam County Employee, Jefferson County wishes to compensate the equivalent retirement benefit Dr. Locke received as Jefferson County's Health Officer while a Clallam County employee; and

**WHEREAS**, on March 21, 2013, the Jefferson County Board of Health acted to confirm the continued appointment of Dr. Locke as local health officer at the salary herein stated; and

**WHEREAS**, it is the desire of the Board of County Commissioners of Jefferson County Washington, on behalf of the Employer and the Jefferson County Board of Health, to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

**WHEREAS**, Employee desires to continue employment as Health Officer 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 Thomas H. Locke, MD, MPH, as the Health Officer for Jefferson County to perform the functions, powers, authorities, and duties as specified in the Job Description for the Health Officer as presently adopted by Jefferson County and as may be amended in the future, and as 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 commencing on March 1, 2013, and shall serve at the pleasure of the Board of Health. No term of office shall be established for the Employee but the Employee shall not be removed until after notice is given, and an opportunity for a hearing before the Board of Health as to the reason for his or her removal. This Agreement shall renew automatically on March 1 of every year beginning on March 1, 2014, 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.

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, paragraph 1 and 2, 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 his position with Employer, subject only to the provision set forth in Section 3, paragraph 3, of this Agreement.

**Section 3. Termination**

1. In the event the Board of Health, by a majority vote with a quorum present, no longer wishes to avail itself of the services of Employee, the Employer shall endeavor to give Employee one (1) month advance notice.

2. Following the notice described above, the Employee has the right to a hearing before the Jefferson County Board of Health, as specified in RCW 70.05.050 as to the reasons for his removal from the position of local health officer.

3. The Employee shall give Employer one (1) month notice in advance of his voluntarily resignation from the appointed position, unless the parties otherwise agree.

**Section 4. Salary**

1. Employer agrees to pay Employee at 0.2 FTE (an average of 8 hours each week) prorated on a starting base salary of \$165,152 per year plus or \$ 13,762.67 per month or \$79.40/hour for full time (equal to \$33,030.40 per year or \$ 2,752.53 per month for 0.2 FTE).

Base salary shall be adjustable pursuant to Section 4.2 of this Agreement.

Until Employee is eligible to participate in Washington's Public Employees' Retirement System (PERS) as a Jefferson County employee, Employer shall provide compensation to Employee at a percentage rate of base salary equivalent to the then current employer's percentage contribution to PERS for participating employees (presently 7.21% at the commencement of this Agreement, or \$5.72 on a base hourly salary of \$79.40). Consequently, Employee's beginning salary (the current base salary plus PERS contribution equivalent) shall be \$85.12 per hour (\$79.40 plus \$5.72). If Employee becomes eligible to participate in PERS as a Jefferson County employee, Employee shall receive the base salary only.

Except as provided below in Section 6, Employee shall not be paid for more than 416 hours (computed at 0.2 x 40 hours x 52 weeks) times the salary per hour in any one year.

2. Cost of living increases to the base salary will be provided in the same manner as other Exempt employees of the Employer.

**Section 5. Performance Evaluation**

The JCPH Director shall review and evaluate the performance of Employee in writing at least once every 12 (twelve) months from the date of this employment Agreement in a manner approved by the Jefferson County Board of Health. This performance evaluation shall be made available to the Board of Health for their review and approval.

**Section 6. Hours of Work**

It is recognized that the exercise of the functions, powers, authorities, and duties of the Jefferson County Health Officer can occur at any time of day or night. Accordingly, the 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 and will endeavor to work an average of 8 hours each week in his capacity as Jefferson County Health Officer. In the event of a public health emergency requiring addition hours of work, the health officer will seek authorization of the Jefferson County Public Health Director for compensation for added work hours. The Employer and Employee acknowledge the payment by Employer to Employee of salary based upon his FTE ratio (See Section 4 above) is solely an estimate of the time needed for Employee to accomplish his tasks, work and duties for Employer. Employee shall not be entitled to additional hourly compensation for work he performs for the Employer in excess of eight hours weekly except in the case of a public health emergency and in case of such public health emergency only after approval of the extra compensation by the Jefferson County Public Health Director. However, upon good cause being shown, his FTE ratio may be renegotiated by the parties and a new FTE ratio established through written amendment to this Agreement signed by both parties.

**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 and County policy.

**Section 9. Personal Time Off, Holidays, and Bereavement**

At Employee's initial FTE ratio, he does not meet or satisfy the required threshold of hours to qualify for County-provided paid personal time off, holidays or bereavement.

**Section 10. Disability, Health and Life Insurance Benefits**

At Employee's initial FTE ratio, he does not meet or satisfy the required threshold of hours to qualify for County-provided disability, health and life insurance benefits.

**Section 11. Retirement**

Employer shall make employer contributions as afforded all other Exempt staff of the Employer to Social Security. Under current Washington State Department of Retirement rules, at the initial FTE ratio, Employee does not qualify to be part of the Washington State Public Employees Retirement System (PERS) as a Jefferson County employee. If state rules or Employee's hours change enabling him to participate in PERS as a Jefferson County employee, Employer shall make employer contributions to PERS as afforded all other Exempt staff of the Employer.

**Section 12. Professional Development**

Employer agrees to coordinate with Employee and Clallam County to pay a proportional share of 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. Consistent with the preceding, a proportional time while at such meetings and conferences is considered time worked. The final determination of Jefferson County's proportion shall be the Employer's.

**Section 13. 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. With respect to general expenses incurred by the Employee but not specifically related to or arising from Employee's employment with the Employer, for example, renewal of his medical license, nationwide association dues or continuing medical education, the Employee agrees to be responsible for those expenses.

**Section 14. 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 his own expense under the same provisions as other employees of the Employer.

**Section 15. 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 his 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.

**Section 16. Other Terms and Conditions of Employment**

1. 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.

2. In addition to benefits enumerated specifically in this Agreement, all provisions of the Code of Ordinances, and regulations and rules of the Employer relating to personal time off, 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 Exempt employees of Employer; except as herein provided.

3. Employee will obtain and maintain with respect to all vehicles or automobiles owned by him or his marital community third party liability insurance in an amount of not less than \$250,000 per single occurrence, \$500,000 aggregate with a liability cap of not less than \$50,000 for third party property damage. Employee will provide proof of insurance to the Employer within 30 days of the execution of this Agreement and once per year within 30 days of his Anniversary Date (as established in Section 9 above) during each year thereafter.

**Section 17. 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 JCPH.

**Section 18. 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:

Thomas H. Locke, MD, MPH  
267 Pike Place  
Sequim, WA 98382

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.

