

A-2015-13

## EMPLOYMENT AGREEMENT FOR ECONOMIC DEVELOPMENT DIRECTOR

This Agreement is entered into on the 29<sup>th</sup> day of December 2014 between Pend Oreille County, Washington hereafter "Employer", and Jamie Wyrobek hereafter "Employee", whose date of appointment shall be January 1, 2015.

1. **RECITALS:** As an integral part of this Agreement, the parties acknowledge and agree that:

**Whereas**, Employer wishes to employ Employee as the Economic Development Director of the Pend Oreille Economic Development Council, provide certain benefits to her and establish employment and working conditions of said Employee during her tenure as a Director, and

**Whereas**, Employee is willing to accept employment as the Pend Oreille Economic Development Director subject to the terms of this Agreement, and

**Whereas**, Employer desires to create an atmosphere which makes possible the Employee's full productivity and at the same time ensures the Employee's morale, health and peace of mind, with respect to future security, by establishing a clear mutual understanding as to pay and fringe benefits as well as providing a just and proper means for terminating the services of the Employee if that action becomes necessary or desirable;

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

2. **EMPLOYMENT AND DUTIES**

Employer hereby employs Employee, and Employee accepts such employment, as the Economic Development Director of the Pend Oreille Economic Development Council to perform the functions and duties specified in the Memorandum of Understanding and Scope of Work between the Employer and the Economic Development Council, the Job Description, as attached, and such other legally permissible and proper duties as Employer shall from time to time assign.

COPY

3. TERM AND RENEWAL

This Agreement is an Agreement for an indefinite term of employment, subject however to the limitations, notices, requirements, payments, and matters hereinafter set forth.

4. HOURS OF WORK

Employee shall be considered an exempt employee for purposes of the Fair Labor Standards Act and shall not be entitled to overtime pay. Employee is expected to perform her duties in a manner comprising a minimum of forty (40) hours per week. It is recognized that Employee must devote a great deal of time outside the normal office hours to the Economic Development endeavors of the Employer and to that end Employee may be allowed to take complementary time off, when approved by the Chair of the Board of Directors of the Economic Development Council. The decision to approve such complementary time shall be discretionary and is considered only an informal benefit in no way subject to accrual, compensation or pay-out. Employee and the Chair shall work together for the purpose of considering complementary time.

5. COMPENSATION AND BENEFITS

A. Base Annual Salary. For services rendered by Employee pursuant to this Agreement, Employer shall pay Employee a base annual salary of \$47,063.52 effective upon the date of this contract and payable in the manner as is customary with other County employees.

B. Benefits. All benefit provisions (excluding longevity), regulations and rules of the Employer relating to sick leave, retirement, insurance, holidays, and other benefits and working conditions as they now exist or hereafter may be amended shall also apply to Employee as they would to other County employees, **so long as they are not in conflict with this Agreement**. In the event of a conflict, this Agreement will prevail. Procedures for base salary adjustment shall be exclusively as defined in Section 6.

6. ANNUAL PERFORMANCE EVALUATIONS AND SALARY REVIEW

Annual Performance evaluations shall be conducted in advance of the County's next fiscal year's budget preparation. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer, the Pend Oreille Economic Development Council and the Employee. The Employer agrees to review the base salary and/or benefits of Employee in conjunction with the Employee's performance reviews and as a negotiated process associated with the annual Employee evaluation. The Employer agrees to consider any adjustment recommended by the Pend Oreille Economic Development Council in setting the Director's salary; however, the Employer retains the sole authority to make the final salary determination.

Annually, the Employer, the Pend Oreille Economic Development Council and the Employee shall define such goals and performance objectives as they determine necessary for the proper operation of the Economic Development Council and the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing. In effecting the provisions of this section, the Employer and Employee mutually agree to abide by the provisions of all applicable law.

7. **VACATION**

Employee is currently a County employee and will retain and accrue all applicable benefits. Employee shall annually accrue 1.5 days per month unless otherwise modified in writing.

8. **PROFESSIONAL DEVELOPMENT AND MEMBERSHIP DUES**

Employer agrees, within budgetary limitations, to consider recommendations by the Council Chair to pay for Employee's professional dues, subscriptions and official travel, meetings, training and occasions adequate to continue the professional development of Employee for the good of the Employer. The employer retains the sole authority to make all final expenditure determinations.

9. **TRANSPORTATION FOR COUNTY BUSINESS**

Employee's duties require that she have ready availability of a business vehicle. Since the Employee is required to use her personal vehicle as transportation for Economic Development purposes, Employer shall reimburse Employee at the standard rate per mile provided in accordance with Internal Revenue Service (IRS) regulations then in effect.

10. **TERMINATION AND SEVERANCE PAY**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to a forty five (45) day notice in writing, the provisions of this Agreement and any applicable State law.
- B. In the event the Employee is terminated or requested by the Employer to resign for the convenience of the Employer or the Economic Development Council without just cause, then Employer shall provide severance compensation in the amount of 4 months of aggregate salary, payable monthly in the regular course of business.

- C. In the event employee is terminated for just cause as described in Section 11, Employer shall have no obligation to pay the aggregate severance sum herein described or provide 45 days written notice.
- D. If the Employee voluntarily or involuntarily separates from service, Employer shall be responsible for paying separation benefits as required by the Pend Oreille County policies and procedures, as well as those required by State and Federal Law.

**11. JUST CAUSE DEFINED**

In the event this contract is terminated by County for just cause, County shall have no obligation to pay the termination benefits described in Section 10 of this Agreement. Just cause, for purposes of this Agreement shall be the termination of employment for misconduct including violation of the Sexual Harassment Policy; violation of the Nondiscrimination Policy; unauthorized expenditure of County funds or property; violation of the Alcohol, Tobacco, and Drug Use Policy; violation of the Computer Usage Policy; violation of any other County Personnel Handbook policy; Mental or physical unfitness which renders the employee incapable of satisfactorily performing essential job functions; felony conviction; demonstrated unwillingness or inability to follow instructions or perform the duties of the position or persistent insubordination.

**12. DISABILITY**

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health and takes a leave of absence authorized by state or federal law, Employer shall have the option to terminate this Agreement in accordance with applicable state or federal laws. Employee shall be required to use all of her sick, vacation, and other leave during any such leave of absence, and shall be compensated for Employee's use of accrued sick and/or vacation time. Employee shall not be allowed to use sick, vacation, or other leave to extend the leave of absence beyond that authorized by federal and state law.

**13. INDEMNIFICATION**

Notwithstanding the existence and applicability of liability protection provided under state law and local ordinance, Employer expressly agrees as part of this Agreement and as a condition of Employee's employment that it shall defend, hold harmless and indemnify Employee and her marital community against any tort, professional or personal liability claim or demand of any kind or nature and any and all other legal action, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties. Employer will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Employer, or its insurance company, will provide legal representation for Employee, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, directly or indirectly related to or arising out of Employee's employment with Employer. This indemnification and hold harmless clause shall continue after Employee's cessation of employment but only insofar as it relates back to claims,

demands, suits, judgments and professional, personal and community liability arising either directly or indirectly out of her employment.

14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

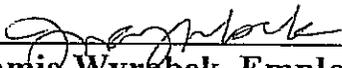
Employer and Employee may mutually agree in writing to modification of any terms and conditions of employment or relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with any other applicable law.

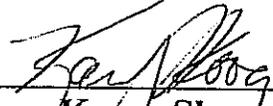
15. GENERAL PROVISIONS

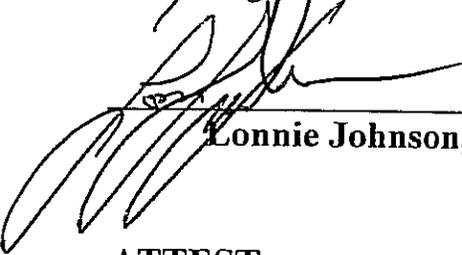
This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, as per Federal and State law. If any provision or portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date and year herein executed.

Dated this 29<sup>th</sup> day of December, 2014.

  
\_\_\_\_\_  
Jamie Wyróbek, Employee

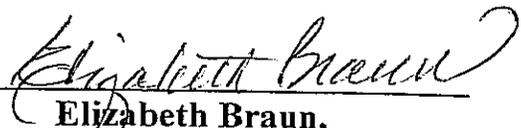
  
\_\_\_\_\_  
Karen Skoog, Chair

  
\_\_\_\_\_  
Lonnie Johnson, Chair

APPROVED AS TO FORM:

ATTEST:

Absent  
\_\_\_\_\_  
Tom Metzger,  
Prosecuting Attorney

  
\_\_\_\_\_  
Elizabeth Braun,  
Clerk of the Board