

EMPLOYMENT AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES DIRECTOR

This Agreement is entered into on the 5th day of July, 2016 between Pend Oreille County, Washington hereafter "Employer", and Mr. Mark Lemen, hereafter "Employee", whose date of appointment was July 5, 2016.

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

Whereas, Employer wishes to employ Employee as the Information Technology Services Director of Pend Oreille County, provide certain benefits to him and establish employment and working conditions of said Employee during his tenure as Information Technology Services Director, and

Whereas, Employee is willing to accept employment as the Pend Oreille County Information Technology Services 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 Information Technology Services Director of Pend Oreille County, Washington to perform the functions and duties specified by County Resolution 2016-21 and such other legally permissible and proper duties as Employer shall from time to time assign.

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 his 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 information technology systems 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 County Commissioners. Notification to the Chair of the Board also applies with regards to extended leave as outlined in the Pend Oreille County Personnel Policy 140.

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 \$75,000.00 (Seventy-Five thousand dollars) effective upon the date of this contract, stated above, 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 and not in conflict with this agreement, shall also apply to Employee as they would to other County employees. Procedures for base salary adjustment shall be exclusively as defined in Section 6. Employer agrees to pay Employee up to \$3,000.00 (Three thousand dollars) for verified moving expenses.

6. **SALARY ADJUSTMENTS AND ANNUAL PERFORMANCE EVALUATIONS**

The Employer agrees to adjust the base salary and/or benefits of Employee compatible with the Employee's performance and as a negotiated process associated with the annual Employee evaluation. Annual evaluations shall be conducted in advance of the next county fiscal year budget preparation.

Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Further, the Board shall provide the Employee with a written summary of the findings of the Employer and provide adequate opportunity for the Employee to discuss his evaluation with the Employer.

Annually, the Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the county Information Technology Services department and in 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 2 days per month commencing August 1, 2016 unless otherwise modified in writing.

8. **PROFESSIONAL DEVELOPMENT AND MEMBERSHIP DUES**

Employer agrees, within budgetary limitations, 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.

9. **TRANSPORTATION FOR COUNTY BUSINESS**

Employee's duties require that he have ready availability of a business vehicle. Whenever practical, Employee will utilize a county vehicle for transportation within and outside of the Employer's jurisdiction. Should Employee be required to use his personal vehicle as alternate transportation for county 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. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign his position with Employer at any time, subject to a forty five (45) day notice in writing, the provisions of this Agreement and any applicable State law.
- C. In the event the Employee is terminated or requested by the Employer to resign for the convenience of Pend Oreille County without just cause, then Employer shall provide severance compensation in the amount of 5 months of aggregate salary.
- D. 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.
- E. 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 to the Board of Commissioners.

12. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his 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 his 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 his 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 affiliation 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 his 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

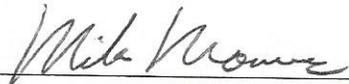
This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, as per Federal and State law. If any provision or portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion 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 5th day of July, 2016.



Mark Lemen, Employee



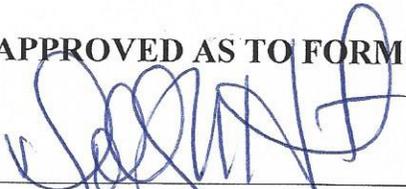
Mike Manus, Chair



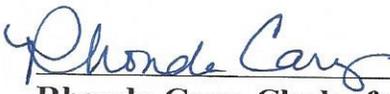
Karen Skoog, Vice-Chair



Stephen Kiss, Member

APPROVED AS TO FORM:


Dolly Hunt, Prosecuting Attorney

ATTEST:


Rhonda Cary, Clerk of the Board