

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of December, 2014, by and between CLARK COUNTY, WASHINGTON, by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called, "Employer," and MARK McCAULEY, hereinafter called "Employee."

WITNESSETH:

WHEREAS, Clark County Code Chapter 2.15 establishes the position of "County Administrator"; and

WHEREAS, effective January 1st 2015, the Home Rule Charter of Clark County, hereinafter "Charter" reclassifies this position from County Administrator to County Manager; and

WHEREAS, the Charter grants to the County Manager all executive powers of Clark County which are not expressly vested in other elected officers by state law or the Charter; and

WHEREAS, Employer desires to employ the services of Employee as "Acting County Manager"; and

WHEREAS, it is the desire of both parties to establish and agree to certain common expectations regarding compensation, benefits, job security and the terms and conditions of employment.

NOW, THEREFORE:

In consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES.

A. Employer hereby agrees to employ Employee and Employee agrees to accept the functions and duties of the position of "Acting County Manager" as established throughout the Charter but specifically in Article 3, The Executive Branch and as provided in Chapter 2.15 CCC.

II. SALARY AND PERFORMANCE EVALUATION.

A. The salary, effective January 1st 2015, shall be \$ 163,100.00 per year, payable in such manner as compensation to other executive management employees of the Employer are paid. The Employee's salary shall be adjusted as provided herein and is not subject to salary adjustments granted to other management or bargaining unit employees.

B. The Council agrees to review the performance of the Employee on or about October 1st of each year or earlier, preceding the end of the contract term or in more frequent intervals. During these reviews, the Employer and Employee shall define such goals and performance objectives which they determine necessary to the proper operation of the County.

The Employer shall review and evaluate the performance in relation to the goals and objectives established in the prior review. The Employer shall provide the Employee with a summary written statement of the evaluation and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

C. The Employee will be considered for salary adjustments to be effective on January 1 of each new contract term. On these dates, adjustments may be considered and granted based on market factors, merit and/or the Employee's job performance against specific goals and expectations. Adjustments authorized by the Council shall be effective on the foregoing dates, even if approved after such dates.

D. 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 executive management (M1) employees of the Employer.

III. BENEFITS.

Employee shall receive all employment benefits, including normal payoffs for accrued but unused leave, provided by the County to its executive management (M1) employees. Such standard offerings are subject to amendment, replacement or elimination by the County. Vacation hours will accrue at the maximum rate of vacation or PTO hours per month, at the Employee's choice, otherwise consistent with Human Resource policies.

IV. RETIREMENT.

In recognition that the Employee is an active member of the Washington Public Employees Retirement System (PERS 2), the employer shall provide the employer contribution as established by Washington Department of Retirement Services. The Employee shall provide the employee contribution as established by Washington Department of Retirement Services.

V. AUTOMOBILE ALLOWANCE.

In recognition of the travel requirements of his position, the Employee shall be paid a monthly car allowance at the rate of \$400/month.

VI. MEMBERSHIPS, SUBSCRIPTIONS, AND TRAVEL / BUSINESS EXPENSES.

Employer agrees to budget and to pay for reasonable professional memberships, professional publications and travel for appropriate business purposes. Employee shall be

eligible for reimbursement of other expenses incurred within the course and scope of employment according to the policies, practices, and limits of the Employer.

VII. OUTSIDE ACTIVITIES.

Employee shall refrain from outside pursuits that present a conflict of interest or time or which diminish his effectiveness or efficiency in the primary employment or could be perceived as such. Any such activity which could arguably give rise to such a concern shall be disclosed to the Council, and the Council reserves the right to disapprove the activity.

VIII. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand, or other legal action in accordance with the provisions of Clark County Code 2.97.

IX. TERM.

A. This Agreement shall become effective January 1st 2015 and shall be in effect through December 31, 2016.

B. At the time of the annual employee review set forth in II(B) herein, this Agreement may be extended for one (1) additional year or shorter term unless, during the review process and not later than June 30, 2016, the Council or the County Manager provides written notice to the other party that the contract term will not be extended.

C. Employee agrees to remain in the exclusive employ of Employer through the term of this Agreement.

X. TERMINATION/SEVERANCE PAY.

A. The Employee serves at the pleasure of the Employer and its position is terminable "at will" by the Board. In the event Employee is terminated by the Employer, the Employer shall provide a severance payment. Due to need for Employee's position to be confirmed as provided in the Charter, if the Employee is terminated or its position is not confirmed, the Employee shall be given a severance payment equal to 6 months of salary. The severance shall be paid in a lump sum unless otherwise agreed to by the parties. Termination shall include discharge, resignation offered at the request of the Employer, layoff, or if the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

B. In addition to the severance payment, the Employer shall pay the Employee contributions toward health insurance for the six month severance period under the Federal Cobra program.

C. If, after the qualification of the five-member Council, a decision is made to not renew Employee's contract, a majority of the Board may either allow the Employee to serve out the balance of the contract or terminate employment.

D. If, the Employer chooses to allow the employee to serve for the balance of the contract, no severance payment will be paid. If the Employer determines that it is in the best interest of the County that a management change be made prior to the expiration of the Agreement, then the Employee shall receive the severance package set for the in Sections (A) and (B) of this section.

- E. No such severance shall be due or payable if:
1. Employee terminates employment, without just cause, prior to December 31, 2016, or
 2. The termination is based on acts of misconduct, malfeasance, or nonfeasance.

XI. RESOLUTION OF DISPUTES.

Any dispute concerning the interpretation of this Agreement shall be brought to the attention of the Employer through the chairperson of the County Council. This Agreement shall be interpreted under Washington law.

XII. GENERAL PROVISIONS.

The text herein shall constitute the entire Agreement between the parties.

Should any provision, or any portion thereof, contained in this Agreement be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

XIII. SURVIVAL

The provisions of Sections VIII "Indemnification" and X "Severance" shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF:

EMPLOYER

EMPLOYEE



Chairperson



Mark McCauley
County Administrator

12/23/2014

Date

12/23/14

Date