

**EMPLOYMENT AGREEMENT**  
**PACIFIC COUNTY FAIR MAINTENANCE MANAGER**

**THIS AGREEMENT**, made and entered into by, and between the Board of Pacific County Commissioners ("COUNTY"), a Washington political subdivision and municipal corporation, and **Steve Stigar** ("MAINTENANCE MANAGER"), [REDACTED] Raymond, WA 98577 is subject to the terms and conditions set forth herein:

**I. DUTIES AND RESPONSIBILITIES**

Though more specifically described in the job description attached hereto and made a part hereof by this reference, the MAINTENANCE MANAGER is generally being employed for the upkeep and maintenance of the Pacific County Fair Grounds and Facilities.

The MAINTENANCE MANAGERS realizes and accepts the fact that he is responsible to and under the direction of the FAIR BOARD and Pacific County Fair Board Facilities Committee and that he serves "at the pleasure of" the FAIR BOARD, with his activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations.

The MAINTENANCE MANAGER acknowledges and accepts responsibility for all elements of the MAINTENANCE MANAGER position description that is attached to this Employment Agreement as Exhibit A.

**II. HOURS OF WORK**

The parties understand and agree that this position is considered part time and exempt from both the provisions of the Federal Fair Labor Standards Act (FLSA) and collective bargaining. It often requires the incumbent to work before and beyond scheduled business hours, occasionally on weekends and holidays with extensive hours during the month of August.

It is further understood and agreed that the MAINTENANCE MANAGER will not accrue the annual (vacation) or medical (sick) leaves other COUNTY employees accrue pursuant to a labor agreement or personnel policy. A written record of hours worked will be maintained.

**III. COMPENSATION**

For the services rendered pursuant to this agreement the COUNTY will provide the MAINTENANCE MANAGER with a monthly salary of ONE THOUSAND TWENTY-ONE DOLLARS (\$1,021.00), effective November 1, 2012 through December 31, 2012; and ONE THOUSAND THIRTY-ONE DOLLARS (\$1,031.00) effective January 1, 2013 through December 31, 2013. Annual salary reviews will take place as part of the COUNTY's normal budget process. The MAINTENANCE MANAGER's salary will be paid to him at the same time and in the same manner as the COUNTY's non-represented employees are paid to them.

**IV. FRINGE BENEFITS**

The MAINTENANCE MANAGER is entitled to limited benefits. These benefits include regular contributions to Social Security (FICA/OASI), industrial insurance/medical aid and unemployment insurance.

Should the MAINTENANCE MANAGER become disabled or die attempting to fulfill this agreement, the COUNTY will pay his beneficiary or heirs the difference between the salary provided by this agreement and any death or disability payments provided by the State's workers compensation and/or the federal social security programs to the entire term of this agreement or any extension thereof. This benefit is not subject to diminution by the termination clause (Article VI) of this agreement.

#### **V. OTHER CONDITIONS**

The MAINTENANCE MANAGER is required to maintain a private vehicle in good working condition, for use while performing the necessary functions of employment. The MAINTENANCE MANAGER will be reimbursed in the same manner and to the same extent as the COUNTY's non-represented employees would be reimbursed for the use of their vehicles. The MAINTENANCE MANAGER shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this agreement and any extension(s), and shall provide proof of such to the FAIR BOARD or COUNTY upon request.

The COUNTY will furnish the MAINTENANCE MANAGER with suitable work/office space at the Pacific County Fairgrounds and necessary supplies and equipment.

#### **VI. TERM/TERMINATION**

This agreement will become effective November 1, 2012, and will continue in full force and effect through December 31, 2013, both dates inclusive. In the event either party desires to terminate or modify the provisions of this agreement, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of one (1) month prior to the expiration date, or this agreement will be extended one (1) additional year. Nothing contained herein shall prevent the parties from amending this agreement by mutual written consent. This provision will not prevent, limit or otherwise interfere with the COUNTY'S right to terminate the MAINTENANCE MANAGER's services or the MAINTENANCE MANAGER's right to resign from employment with the COUNTY. Notwithstanding any other provisions of the Agreement, this Agreement shall terminate 12/31/2014.

If the COUNTY desires to terminate the MAINTENANCE MANAGER and he is willing to continue to fulfill his duties, the COUNTY will furnish (a) written notice at least one (1) month prior to the date of official discharge, or (b) a lump sum payment equal to the MAINTENANCE MANAGER's next one (1) month's compensation (including fringe benefits), or (c) any combination of written notice and lump sum payment that when added together meets the one (1) month requirement.

If the MAINTENANCE MANAGER desires to voluntarily resign, he shall furnish written notice at least one (1) month prior to the date he intends to separate from employment.

If the MAINTENANCE MANAGER is found guilty of a felony, the COUNTY may, within its discretion, terminate this AGREEMENT without compensating payment to the MAINTENANCE MANAGER. The COUNTY or its agent must personally serve or send by certified mail, return receipt requested, written notice to the MAINTENANCE MANAGER, setting forth with specificity, the grounds for the termination at least thirty (30) days before the effective termination date. This notice provision does not limit the authority of the COUNTY to temporarily suspend the MAINTENANCE MANAGER or to relieve him from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the action(s). With the exception of termination as a result of having been found guilty of committing a felony, if the COUNTY notifies the MAINTENANCE MANAGER of an action to terminate him without compensation, to suspend him, or to relieve him from duty, with or without pay, he may ask for arbitration as set forth in Article XIII - DISPUTES, by filing a request in writing with the COUNTY within twenty (20) days of being personally served with written notice of the COUNTY's action, or within twenty (20) days of the COUNTY sending written notice by certified mail, return receipt requested.

## **VII. SAVINGS AND SEVERABILITY**

If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

## **VIII. NON-DELEGATION**

The services to be furnished under the terms of this Agreement shall be performed by the MAINTENANCE MANAGER personally and shall not be delegated or subcontracted in whole or in part without the express consent of the COUNTY.

## **IX. LEGAL RELATIONS, INDEMNIFICATION and INSURANCE**

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortious conduct of the MAINTENANCE MANAGER while performing or in good faith purporting to perform his official duties to the same extent as if he were a private person or corporation. Whenever an action or proceeding for damages is brought against the MAINTENANCE MANAGER, his beneficiary or heirs arising from acts or omissions while performing his official duties, he/they may request the COUNTY to authorize the defense of the action or proceeding at the expense of the COUNTY. If the COUNTY using an evaluation procedure created by resolution of the BOARD finds that the acts or omissions of the MAINTENANCE MANAGER were, or in good faith purported to be, within the scope of his official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment, including punitive damages, against the MAINTENANCE MANAGER, his beneficiary or heirs, shall be paid on approval of the COUNTY or by an approval procedure created by resolution of the COUNTY.

The COUNTY will maintain continuously for the term of the Agreement, at its own expense, general, automobile and professional liability insurance, or self-insurance, for the services and activities provided by the MAINTENANCE MANAGER.

## **X. SOLICITATION OF CONTRACT**

The MAINTENANCE MANAGER warrants that he has not employed or retained any company or person to solicit or secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this AGREEMENT without further liability.

## **XI. OWNERSHIP OF DOCUMENTS**

The MAINTENANCE MANAGER agrees that all systems, documents, reports, and compilations of whatsoever kind or nature developed during the performance of the work undertaken pursuant to this Agreement shall belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

## **XII. DISPUTES**

The parties agree that disputes arising under this Employment Agreement shall be resolved by a panel consisting of one representative for the MAINTENANCE MANAGER, one representative from the COUNTY, and a mutually agreed upon third party. The panel shall decide the dispute by majority vote.

