JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: January 8, 2024

SUBJECT: Employment Agreement Amendment: Mark McCauley, County Administrator

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STATEMENT OF ISSUE:

Mark McCauley has been serving as County Administrator under an employment agreement for Jefferson County since April 1, 2022. The employment agreement expires on June 30, 2024 unless extended for another term.

ANALYSIS:

On Tuesday, January 2, 2024 the Board of County Commissioners approved a motion to extend Mr. McCauley's employment agreement by one year. The extended employment agreement will expire on June 30, 2025 unless terminated or extended further. An employment agreement amendment extending the expiration date is attached.

All other terms of the employment agreement remain unchanged.

FISCAL IMPACT:

Mr. McCauley's salary and benefits are included in the county's approved budget for 2024 and 2025.

RECOMMENDATION:

That the Board approve the attached employment contract amendment.

REVIEWED BY:

Mark McCauley, County Administrator

1/4/24
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Mark McCauley Contract No: McCauley - 2025

Contract For: Employment Agreement Term: Through June 30, 2025

COUNTY DEPARTMENT: County Administrator
Contact Person: Mark McCauley
Contact Phone: 360-385-9130
Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: no additional expense

Revenue: N/A
Expenditure: N/A
Matching Funds Required: N/A
Sources(s) of Matching Funds N/A
Fund # N/A
Munis Org/Obj N/A

PROCESS:
- [x] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**__________

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐ Mark G. McCauley 1/2/24
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ■ **N/A:** ☐ Mark G. McCauley 1/2/24
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/4/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/4/2024.
Contract amendment. Congratulations!

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Amendment No. 1 to the Employment Agreement Between Jefferson County and Mark McCauley

This Amendment No. 1 to the Employment Agreement is made and entered into by and between Jefferson County and Mark McCauley, herein after known as the "Parties."

WHEREAS, the Parties want to amend the Employment Agreement entered into between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Amendment is to extend the term of the Employment Agreement.

2. **Amendment. Section 2., Subsection 3**. The first sentence is amended to read: "McCauley shall be employed for a three-year term commencing on the original agreement effective date until June 30, 2025, at which time the Agreement may be extended further."

3. **No Other Change.** All other terms of the Employment Agreement between the Parties remain unchanged, except as modified in this Amendment. Employee shall remain an "at will" employee of the Employer.

(SIGNATURES FOLLOW ON NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: ______________________________
Kate Dean, Chair Date

By: ______________________________
Heidi Eisenhour, Member Date

By: ______________________________
Greg Brotherton, Member Date

Approved as to form only:

January 4, 2024
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

By: ______________________________
Mark McCauley, County Administrator

Date: 1/4/24

CC: HR
Mark McCauley
Ant.
Payroll
4.4.22

Retain: 2030

McCauley, Mark

EMPLOYMENT AGREEMENT

MARK MCCAULEY

THIS EMPLOYMENT AGREEMENT (this Agreement) is made and entered into this 4th day of ~~March~~ April 2022, between Jefferson County, Washington, a municipal corporation, (the County) and Mark McCauley (McCauley), both of whom understand as follows:

WITNESSETH:

WHEREAS, starting on May 3, 2021 the County has retained the services of McCauley as Interim County Administrator, as a temporary assignment while he also acted in his role as Central Services Director; and

WHEREAS, after recruiting for a County Administrator the Board of County Commissioners on March 28, 2022 appointed McCauley as County Administrator; and

WHEREAS, the County desires to retain the services of McCauley as County Administrator; and

WHEREAS, appointment to County Administrator will require the recruitment of a Central Services Director to replace McCauley; and

WHEREAS, it is the desire of the Board of County Commissioners of Jefferson County Washington, as the County, to provide certain benefits, establish certain conditions of employment and to set working conditions of McCauley; and

WHEREAS, it is the desire of the County to (1) secure and retain the services of McCauley and to induce him to remain in such employment, (2) to make possible full work productivity by assuring McCauley's morale and peace of mind regarding future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain by McCauley, and (4) to provide a just means for terminating McCauley's services when he may cannot discharge his duties due to disability or when the County may otherwise desire to terminate his employ; and

WHEREAS, McCauley desires to accept continued employment as County Administrator of Jefferson County, Washington; and

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

Section 1. Duties

The County agrees to employ McCauley as County Administrator of Jefferson County, Washington to perform the functions and duties specified in the Job Description for the County Administrator as adopted and as amended, and as specified in state law and by the Resolutions and Ordinances of Jefferson County, and to perform other legally permissible and proper duties and functions as the County shall assign from time to time.

In addition, McCauley will fill the role of Central Services Director until that position is filled through a recruitment process.

Section 2. Effective Date and Term

1. This Agreement is effective April 1, 2022.

2. This Agreement shall replace the Employment Agreement of the parties executed on June 12, 2017 for Central Services Director and the Memorandum of Extension of Assignment as Interim County Administrator signed dated October 25, 2021.

3. McCauley shall be employed for a two-year term commencing on the effective date until June 30, 2024, at which time the Agreement may be extended for another term. McCauley shall be considered an "at-will" employee of the County, serving at the pleasure of the Board of County Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the County to terminate the services of McCauley at any time, subject only to the provisions in Section 16.

4. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of McCauley to resign at any time from his position with the County, subject only to the provision in Section 15, paragraph 5.

5. McCauley is granted continuing employment status with the County and agrees to remain in the exclusive employ of the County and neither to accept other employment nor to become employed by any other employer under the terms of this Agreement.

6. The term "employed" shall not be construed to include occasional teaching, writing or consulting services performed on McCauley's own time off, provided they follow Chapter 42.23 RCW and Jefferson County's Code of Ethics.

Section 3. Salary

1. The County agrees to pay McCauley base salary of $160,000 annually, adjustable under Section 3, paragraph 2 and Section 5, paragraph 5.

2. Cost of living increases will be provided the same as for other exempt employees of the County.

Section 4. Benefits

1. Except as described in this Agreement, McCauley shall receive the same employee benefits as the County's other exempt employees, which shall be administered under adopted County policies and the Jefferson County Personnel Administration Manual as it now exists or may be amended (Manual). All provisions of the ordinances, resolutions, regulations and rules of the County relating to personal time off, holidays and other fringe benefits, and working conditions as they now exist or may be amended, also shall apply to McCauley as they would to other employees of the County, in addition to the benefits in this Agreement that specifically benefit McCauley.

2. Health Benefits: The County agrees to put into force and to make required premium payments for McCauley for health insurance under Chapter 6, Section 1.0 of the Manual.

3. Personal Time Off (PTO) The PTO accrual rate will be 33 days per year earned monthly on a pro-rated basis. Maximum banked accrued time will be 520 hours (65 days). Refer to Resolution 77-21 and Chapter 6, Section 3.0.

4. Holidays: McCauley shall be entitled to holidays under Chapter 6, Section 4.0 of the Manual.

5. Leaves of Absence: McCauley shall be entitled to leaves of absence under Chapter 6, Section 6.0 of the Manual.

7. Retirement: McCauley shall be a contributing member of the Washington State Public Employees Retirement System (PERS) and Social Security in the same manner afforded all other exempt staff of the County, consistent with Chapter 6, Section 10.0 of the Manual.

8. Deferred Compensation: McCauley may contribute as deferred compensation up to 5% of his annual salary to his choice of Deferred Compensation Plans offered by the County, which contribution will be matched dollar for dollar by the County as additional deferred compensation, up to an amount equal to the 5% annual maximum. McCauley may contribute as deferred compensation any amount above the 5%, under federal guidelines and the Deferred Compensation Plan, but the County will match no amount above the 5%.

Section 5. Performance Evaluation

1. Consistent with to Chapter 10, Section 5.0 of the Manual, the Board of County Commissioners shall review and evaluate the performance of McCauley in writing at least once a year during October, and may perform additional evaluations at the County's discretion.

2. These reviews and evaluations shall be under specific criteria developed jointly by the Board of County Commissioners and McCauley. McCauley shall propose the initial criteria to the Board of County Commissioners within 60 days of the execution of this Agreement by the Board of County Commissioners. The initial criteria shall be approved by the Board of County Commissioners within 30 days of the proposal by McCauley. These initial criteria may be added to or deleted from, as the Board of County Commissioners may determine from time to time.

3. McCauley shall provide a self-evaluation of the prior year's goals and objectives to the Board of County Commissioners by September 30th of each year to facilitate his annual review.

4. In the annual review in October of each year, the Board of County Commissioners shall review and establish with McCauley strategic and management objectives for the proper operation of the County and in the attainment of the Board's policy objectives for McCauley to address in the next year, and may include input from McCauley's

subordinates and management team in developing the objectives. The objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

5. McCauley shall have the right to negotiate annual salary increases during each year-end evaluation process for approval by the Board of County Commissioners.

Section 6. Hours of Work

1. McCauley may devote time outside normal office hours to business of the County, and the County recognizes there will be occasions at which McCauley will work non-traditional hours or will work out of the normal work space as required for successful operation of the County.

2. Both parties recognize that McCauley is an exempt employee as defined by the Fair Labor Standards Act.

Section 7. Automobile

McCauley is entitled to receive mileage allowance under adopted county policies.

Section 8. Office Equipment.

1. McCauley's duties require that he shall have the exclusive and unrestricted use during his employment with the County of a personal computer, including hardware, software and printer, subject to the same use restrictions within the County's policies on computer use.

2. McCauley's duties require that he shall have the exclusive and unrestricted use during his employment with the County of a cellular telephone including air-time contract, provided to him by the County. This provision is subject to the County's communication policy.

Section 9. Dues and Subscriptions

The County agrees to budget and to pay for the professional dues and subscriptions of McCauley necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the County. Besides any other organizations, McCauley shall maintain a membership in the International City County Management Association, paid by the County, consistent with Chapter 6, Section 13.0 of the Manual.

Section 10. Professional and Technical Registration

The County agrees to budget and pay fees for professional and technical certificates and licenses for McCauley of benefit to the County, as approved by the Chair of the Board of County Commissioners.

Section 11. Professional Development

1. The County agrees to budget consideration for and to pay, if approved by the Chair of the Board of County Commissioners and budgeted, the travel and subsistence expenses of McCauley for professional and official travel, meetings and occasions adequate to continue the professional development of McCauley and to adequately pursue necessary official and other functions for the County, including but not limited to meetings and annual conferences of professional associations, state, regional and local leagues of governments and such other national, regional, state and local governmental groups and committees thereof which McCauley serves as a member. Time while at such meetings and conferences is considered time worked.

2. The County agrees to budget consideration for and to pay, if approved by the Chair of the Board of County Commissioners and budgeted, the travel and subsistence expenses of McCauley for short courses, institutes and seminars necessary for his professional development and for the good of the County. Time while at such courses, institutes or seminars is considered time worked.

Section 12. General Expenses

The County recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by McCauley, and agrees to reimburse or to pay said general expenses and the County Auditor may disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, consistent with Chapter 6, Section 12.0 and Appendix D (Travel & Transportation Policy & Procedures) of the Manual. Such payments are to be regulated by the disbursement rules of the County.

Section 13. Community Service Organizations

The County recognizes the desirability of representation in and before community service organizations, and McCauley may become a member of community service organizations consistent with Chapter 6, Section 15.0 of the Manual.

Section 14. Personal Business Activities

McCauley shall not spend over 10 hours per week in teaching, consulting or other non-County connected business activity without the prior approval of the Board. McCauley recognizes that he is in a position of trust regarding the County and shall conduct no personal business activities, which may conflict with the interest of the County.

Section 15. Indemnification and Bond

1. Under Chapter 2.05 of the Jefferson County Code (Indemnity of Employee Legal Defense Costs – Claims for Damages), the County shall defend, save harmless and indemnify McCauley against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission in the performance of McCauley's duties as County Administrator.

2. Legal representation, provided by the County for McCauley shall extend until final determination of the legal action including any appeals brought by either party the County shall indemnify employee against any losses, damages, judgments, interest settlements, fines, court costs, and expenses of legal proceedings including attorney fees, and any other legalities incurred by, imposed upon, or suffered by McCauley with or resulting from any claim action, suit, or proceeding, actual or threatened relating to the performance of his or her duties.

3. The County agrees to pay all reasonable and necessary litigation expenses of McCauley throughout the pendency of any litigation to which McCauley is a party, witness or advisor to the County. Such expense payments shall continue beyond McCauley's service to the County if litigation is pending. Further, the County agrees to pay McCauley reasonable consulting fees and travel expenses when McCauley serves as a witness, advisor or consultant to the County beyond McCauley's service to the County regarding pending litigation.

4. The County shall pay for any fidelity or other bonds required of McCauley under any law or ordinance.

Section 16. Termination and Severance Notice

1. If the Board of County Commissioners decides it will terminate McCauley's employment, it shall endeavor to give McCauley six months' notice so he may obtain suitable employment elsewhere. The County shall provide McCauley time off or other flexibility in work duties as may be necessary for him to seek other employment.

2. If the Board of County Commissioners decides it will terminate McCauley's employment, then the County agrees to pay McCauley, as severance, a cash payment equal to six months' salary and COBRA premiums, minus federal payroll deductions, provided the payment of the severance is conditioned upon McCauley and the County executing a separation and release agreement that shall settle and release any claims McCauley may have, known or unknown, against the County. Such severance payment shall release fully and finally the County from any further obligations to McCauley under this Agreement. Any severance shall be paid in a lump sum within thirty days of termination unless otherwise agreed to by the County and McCauley.

3. If McCauley is terminated for conviction of any criminal act, the County shall have no obligation to pay the aggregate severance sum designated in this Section 16.

4. If McCauley resigns following an offer by a representative of the governing body to accept McCauley's resignation, whether the offer is formal or informal, then McCauley may declare a termination under Section 16, paragraph 2.

5. McCauley shall give the County at least one month notice before his voluntarily resignation from the appointed position, unless the parties otherwise agree.

Section 17. Other Terms and Conditions of Employment

The County, in consultation with McCauley, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of McCauley, provided such terms and conditions are not inconsistent with or in conflict with this Agreement, the County ordinances or any other law.

Section 18. No Reduction of Benefits

The County shall not during the term of this Agreement reduce the salary, compensation or other financial benefits of McCauley, except to the degree of such a reduction across-the-board for all management employees of the County.

Section 19. Notices

1. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed:

THE COUNTY:	Jefferson County, Washington Chair of the County Commission P.O. Box 1220 Port Townsend, Washington 98368
MCCAULEY:	Mark McCauley 810 Holcomb Street Port Townsend, Washington 98368

2. Notices required under 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.

Section 20. General Provisions

1. Each party has read this Agreement in its entirety and knows the contents of this Agreement. The text of this Agreement shall constitute the entire agreement between the parties and its terms are contractual, not a mere recital. Except as specifically provided in this Agreement, this Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

2. It is understood and agreed this Agreement is entered into in the State of Washington. It is agreed this Agreement shall be governed by and construed under the laws of the United States and of the State of Washington as if applied to transactions entered into and to be performed wholly within Washington between Washington residents. No party shall argue or assert than any law other than Washington law applies to the governance or construction of this Agreement.

Mark McCauley Employment Agreement

3. The parties acknowledge there have been no inducements or representations upon which any party have relied entering into this Agreement, except as expressly set forth in this Agreement.

4. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

5. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of McCauley.

6. Upon ratification by the Board of County Commissioners, this Agreement shall become effective immediately upon the date first written above.

7. The parties understand, intend, and agree this Agreement and each term, covenants, and provisions of this Agreement shall be enforced to the greatest extent permitted by law. If any provision, or any portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion of this Agreement, shall be deemed severable, shall not be affected and shall remain in full force and effect. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8. The County is subject to the Public Records Act, codified at Chapter 42.56 RCW. This Agreement is a "Public Record" subject to the Public Records Act.

9. The parties agree that they shall facilitate, in good faith, the effectuation of this Agreement.

10. The parties agree that each party may sign separate copies of this Agreement and this Agreement will have the same force and effect as if all the parties had signed the original.

11. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all parties.

Mark McCauley Employment Agreement

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Agreement to be signed and executed and McCauley has signed and executed this Agreement, both in duplicate, the day and year first written above.

JEFFERSON COUNTY:

BOARD OF COMMISSIONERS

Heidi Eisenhour, Chair

ATTEST:

Carolyn Gallaway
Clerk of the Board

MCCAULEY:

Mark McCauley

APPROVED AS TO FORM ONLY:

March 31, 2022

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Consent Agenda
Commissioners Office

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

TO: Board of County Commissioners
FROM: Sarah Melancon, Human Resources Director
DATE: April 4, 2022
SUBJECT: **AGREEMENT** re: Employment as Jefferson County Administrator; Mark McCauley

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STATEMENT OF ISSUE:
County Commissioner approval is requested for the attached Employment Agreement with Mark McCauley to serve as the County Administrator for Jefferson County. Mr. McCauley will continue to perform the role of Central Services Director until that position is filled.

ANALYSIS:
Mr. McCauley has been selected to be the County Administrator after serving as Interim County Administrator for the last year. Mr. McCauley has served as the County's Central Services Director since June 19, 2017. Before coming to the County, he worked in county government at Clark County, rising to the County Manager position there. Mr. McCauley served for 20 years in the United States Army in various command positions mostly related to personnel and finance.

FISCAL IMPACT:
In consideration of Mr. McCauley's extensive experience and years of service, it is recommended that Mr. McCauley's wage be set at $160,000.

RECOMMENDATION:
Approve the attached Employment Agreement.

REVIEWED BY:

P.C. Hunsucker   April 1, 2022
Philip Hunsucker, Chief Civil Deputy Prosecuting Attorney   Date