

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

REGULAR AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley

DATE: December 23, 2024

SUBJECT: Employment Agreement: David Bradley

STATEMENT OF ISSUE:

A recent Washington Attorney General opinion stating the Coroners may not engage in the practice of law required Jefferson County to meet its coroner obligations in a different manner. This required Jefferson County to change how it meets its coroner obligations.

ANALYSIS:

James Kennedy, Jefferson County Prosecuting Attorney, in an October 7, 2024 workshop, discussed a number of alternative methods of doing this. The selected method was to enter into an agreement with David Bradley of Bradley-Kosec Funeral Home and Crematory to perform these duties. Following a duly noticed public hearing wherein the Board of Commissioners was asked to adopt an ordinance establishing a separate Office of the Coroner on December 23, 2024 the Board is asked to consider an employment agreement with David Bradley, attached.

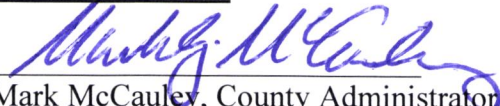
FISCAL IMPACT:

This agreement will cost \$1,500 per month for a total of \$18,000 and will be paid out of the General Fund Coroner Department – 001-151.

RECOMMENDATION:

That the Board of Commissioners approve the attached employment agreement with David Bradley.

REVIEWED BY:


Mark McCauley, County Administrator

12/20/24
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: David Bradley

Contract No: DB EMPLOY

Contract For: Employment Agreement

Term: Annually On-going

COUNTY DEPARTMENT: Human Resources

Contact Person: Sarah Melancon

Contact Phone: 133

Contact email: semelancon@co.jefferson.wa.us

AMOUNT: \$18,000

Revenue:

Expenditure: \$18,000

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ 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: ☐

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: ☐

Signature

Date

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

Electronically approved by Risk Management on 12/20/2024.

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

Electronically approved as to form by PAO on 12/20/2024.
PAO negotiated contract.

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

EMPLOYMENT AGREEMENT

DAVID BRADLEY

THIS EMPLOYMENT AGREEMENT (this Agreement) is made and entered into this ____ day of December 2024, between Jefferson County, Washington, a municipal corporation, (the County) and David Bradley (Bradley), both of whom understand as follows:

WITNESSETH:

WHEREAS, starting on January 1, 2025, the County desires to retain the services of Bradley as Coroner; and

WHEREAS, with the advice of the county Prosecutor, the Board of County Commissioners on December 23, 2024 appointed Bradley as Coroner; and

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

WHEREAS, it is the desire of the County to (1) secure and retain the services of Bradley and to induce him to remain in such employment, (2) to make possible full work productivity by assuring Bradley's morale and peace of mind regarding future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain by Bradley, and (4) to provide a just means for terminating Bradley'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, Bradley desires to accept employment as Coroner 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 Bradley as Coroner of Jefferson County, Washington to perform the functions and duties specified in the Job Description for the Coroner as adopted, 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.

Section 2. Effective Date and Term

1. This Agreement is effective January 1, 2025.
2. Bradley shall be employed for no more than a five-year term commencing on the effective date, serving at the pleasure of the Board of County Commissioners. Bradley shall be considered an "at-will" employee of the County. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the County to terminate the services of Bradley at any time, subject only to the provisions in Section 16.

David Bradley Employment Agreement

3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Bradley to resign at any time from his position with the County, subject only to the provision in Section 16, paragraph 3.
4. Bradley is granted continuing employment status with the County.
5. The term "employed" shall not be construed to prevent Bradley from working for the Bradley-Kosec Funeral Home & Crematory or any other services performed on Bradley's own time off, provided they follow Chapter 42.23 RCW and Jefferson County's Code of Ethics.

Section 3. Compensation

1. The County agrees to pay Bradley at a rate of \$1,500 per month as a Clerk Hire, adjustable under Section 3, paragraph 2 and Section 5, paragraph 5. Bradley shall not exceed a total of 69 hours per month. Bradley shall obtain written authorization from the County Administrator for any work over 69 hours per month.
2. Cost of living increases will be provided the same as for other exempt employees of the County.

Section 4. Benefits

Except as described in the Personnel Administration Manual, Clerk Hires are not entitled to County benefits provided to regular, full or part time employees, including but not limited to: Vacation pay, sick leave pay (except as provided according to the Washington State Paid Sick Leave Law), holiday pay, FMLA leave, medical, dental, or other insurance benefits.

Section 5. Performance Evaluation

1. Consistent with to Chapter 10, Section 5.0 of the Jefferson County Personnel Administration Manual, the Board of County Commissioners shall review and evaluate the performance of Bradley 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 Bradley. Bradley 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 Bradley. These initial criteria may be added to or deleted from, as the Board of County Commissioners may determine from time to time.
3. Bradley shall provide a report of the prior year's coroner's operations to the Board of County Commissioners by September 30th of each year to facilitate his annual review.

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4. In the annual review in October of each year, the Board of County Commissioners shall review and establish with Bradley the plan for operation of the Coroner's Office in the coming year.
5. Bradley shall have the right to negotiate annual compensation increases during each year-end evaluation process for approval by the Board of County Commissioners.

Section 6. Hours of Work

1. Bradley recognizes the duties of the job require Bradley to devote time to work outside of normal office hours, and the County recognizes that Bradley will work non-traditional hours.
2. Both parties recognize that Bradley is an exempt employee as defined by the Fair Labor Standards Act.

Section 7. Automobile

Bradley is entitled to receive mileage allowance under adopted county policies if not paid under the County's separate contract with Bradley-Kosec Funeral Home & Crematory.

Section 8. Office Equipment.

1. Bradley'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. Bradley'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 Bradley 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, Bradley shall maintain a membership in the International Association of Coroners and Medical Examiners and Washington Association of Coroners and Medical Examiners, 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 Bradley of benefit to the County, as approved by the Chair of the Board of County Commissioners.

Section 11. Professional Development

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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 Bradley for professional and official travel, meetings and occasions adequate to continue the professional development of Bradley 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 Bradley 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 Bradley 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 Bradley, 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 Personnel Administration 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 Bradley may become a member of community service organizations consistent with Chapter 6, Section 15.0 of the Personnel Administration Manual.

Section 14. Personal Business Activities

Bradley 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 Bradley 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 Bradley's duties as Coroner.
2. Legal representation, provided by the County for Bradley 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,

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finances, court costs, and expenses of legal proceedings including attorney fees, and any other legalities incurred by, imposed upon, or suffered by Bradley 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 Bradley throughout the pendency of any litigation to which Bradley is a party, witness or advisor to the County. Such expense payments shall continue beyond Bradley's service to the County if litigation is pending. Further, the County agrees to pay Bradley reasonable consulting fees and travel expenses when Bradley serves as a witness, advisor or consultant to the County beyond Bradley's service to the County regarding pending litigation.
4. The County shall pay for any fidelity or other bonds required of Bradley under any law or ordinance.

Section 16. Termination and Severance Notice

1. If the Board of County Commissioners decides it will terminate Bradley's employment, it shall endeavor to give Bradley six months' notice for a termination without cause.
2. A termination for cause requires 10-days' notice.
3. Bradley 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 Bradley, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Bradley, 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 compensation or other financial benefits of Bradley, 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

David Bradley Employment Agreement

BRADLEY: David Bradley
1615 Parkside Dr.
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 that any law other than Washington law applies to the governance or construction of this Agreement.
3. The parties acknowledge there have been no inducements or representations upon which any party has 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 Bradley.
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.

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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.

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

(SIGNATURES FOLLOW ON THE NEXT PAGE)

David Bradley Employment Agreement

JEFFERSON COUNTY:

BOARD OF COMMISSIONERS

Kate Dean, Chair

ATTEST:

Carolyn Gallaway
Clerk of the Board

BRADLEY:



David Bradley

APPROVED AS TO FORM ONLY:

Philip C. Hunsucker
Chief Civil Deputy Prosecuting
Attorney