

am 18-01

EMPLOYMENT AGREEMENT BETWEEN

CLARK COUNTY AND SHAWN HENESSEE

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between CLARK COUNTY, WASHINGTON, by and through its COUNTY COUNCIL, (hereinafter called "County" or "County Council"), and Shawn Hennessee (hereinafter called "County Manager").

WITNESSETH:

WHEREAS, the County Council appoints the County Manager, pursuant to the Home Rule Charter of Clark County (hereinafter called "Charter"); and

WHEREAS, County desires to employ the services of Shawn Hennessee as 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. RESPONSIBILITIES AND DUTIES.

A. County hereby agrees to engage the services of Shawn Hennessee as its County Manager. County Manager shall perform all duties and responsibilities delegated to the County Manager by the Charter and the Clark County Code, or any amendments thereto.

B. The duties and responsibilities of the County Manager are a full-time position. Therefore, County Manager shall not spend time working, speaking, consulting, or providing other services in non-County connected business, for which compensation is paid, without the express prior written consent of the County.

II. TERM.

A. County Manager shall be retained in this position from the effective date of this Agreement through July 31, 2021.

B. The effective date of this Agreement will occur on the date the County and County Manager mutually agree as the first date of commencement of County Manager's services.

III. SALARY.

A. County agrees to pay County Manager an annual salary of \$170,000, payable in the same intervals and same manner as employees of the County and subject to customary withholdings.

B. County Manager may be considered for salary adjustments, as authorized by the County Council. Adjustments may be considered based on market factors, merit and/or job performance.

C. County shall not at any time during the term of this Agreement, or any extension thereto, reduce the salary, compensation, or other financial benefits of County Manager, except to the degree of such a reduction across-the-board for all executive management (M1) employees of the County.

IV. BENEFITS.

A. *Medical/Dental/Vision.* County agrees to provide medical, dental and vision benefits and coverage in the same manner and amount as provided by the County to its executive management (M1) employees.

B. *Other Employee Benefits.* Employee shall receive all employment benefits, including normal payoffs for accrued but unused Paid Time Off, provided by the County to its executive management (M1) employees. Such standard offerings are subject to amendment, replacement or elimination by the County.

C. *Holidays.* County Manager is entitled to the same paid holidays per calendar year as executive management (M1) employees.

D. *Paid Time Off.* County Manager shall accrue Paid Time Off at a rate of 2.5 days/per month. Use of Paid Time Off shall comply with Clark County Human Resources Policy.

E. *Automobile Allowance.* County shall provide County Manager a car allowance of \$450.00 per month to fully compensate him for the use of his personal vehicle in the performance of his duties as County Manager.

V. RETIREMENT.

A. County Manager is covered by the State of Washington Public Employees' Retirement System (PERS). County shall contribute the state-required amounts for the employer's share of County Manager's participation in the PERS Retirement System, as established in state law. The parties acknowledge that the amount of the employer contribution is subject to adjustment by the Washington Department of Retirement Services in the future, and agree that said contribution shall be adjusted (either increased or decreased). County Manager

shall provide the employee contribution, as established by the Washington Department of Retirement Services.

VI. MEMBERSHIPS, SUBSCRIPTIONS AND TRAVEL/BUSINESS EXPENSES.

County agrees to budget and to pay for reasonable professional memberships and travel for appropriate business purposes. County Manager 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 County.

VII. OUTSIDE ACTIVITIES.

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

VIII. INDEMNIFICATION.

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

IX. PERFORMANCE APPRAISAL.

The County Council will conduct an annual performance appraisal and goal setting of the County Manager based on specific criteria provided by the County Council. The County Council may review and evaluate the County Manager's performance on a more frequent basis, if it determines that it is appropriate to do so.

X. TERMINATION/SEVERANCE PAY.

A. As provided in the Charter, County Manager's position is terminable at-will by either party, in accordance with the terms of this Agreement and the Charter. County Manager serves at the pleasure of the County Council and nothing in this Agreement shall be taken to limit, prevent, or otherwise interfere with the authority of the County Council to terminate the services of the County Manager.

B. In the event County Manager is terminated by the County Council, the County shall provide a severance payment. The payment amount shall be equal to six (6) months' 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 County Council; layoff; or if the County reduces the base salary, compensation or any other financial benefit of the County Manager, unless it is applied in no greater percentage than the average reduction of all department heads.

C. In addition to the severance payment, the County shall pay County's contributions toward health insurance during the severance period provided in the paragraph B above, if the County Manager elects and is eligible to receive continued health insurance under the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). If County Manager secures other health insurance after termination, County's obligations to maintain County's health insurance contributions shall cease. County Manager shall notify the County within five (5) days of securing new health insurance.

D. No such severance shall be due or payable if the termination is based on acts of willful neglect of duty; dishonesty in the performance of job duties; misconduct; malfeasance; or nonfeasance.

E. In the event County Manager decides to resign from his position prior to the end date of this Agreement, County Manager shall provide the County with thirty (30) days' written notice of the effective date of resignation.

XI. RELOCATION EXPENSES

Relocation expenses to include moving and temporary housing shall be reimbursed up to \$12,000. If the County Manager terminates this Agreement in less than two (2) years, then the total reimbursement under this section shall be paid back to the County.

XII. RESOLUTION OF DISPUTES.

Any dispute concerning the interpretation of this Agreement or other matter of disagreement between the County Council and County Manager shall be brought to the attention of the County through the Chair of the County Council. This Agreement shall be interpreted under Washington law.

XIII. GENERAL PROVISIONS.

A. County Manager shall be expected to follow all County policies, or any updates or revisions thereto. A majority of the Council may approve, in its sole discretion, exceptions to the policies that impact the County Manager.

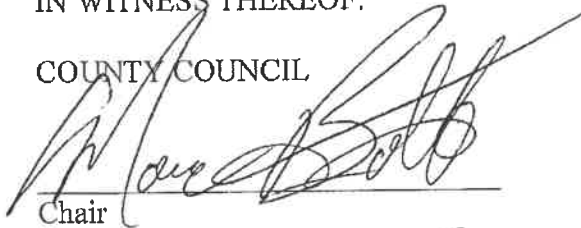
B. Should any provision, or any portion thereof, contained in this Agreement be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

C. The provisions of Sections VIII "Indemnification," and X "Termination/ Severance Pay," shall survive the expiration or termination of this Agreement. Termination of County Manager's employment shall not release either party from any liability or obligation that had previously accrued and remains to be performed, discharged, or satisfied as of the date of termination.

D. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations or previous agreements between them. County and County Manager agree that there are no other essential terms or conditions of the employment relationship that are not described within this Agreement, the Charter, or the County Code. Except for amendments to the Charter, any change to terms and conditions of this Agreement will be written down in a supplemental agreement, which shall be signed by both County Council and County Manager before it is effective.

IN WITNESS THEREOF:

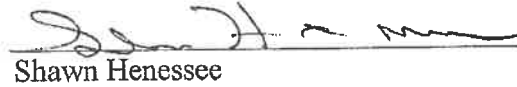
COUNTY COUNCIL



Chair

6-12-18
Date

COUNTY MANAGER



Shawn Hennessee

6-14-18
Date