

Agenda Summary Report (ASR)**Franklin County Board of Commissioners**

DATE SUBMITTED: 01-17-2023	PREPARED BY: Sam Hughes
Meeting Date Requested: 01-24-2023	PRESENTED BY: Duane Davidson
ITEM: (Select One Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board Time needed: 10 minutes	
SUBJECT: To provide severance to Sam Hughes in the event certain conditions are met	
FISCAL IMPACT: 2 month's salary and benefits	
BACKGROUND: It was discovered that several of the Directors have severance agreements while several do not. This is an effort to harmonize the treatment of like positions across the agency.	
COORDINATION: Commissioner Didier, Commissioner Mullen, Commissioner Peck, Administrator Duane Davidson, Chief Civil Attorney Jennifer Johnson and Clerk of the Board Karin Milham	
RECOMMENDATION: Administrator Davidson is recommending that equal treatment amongst the directors occur including this document	
ATTACHMENTS: (Documents you are submitting to the Board) ASR, Resolution and the Agreement	
HANDLING / ROUTING: (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Original : Clerk of the Board Karin Milham Copy: Tim Anderson, Auditor's Office Human Resources- Sam Hughes	

I certify the above information is accurate and complete.



Name: Duane Davidson

Title: County Administrator

2023-024

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON

ESTABLISHING AN EMPLOYMENT AGREEMENT FOR
FRANKLIN COUNTY HUMAN RESOURCES DIRECTOR POSITION

WHEREAS, the Board of Franklin County Commissioners recognizes the Human Resources Director as a necessary position within the County; and

WHEREAS, the Human Resources Director position requires a high level of skill and experience to be serve the County; and

WHEREAS, the Board of Franklin County Commissioners deems entering into an Employment Agreement with the Human Resources Director be in the best interests of the County;

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby approves the attached Employment Agreement for the position of Human Resources Director.

APPROVED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

EMPLOYMENT AGREEMENT

THIS AGREEMENT IS MADE AND ENTRED INTO BY AND BETWEEN Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, Washington 99301 (hereinafter the "County", and Debra "Sam" Hughes (hereinafter the "Employee").

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

1. POSITION OF EMPLOYMENT. The Employee is currently employed by the County in the position of Human Resources Director as an 'at will' employee. The County retains the right to change the Employee's job title, duties, and reporting relationships as may be determined to be in the best interest of the County; provided, however, that any such change in Employee's duties shall be consistent with Employee's training, experience, and qualifications. The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Employment Agreement, be governed the County's Personnel Policies and existing practices. In the event of a conflict between this Employment Agreement and the Personnel policies or existing practices, the terms of this Agreement shall govern.

2. TERM OF AGREEMENT. This agreement shall begin on January 1, 2023 and end on December 31, 2024 unless extended by mutual agreement of the parties. This contract may be extended by the parties for an additional two year term. The termination of this agreement in no way effects the employment of the employee.

3. COMPENSATION AND BENEFITS.

Employee will receive standard compensation and benefits associated with the position of Human Resources Director.

4. DUTIES AND PERFORMANCE. The Employee acknowledges and agrees that she is being offered a position of employment by the County with the understanding that the Employee possesses a unique set of skills, abilities, and experience, which will benefit the County and she agrees that her continued employment with the County, whether during the term of her Employment Agreement or thereafter, is contingent upon her successful performance of her duties in the position of Human Resources Director or in such other position to which she may be assigned.

5. TERMINATION OF EMPLOYMENT. Employee's employment with the County is "at will" and may be terminated by the Employee or County at any time.

A. Termination by Employee. The Employee may terminate her employment at any time during the course of this agreement by giving 14 days' notice, in writing.

During the notice period, Employee must fulfill all duties and responsibilities and use her best efforts to train and support her replacement, if any. Failure to comply with this requirement may result in Termination for Cause, but otherwise Employee's salary and benefits will remain unchanged during the notification period. Provided the employee gives the required notice, the employee is entitled to cash out any banked PTO up to the maximum allowed under County Policy for non-bargaining employees.

- B. Termination by County without Cause. The County may terminate Employee's employment at any time during the course of this agreement. If the County terminates Employee's employment, WITHOUT CAUSE (or "For Cause" reason 5(C)(1) as listed below), the County will pay, as severance, two months' salary and benefits.
- C. Termination by County for Cause. The County may, at any time and without notice, terminate the Employee "for cause". Termination by the County "for cause" shall include but not be limited to termination based on any of the following grounds:
- (1) Failure to perform the duties of the position in a satisfactory manner;
 - (2) Fraud, misappropriation, embezzlement, or acts of similar dishonesty;
 - (3) Conviction of a felony involving moral turpitude;
 - (4) Illegal use of drugs or use of alcohol in the work place;
 - (5) Intentional and willful misconduct that may subject the County to criminal or civil liability;
 - (6) Willful disregard of County policies and procedures;
 - (7) Insubordination or deliberate refusal to follow any legal instructions of supervisor.
- D. Termination by Death or Disability. The Employee's employment and right to compensation under this Employment Agreement shall terminate if the Employee is unable to perform the duties of her position due to death or disability that cannot be reasonably accommodated and lasting more than 90 days, and the Employee's heirs, beneficiaries, successors, or assigns shall not be entitled to any of the compensation or benefits to which Employee is entitled under this agreement, except:
- To the extent specifically provided in this Employment Agreement;
 - To the extent required by law;
 - To the extent that such benefit plans or policies under which Employee is covered provide a benefit to the Employee's heirs, beneficiaries, successors or assigns.


6. AMENDMENTS AND TERMINATION OF AGREEMENT

This Agreement may not be amended or terminated prior to the expiration date except in writing, signed by both parties.

This Agreement constitutes the entire agreement of the County and the Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.

EMPLOYEE:

FRANKLIN COUNTY:


Debra "Sam" Hughes
Dated: 1.18, 2023

Chair, Board of County Commissioners
Dated: _____, 2023

APPROVED AS TO FORM:


Prosecuting Attorney's Office

2023-024