

## Agenda Summary Report (ASR)

# Franklin County Board of Commissioners

<b>DATE SUBMITTED: 03/20/2023</b>	<b>PREPARED BY: Margot Wilder</b>
<b>Meeting Date Requested: 03/21/2023</b>	<b>PRESENTED BY: Duane A Davidson</b>
<b>ITEM: (Select One)    <input checked="" type="checkbox"/>    Consent Agenda</b> <div style="text-align: right;"><b>Brought Before the Board</b> <b>Time needed:</b></div>	
<b>SUBJECT:</b> Approve the Employee Agreement with Michael Gonzalez; Rescind Resolution 2023-087 entered on March 16, 2023 due to an error	
<b>FISCAL IMPACT:</b> The fiscal range from March 31, 2023 through December 31, 2024 would be \$352.630.00 including salary, medical benefits and all other associated mandated taxes (e.g., retirement, social security, Medicare, etc.)	
<b>BACKGROUND:</b> It was discovered that Resolution 2023-087 had an error and needs to be rescinded. It is also necessary to establish a resolution approving the employee agreement with Michael Gonzalez, who has been selected as the new Franklin County Administrator. The Employment Agreement outlines the total compensation package for Michael Gonzalez and will be in effect from March 31, 2023 to December 31, 2024.	
<b>COORDINATION:</b> Interim County Administrator Duane Davidson, Clerk of the Board Karin Milham and HR Generalist II Margot Wilder, Civil Attorney Jennifer Johnson	
<b>RECOMMENDATION:</b> It is recommended that this resolution be adopted, thereby approving the Employment Agreement with Michael Gonzalez as the newly appointed Franklin County Administrator and rescinding Resolution 2023-087	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)  ASR – Resolution – Employment Agreement	
<b>HANDLING / ROUTING:</b> (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: Interim County Administrator Duane Davidson, HR Director Same Hughes, Director of Finance Tim Anderson	

*I certify the above information is accurate and complete.*

Name: Duane A. Davidson

Title: Interim County Administrator

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

***ESTABLISHING NEW TOTAL COMPENSATION PACKAGE FOR  
FRANKLIN COUNTY ADMINISTRATOR MICHAEL GONZALEZ***

**WHEREAS**, the Board of Franklin County Commissioners recognizes the County Administrator as a unique position within the County; and

**WHEREAS**, Michael Gonzalez has been appointed to be the new Franklin County Administrator; and

**WHEREAS**, the County Administrator position requires a distinctive total compensation package in order to attract and retain individuals with the level of skill and experience to best serve the County.; and

**WHEREAS**, Resolution 2023-087 was passed on March 16, 2023 but contained an inadvertent clause that should not have been included; and

**WHEREAS**, It is necessary to rescind Resolution 2023-087 due to that error; and

**NOW, THEREFORE IT IS HEREBY RESOLVED** the Franklin County Board of Commissioners hereby rescind Resolution 2023-087 and;

**BE IT FURTHER RESOLVED**, the Franklin County Board of Commissioners approve the Employment Agreement between Franklin County and Michael Gonzalez outlining the total compensation package for the position of County Administrator.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

## EMPLOYMENT AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED 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 Michael Gonzalez (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 County Administrator 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 by 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 Friday, March 31, 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 affects the employment of the employee.
- 3. COMPENSATION AND BENEFITS.**

Employee will receive standard compensation and benefits associated with the position of County Administrator:

- A. Base salary of \$150,000 annually with increases of \$2500 every six months not to exceed \$155,000 provided satisfactory performance is established.
- B. PTO starting at 20 hours accrual each month per Franklin County policy.
- C. County paid membership to the WA city/county managers association and the ICMA and paid attendance to the WCMA conferences and the national ICMA conference as budgeted funds allow.
- D. Use of a County vehicle for official county business and in accordance with Franklin County policies. Employee is also entitled use of a Franklin County P-Card
- E. Employee is entitled use of a Franklin County cell phone.
- F. Health insurance/VEBA will be provided.

- G. Employer agrees to pay for community outreach organizations including: Membership dues for the Pasco Kiwanis Club and Pasco Rotary Club.
- H. Employer also agrees to pay for the following: Pasco Chamber Luncheon, Tri-Cities Hispanic Chamber Luncheon, Tri-City Regional Chamber and any other Tri-Cities oriented luncheon or outreach event with an Economic Development focus for our region.
- I. Employer agrees to budget and pay for professional dues, including but not limited to ICMA, WEDA, IEDC and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

**4. DUTIES AND PERFORMANCE.** The Employee acknowledges and agrees that he is being offered a position of employment by the County with the understanding that the Employee possesses a unique set of skills, and ability which will benefit the County and he agrees that his continued employment with the County, whether during the term of his Employment Agreement or thereafter, is contingent upon his successful performance of his duties in the position of County Administrator or in such other position to which he may be assigned. Goals will be established each month. The employee agrees to set goals at the beginning of each month with the help of the Consultant and to have a review of them at the last board meeting each month in executive session for 90 days (3 month period). Performance evaluations will be conducted after 6 months of initial employment and annually or every six months thereafter, to be determined. Annual performance evaluations may include a compensation review based on performance. The duties of the County Administrator are:

- A. Have general supervision over the day-to-day administrative affairs of the County,
- B. Attend all regular meetings of the County Commission;
- C. Ensure all ordinances and resolutions are faithfully executed, subject to the authority of the County Elected Officials to manage employees;
- D. Recommend to the Commission any measures which the Administrator deems necessary and expedient;
- E. Submit a recommended, balanced preliminary annual county budget to the Board together with justification for all recommendations. This shall include review of and recommendations on all items in the proposed budget, including revenue, expenditures and reserves.
- F. Provide for effective budget administration of all budgeted funds and make recommendations to the Board regarding adjustments, transfers and additional personnel.
- G. Develop and maintain professional relationships with all County Elected Officials to support accomplishment of County goals and objectives.
- H. Assist the Board in developing and implementing County goals and strategic policy objectives. Ensures staff support of the same.
- I. Provide professional staff support to the Board, which includes preparing reports and

recommendations on County matters.

- J. Develop and maintain strong, cooperative working relationships with department heads and staff in support of Board-approved County objectives.
- K. In coordination with Human Resources, perform annual performance reviews for non-elected department heads who report to the Administrator and take appropriate action to address all levels of employee performance.
- L. Participate in labor negotiations as requested by Human Resources.
- M. Provide comprehensive management and oversight of facilities upgrade projects.
- N. Capital Facilities Plan and 5 Year Strategic Plan.
- O. Other duties as assigned by the Board of County Commissioners by ordinance, resolution or motion.

**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.

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 his 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.

1. Terminate by County without Cause, The County may terminate Employee's employment within six months, for any cause or no cause. If the County terminates Employee's employment, after six months WITHOUT CAUSE, the County will pay, as severance, six months' salary and medical/dental/vision payout.

**6. AMENDMENTS AND TERMINATION OF AGREEMENT**

This Agreement may not be amended 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.

## 7. NOTICES

Any notices required under this contract shall be in writing and provided to the following:

EMPLOYEE:

Michael Gonzalez

FRANKLIN COUNTY:

Commissioners  
1016 N 4<sup>th</sup> Ave, A101  
Pasco, WA 99301

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.

## 8. INDEMNIFICATION

The parties agree that Employee shall be considered an “employee” for the purposes of indemnification within the meaning of FCC 2.04.020. All the rights and duties of such employees under FCC 2.04 shall apply between the County and Employee.

EMPLOYEE:

\_\_\_\_\_  
Michael Gonzalez


Dated: \_\_\_\_\_

FRANKLIN COUNTY:

\_\_\_\_\_  
Chair, Board of County Commissioners

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeffrey L. Briggs

PROSECUTING ATTORNEY'S OFFICE