

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 03/17/2023	PREPARED BY: Jennifer Medelez
Meeting Date Requested: 03/28/2023	PRESENTED BY: Duane A. Davidson
ITEM: (Select One) x Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Employment Agreement with Derrick Braaten	
FISCAL IMPACT: \$0 No impact anticipated, no funds disbursed unless separation	
BACKGROUND: The Current Planning Director's employment agreement is outdated therefore, needs to be up dated to bring uniformity to all directors reporting to the County Administrator. Today we are requesting approval of the Employment Agreement, and authorizing the Chair to sign the Employment Agreement.	
RECOMMENDATION: Parties below recommend approval of the Agreement as presented.	
COORDINATION: Interim County Administrator, Duane A. Davidson, Chief Deputy Prosecuting Attorney Jennifer Johnson approved the Agreement as to form.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Employment Agreement – 1 originals	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Karin Milham- Clerk to the Board Originals – Sam Hughes HR Director; PDF – Tim Anderson, Finance Director	

I certify the above information is accurate and complete.

I certify the above information is accurate.

Steve Duvall

Duane A. Davidson, Interim County Administrator

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON

ESTABLISHING AN EMPLOYMENT AGREEMENT FOR
FRANKLIN COUNTY PLANNING AND BUILDING DIRECTOR DERRICK BRAATEN

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

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

WHEREAS, the Board of Franklin County Commissioners deems entering into an Employment Agreement with the Planning Director Derrick Braaten 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 Planning 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 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 Derrick Braaten (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 Planning 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 April 1, 2023 and end on March 31, 2025 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 Planning Director, and as of the commencement of this agreement is currently a Grade 21, step 7 on the NB80 salary matrix.
- 4. DUTIES AND PERFORMANCE.** The Employee acknowledges and agrees that he has been 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 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 Information Services Director or in such other position to which he 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 his 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 his best efforts to train and support his 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 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.


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:


Derrick Braaten
Dated: 3/17/2023, 2023

Chair, Board of County Commissioners
Dated: _____, 2023

APPROVED AS TO FORM:


Prosecuting Attorney's Office