

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- 047**

**RESOLUTION APPROVING CONTRACT FOR EMPLOYMENT FOR  
DIRECTOR OF COUNSELING SERVICES-SHANNON HOLIFIELD**

**WHEREAS**, Pend Oreille County and Shannon Holifield are parties to the attached Contract for Employment for the Director of Counseling Services position, and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

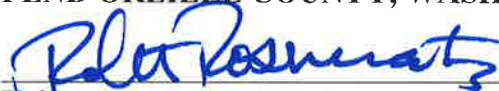
**WHEREAS**, the Board believes that the best interest of the public will be served by entering into said agreement with Shannon Holifield for the position of Director of Counseling Services.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the Contract for Employment, which is attached hereto and incorporated herein, be established and adopted.

**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the Contract for Employment is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

**ADOPTED** this 18 day of March, 2024.

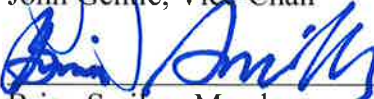
**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:



Crystal Zieske, Clerk of the Board

## **Contract of Employment for Director of Counseling Services**

Contract of Employment between Pend Oreille County, Washington,  
c/o Board of County Commissioners,  
625 W. 4<sup>th</sup> Street/P.O. Box 5025, Newport, Washington 99156  
(hereinafter referred to as the "County");  
And Shannon Holifield (hereinafter referred to variously as "Mrs. Holifield" and as the  
"Employee")

Therefore, the parties hereto contract as follows:

### **SECTION 1. EMPLOYMENT**

The County employs Mrs. Holifield as Director of Counseling Services to perform such duties as are currently prescribed or may be prescribed by the Pend Oreille County Board of County Commissioners (hereinafter referred to variously as the "Commissioners" and as the "Board"). Such employment is at-will and may be terminated at any time, with or without cause. The current Description of Duties (Job Description), prescribed by the Board of the said position comprises Exhibit A and is incorporated by reference herein, and shall continue in full force unless and until modified by the Board in its sole discretion.

### **SECTION 2. TERM**

This Agreement shall be effective from **Monday, June 10, 2024**, and shall continue providing said services until otherwise terminated. It may be terminated in accordance with the provisions hereof at any time, with or without cause.

### **SECTION 3. DUTIES OF EMPLOYEE**

The Employee:

- a. Promises to diligently perform all duties assigned and will devote substantially all of the Employee's efforts to those duties on a full-time basis and to the best of the Employee's skill and ability.
- b. Shall not engage in any other employment (either paid or unpaid) which, in the sole opinion of the Commissioners, may interfere with their employment with the County.
- c. Shall faithfully adhere to the Code of Ethics for municipal officers RCW 42.23. The employee also shall comply with the provisions of the Code of Ethics in Public Service, RCW 42.52, construed such that each reference to "state officer" shall include and encompass an officer of a municipal corporation.
- d. Shall comply with the Pend Oreille County harassment policy and complaint procedures and immediately report to the Human Resources Department any and all harassment, violations of the policy, and complaints under the policy. Additionally, the Employee shall immediately disclose to the Board's Chair any romantic or intimate relationship between Employee and any subordinate employee.

- e. Shall not disclose, during or subsequent to employment with the County, any information that is generally not available to the public concerning the business or affairs of the County which the Employee may have acquired in the course of, or incidental to, their employment with the County. The prohibitions of this section shall not apply to any information that is required by law to be divulged.
- f. Shall leave in place or return immediately upon termination of employment with the County, all property of the County which was provided to or generated by the Employee in the course of, or in connection with, their employment with the County. Employee shall not copy or appropriate any intangible property of the County for their own purposes or for the purposes of a third party.
- g. All references herein to a State statute or to a Pend Oreille County policy, or ordinance provision shall be construed to include any future statute, policy, or ordinance provision which amends, supplements, replaces, or supplants such statute, policy or ordinance provision.

#### **SECTION 4.           COMPENSATION**

- a. The County shall pay the Employee, as compensation for services rendered, a base annual salary of \$105,000 and payable in the manner as is customary with other County employees. Procedures for base salary adjustment shall be exclusively as defined in section 5.
- b. Because Employee is engaged in a professional capacity and compensated on a predetermined salary basis, the position is exempt from the provisions of the Fair Labor Standards Act and the Washington Minimum Wage Act and shall not entitled to overtime pay. The County will provide benefits subject to the terms and conditions of the various county benefit plans for which the Employee is eligible in the position which are not in conflict with this Agreement and as those benefit plans may be amended from time to time. The County reserves the right to amend or eliminate any benefit plan. Excluding longevity.
- c. Employee is expected to perform the duties in a manner comprising a minimum of forty (40) hours per week. It is recognized that Employee potentially could devote time outside the normal office hours and to that end, Employee may be allowed to take complementary time off, when approved by the Commissioners. Notification to the Commissioners also applies with regards to extended leave as outlined in the Pend Oreille County Personnel Policy 140.
- d. Employee shall accrue 2 days of Vacation per month commencing Monday, June 10, 2024, unless otherwise modified in writing.
- e. At such time as Employee separates from employment with Pend Oreille County, all pay-outs or accrued annual leave shall be made in accordance with Pend Oreille County Personnel Policy, as amended from time to time, and all pay-outs for accrued sick leave shall be made in accordance with the County Personnel Policy, as amended from time to time. These provisions shall hereinafter apply to all references to "benefits," "annual leave," or "sick pay" in this Agreement.

**SECTION 5. SALARY ADJUSTMENTS AND ANNUAL PERFORMANCE EVALUATIONS**

- a. The Board agrees to adjust the base salary and/or benefits of Employee compatible with the Employee's performance and as a negotiated process associated with the annual Employee evaluation. Annual evaluations shall be conducted in advance of the next county fiscal year budget preparation.
- b. Said review and evaluation shall be in accordance with specific criteria developed jointly by Board and Employee. Further, the Board shall provide the Employee with a written summary of their findings and provide adequate opportunity for the Employee to discuss the evaluation with the Board.
- c. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the county department and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing. In effecting the provisions of this section, the Board and Employee mutually agree to abide by the provisions of all applicable law.

**SECTION 6. PROFESSIONAL DEVELOPMENT**

- a. The County may pay Employee's reasonable, pre-approved professional dues and subscriptions necessary for the Employee's continuing education, growth, and advancement for the benefit of the County.
- b. The County may pay reasonable, pre-approved travel and subsistence expenses of the Employee for continuing education courses necessary for the Employee's professional development for the benefit of the County.
- c. Reimbursement for expenses incurred in the performance of Employee's job duties will be made pursuant to the relevant sections of the County Personnel Policy and the County Travel Policy.

**SECTION 7. TERMINATION OF EMPLOYMENT**

The County may terminate this Agreement at any time, with or without Cause.

- a. Employee serves at the will and pleasure of the County, acting by and through the Pend Oreille County Board of County Commissioners. Termination of employment shall be upon the affirmative vote of a majority of the Board.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to a forty-five (45) day notice in writing, the provisions of this Agreement and any applicable State law.
- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign the position with County at any time, subject to a forty-five (45) day notice in writing, the provisions of this Agreement and any applicable State law. If the Employee resigns without giving forty-five (45) days' advance written notice to the County Commissioners, the resignation will be effective immediately. The County shall be

responsible for paying separation benefits as required by the Pend Oreille County policies and procedures, as well as those required by State and Federal Law.

- d. The Commissioners, in its discretion and without notice, terminate the Employee for Cause, effective immediately. For purposes of this Agreement, "Cause" shall include: dishonesty; fraud; theft; intentional destruction of County property; physical attack upon a fellow employee; intentionally being under the influence of alcohol and/or illegal or recreational drugs while at work or performing the duties of the Employee's employment; willful malfeasance, misfeasance, or gross negligence in the performance of the Employee's duties; violation of any provision of the Municipal Code of Ethics codified at RCW 42.23, as amended; violation of any provision of the Code of Ethics of Public Service codified at RCW 42.52, as amended (with every reference to the "State" being deemed a reference to Pend Oreille County); Mental or physical unfitness which renders the employee incapable of satisfactorily performing essential job functions; violation of the harassment policy of the County; violation of the policies of the County applicable to electronic communications; breach of any provision of this Agreement; conviction of a felony or for a crime of moral turpitude; or conduct of the Employee outside of work that brings public discredit upon Pend Oreille County.
- e. All notices required or anticipated by this Agreement may be hand delivered, in the case of the County, to the Chair from time to time of its Board of County Commissioners; or they may be mailed to the Chair of the Board at the address shown on the first page of this Agreement. All notices required or anticipated by this Agreement may be hand delivered, in the case of the Employee to the address provided in their personnel file.
- f. Either party may, at any time, provide the other party with a new address, in writing, for service of notice by mail.

#### **SECTION 8. SEVERANCE PAY**

- a. If the Board discharges the Employee for Cause as defined in Section 7(d), or the Employee resigns without giving forty-five (45) days' advance written notice, the County shall not provide severance pay; however, the Employee shall be entitled to receive earned pay and accrued annual leave and other such salary and benefits already earned by the Employee.
- b. If the Board discharges the Employee, other than for Cause, the Employee shall receive all earned pay, accrued annual leave and, in addition, shall receive severance pay, equal to five (5) month's salary provided, Employee first signs and returns to the Prosecuting Attorney and does not timely revoke (if applicable) a release, on a form acceptable to the Prosecuting Attorney, releasing Pend Oreille County, its Commissioners, elected officials, employees, attorneys, and other agents, from any and all liability to the fullest extent permitted by law.

#### **SECTION 9. DEATH OR DISABILITY**

If the Employee dies or becomes permanently disabled and unable to perform the work described in Exhibit A, as amended, the employment relationship shall be terminated as of the last day of the month during which death or permanent disability occurs. Upon the death or permanent disability

of the Employee, neither the Employee nor their beneficiaries or estate shall have any further rights against the County, except the right to receive:

- a. The unpaid portion of salary for the month in which employment ends, as well as accrued and unused annual leave;
- b. Reimbursement of any unpaid business expenses; and,
- c. Life insurance, disability insurance, and/or any other post-termination benefits in accordance with the terms and conditions of the applicable benefit plans, if any.

Employee shall be deemed to suffer permanent disability in any instance in which their health or physical condition render them unable to perform any essential functions described in Exhibit A, as amended, whether with or without reasonable accommodation. This definition is not intended to waive the County's duty of accommodation or its duty of due inquiry under federal and state laws pertaining to disabilities.

For purposes of this Section, Employee's essential job functions shall include, but not be limited to, those set out in Exhibit A, as amended from time to time.

#### **SECTION 10. INDEMNIFICATION**

Whenever an action or proceeding for damages is brought against the Employee, allegedly arising from actions or omissions of the Employee while performing or in good faith purporting to perform their official duties, the following provisions shall supplement the provisions of RCW 4.96.041 and Pend Oreille County Resolution 2018-26, which are incorporated herein by this reference:

- a. Within ten (10) days of receipt of notice of the existence of an action or proceeding for damages, the Employee shall submit a written request to the Clerk of the Board asking that the County defend and indemnify the Employee, including their marital community, if applicable.
- b. Upon receipt of such a written request from the Employee, the Board shall, within a reasonable time, make a prima facie determination whether the action or proceeding arose from actions or omissions of the Employee while performing or in good faith purporting to perform their official duties. If the finding is in the affirmative, the necessary expense of defending the Employee and their marital community in the action or proceeding shall be paid by the County. If the answer is in the negative, no defense shall be provided and no expenses paid by the County.
- c. In the event the action or proceeding results in any nonpunitive monetary judgment against the Employee or their marital community, the County shall indemnify the Employee for the monetary judgment provided that the Reservation Rights provisions of Resolution 2018-26 was not enacted award or unless the finder of fact determines that the act(s) or omission(s) giving rise to the action or proceeding did not arise from the good faith performance of an official duty, or unless a court of competent jurisdiction has ordered otherwise.
- d. Except as specifically directed by the Board, through its legal representative, the Employee may not engage in the following acts with respect to actions or proceedings for damages defended pursuant to this Agreement: (1) negotiate or otherwise effect the settlement of

said action or proceeding; or (2) admit liability on the part of the County, including admissions of personal liability. A violation of this provision shall constitute breach of this Agreement and shall result in the denial of defense and indemnification.

- e. The County shall not be required to defend or indemnify the Employee in criminal proceedings, or in civil proceedings in which the Employee is the plaintiff, or in actions brought against the Employee by the County (other than derivative actions asserted by third parties on behalf of the County), to the extent the Board makes a prima facie finding and/or it is finally adjudicated that the Employee did not act in good faith and in the reasonable belief that the Employee's actions were appropriate in the discharge of the Employee's duties for the County, or to the extent prohibited by law.
- f. This indemnification provision shall survive termination of this Agreement. The Employee agrees to cooperate and participate as necessary to defend an action or proceeding. If the Employee is no longer a County employee at the time of such defense, the County shall compensate the Employee at an hourly rate equal to the adjusted hourly rate of the Employee's final salary while employed by the County, and in addition, will reimburse the Employee for reasonable travel and lodging expenses directly related to the Employee's participation in said defense.
- g. Nothing contained herein shall be construed to limit the County's discretion per RCW 4.96.041(4) to pay or not to pay any award of punitive damages.

#### **SECTION 11. PUBLIC RECORDS ACT**

Employee shall at all times (both during and subsequent to the term of this Agreement) render all possible assistance to the County in fulfilling the County's obligations to third parties pursuant to Washington's Public Records Act, including any necessary travel and/or testimony. If County requests such assistance subsequent to the termination of this Agreement, then County shall compensate Employee for all hours spent in rendering such cooperation at Employee's hourly rate of take-home pay effective on the date prior to the termination of County employment (less benefits). All such remuneration shall constitute taxable income of Employee. County also shall reimburse all expenses necessarily incurred by Employee in rendering such assistance.

#### **SECTION 12. AMENDMENT; AUTHORITY TO AMEND OR TO GIVE NOTICE**

The terms of this Agreement may not be altered, amended, or otherwise modified except by the express, written consent of the parties. Employee acknowledges that only a majority of the members from time to time of the Board of County Commissioners have the authority to give any notice required or anticipated by the Agreement, or to amend or to waive any provision hereof. Accordingly, Employee stipulates that she shall at no time assert that any other officer or employee of the County (including any one member of its Board of County Commissioners) has apparent or ostensible authority to amend, modify, or waive any provision of this Agreement, or to give any notice required or anticipated by this Agreement.

#### **SECTION 13. SEVERABILITY**

If any section or other provision of this Agreement is held to be invalid or unenforceable, the remaining sections or provisions shall remain in full force and effect.

**SECTION 14.            ASSIGNMENT OR DELEGATION**

The Employee may not assign any right under this Agreement, nor may she delegate any benefit, or interest arising pursuant to this Agreement, without the express, written consent of the County Commissioners; any purported assignment without such consent will be void and in no event will the County honor such an assignment.

**SECTION 15.            BINDING EFFECT**

This Agreement is for the benefit of, and shall remain binding upon, the respective legal representatives and successors of the parties.

**SECTION 16.            HEADINGS**

The section headings in this Agreement are for reference only and shall not by themselves determine the construction or interpretation of the Agreement

**SECTION 17.            APPLICABLE LAWS**

Both the County and the Employee agree to abide by all applicable federal, state, and local laws. This Agreement shall be governed by the laws of state of Washington excluding Washington's choice of law rules.

**SECTION 18.            WAIVER AND CONSENT**

No waiver or consent, express or implied, by either party, to any breach or default by the other party of any or all of its obligations under this Agreement, will be valid unless it is in writing and stated to be a "waiver" or "consent."

**SECTION 19.            VENUE**

Venue for any legal action or legal proceeding arising under or in any way relating to this Agreement shall lie exclusively in the Superior Court of Washington for Pend Oreille County, at Newport; or in the United States District Court for the Eastern District of Washington, at Spokane.

**SECTION 20.            ENTIRE AGREEMENT**

This Agreement, including attached Exhibits referenced herein, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. Where this Agreement does not address personnel policies and procedures adopted in the Pend Oreille County Personal Policy Handbook, the Personnel Policy Handbook shall be determinative in any dispute. Where this Agreement addresses matters not contained in the Personnel Policy Handbook, or where it may specifically contradict the Personnel Policy, it is the express intent of the County and Employee that this Agreement shall be determinative.



**SECTION 21. AGREEMENT READ AND UNDERSTOOD BY EMPLOYEE**

Employee acknowledges that she has read and understood each and every section and provision of this Agreement. Employee further acknowledges that she has had ample opportunity to consult with an attorney of their own choosing before signing this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the 18 day of March, 2024.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

  
Robert Rosencrantz, Chair

  
John Gentle, Vice Chair

  
Brian Smiley, Member

**EMPLOYEE**

  
Shannon Holifield

ATTEST:

  
Crystal Zieske, Clerk of the Board