



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

April 22, 2014

FCD Resolution

Proposed No. FCD2014-03.2

Sponsors

1 A RESOLUTION relating to the organization of the King
2 County Flood Control Zone District, and authorizing the
3 chair to enter into an employment agreement for the
4 Executive Director position.

5 WHEREAS, the King County Flood Control Zone District board has determined
6 that the King County Flood Control Zone District requires staff support from an
7 employee; and

8 WHEREAS, the King County Flood Control Zone District advertised for
9 Executive Director services in 2013 and 2014; and

10 WHEREAS, the King County Flood Control Zone District evaluated applicants
11 and interviewed finalists; now, therefore

12 BE IT RESOLVED BY THE BOARD OF THE KING COUNTY FLOOD
13 CONTROL ZONE DISTRICT:

14 The chair of the King County Flood Control Zone District is authorized to enter
15 into an employment agreement substantially in the form attached, Attachment A to this
16 resolution,

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18 between the District and Mark Hoppen.

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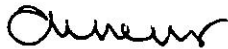
FCD Resolution was introduced on and passed as amended by the King County Flood Control District on 4/21/2014, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Ms. Hague

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON


for Reagan Dunn, Chair

ATTEST:



Anne Noris, Clerk of the District

Attachments: A. Employment Agreement for King County Flood Control Zone District Executive Director, dated 4-21-14

Employment Agreement for King County Flood Control Zone District Executive Director

This **Employment Agreement** ("Agreement") is made and entered into between KING COUNTY FLOOD CONTROL ZONE DISTRICT, King County, Washington ("District") and Mark Hoppen ("Executive Director") to describe the terms and conditions of the Executive Director's employment by the District.

1. Effective Date and Term

This Agreement shall be effective on May 1, 2014 and shall continue in effect for one year, absent prior termination in accordance with the terms of this Agreement.

2. Responsibilities and Duties

The Executive Director shall serve as the District's chief administrative employee and shall be in charge of the District's daily management and operations. The Executive Director shall perform such legally permissible and proper duties and responsibilities as are provided for by federal, state and local laws and by District resolutions. The Executive Director shall report to the Board of Supervisors and shall carry out and perform directives and requests of the Board and the Executive Committee that are consistent with the duties, powers and responsibilities of the position.

3. Employment Status and Compensation

The Executive Director shall be an "at will" full-time employee of the District and shall be an exempt employee under the Fair Labor Standards Act, receiving no monetary compensation for overtime. The District shall pay the Executive Director on a bi-weekly basis, based on an annualized salary of \$130,000, in accordance with payment procedures determined by the Board of Supervisors or Executive Committee.

4. Probationary Period and Performance Review

- a. The Executive Director shall be subject to a probationary period of 90 days from the effective date of this agreement. An initial performance evaluation shall be conducted before the end of the probationary period, at which time the Executive Committee may terminate this contract.
- b. The Executive Committee shall evaluate the Executive Director's performance between October 1 and December 31, 2014, and annually thereafter during the same time period. The review and evaluation shall be in accordance with criteria developed in advance jointly by the Executive Committee and the Executive Director. If the Executive Committee issues a written performance evaluation, it shall provide adequate opportunity for the Executive Director to review and respond to a draft of the evaluation before it is issued in final form."

5. Benefits

The District shall provide and pay to the Executive Director during his term of employment the following benefits:

- a. **Vacation.** The Executive Director shall be entitled annually to 15 days of paid vacation, which would not be available until after completion of any required probationary period,. This annual amount shall increase incrementally five days for each four years of service, up to a maximum of 30 days per year and accruable up to 60 days per year.
- b. **Sick Leave.** The Executive Director shall be entitled one day of sick leave per month, with no maximum accrual amount.

c. Holidays. The Executive Director shall have the holidays stated in the definition of "legal holidays" in RCW 1.16.050, as well as, the Friday after Thanksgiving.

d. Retirement. The District shall enroll the Executive Director into the Public Employee Retirement System of Washington and shall make all required contributions on the Executive Director's behalf.

e. Medical insurance. The District shall reimburse the Executive Director for premiums as determined by the Chair and Vice Chair of the District Board of Supervisors for medical and dental insurance coverage.

6. Reimbursable Expenses

The District shall reimburse the Executive Director for reasonable and necessary expenses incurred in the course of District business, as allowed by District policies and procedures or as specifically authorized by the Executive Committee. The District shall reimburse the Executive Director for use of his personal vehicle to conduct District business at the standard Internal Revenue Service mileage rate.

7. Hours of Work--Working Facilities

Because the Executive Director will devote a substantial amount of time outside normal office hours to conduct the business of the District, the Executive Director shall be allowed to establish an appropriate work schedule; provided, that the Executive Committee shall establish the minimum hours per week to be spent by the Executive Director in the District office. The Executive Director is expected to work at least 40 hours per week.

The District shall provide an office for the Executive Director, in the King County Courthouse, Administration Building, Chinook Building or King Street Center, as determined by the Board of Supervisors or the Executive Committee. The District also shall provide normal and usual office equipment, including but not limited to desk, computer and telephone and access to photocopy and facsimile machines.

8. Professional Development

As approved and authorized in advance by the Board of Supervisors or the Executive Committee, and consistent with District travel policies and procedures, the District shall pay for the Executive Director's participation in and attendance at seminars and courses in subject areas of relevance to District business and the Executive Director's responsibilities and duties.

9. Termination of Employment

The Board of Supervisors may terminate the Executive Director and this Agreement for one or more of the following reasons:

- a. Executive Director's death.
- b. Majority vote of the Board of Supervisors.
- c. Mutual agreement of the parties in writing.
- d. "For Cause." The term "for cause" shall mean:
 - i. Conviction of, plea of guilty to, or no contest of (1) a felony, or (2) a misdemeanor involving fraud, embezzlement, theft, dishonesty or criminal conduct against the District;

- ii. Failure to perform or observe any substantial lawful obligation of employment that is not remedied within fifteen (15) days after written notice from a majority of the Board of Supervisors;
- iii. Repeated neglect of duties and responsibilities under this Agreement;
- iv. Failure to perform duties and responsibilities in a professional and responsible manner consistent with generally accepted standards of the profession; or
- v. Material breach of this Agreement.

The Executive Director may resign voluntarily following at least 60 days prior written notice. In the event of the Executive Director's resignation, the District, acting through either the Board of Supervisors or the Executive Committee, reserves the right, in its discretion, to earlier terminate the Executive Director's employment and to pay the Executive Director his regular base salary through the effective resignation date, in lieu of his working the entire notice period.

10. Other Employment or Work

The Executive Director shall remain in the exclusive employ of the District. The Executive Director may perform consulting services that are consistent with District ethics rules and that, in the opinion of the Executive Committee, will not interfere with the proper performance of the Executive Director's duties and responsibilities.

11. Addresses for Notices and Deliverable Materials

All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses, or such other addresses as either party may, from time to time, designate in writing:

King County Flood Control Zone District
Attention: Board of Supervisors
1200 King County Courthouse
516 Third Avenue
Seattle, Washington 98166

Executive Director
Mark E. Hoppen
8133 Shirley Avenue
Gig Harbor, WA 98332

12. Entire Agreement; Amendment

This Executive Director constitutes the entire agreement between the parties, and shall supersede, modify, and/or rescind all prior written or oral understandings and agreements between the parties. This Agreement may be amended only by written agreement signed by the parties.