



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 5, 2012**

**FD Resolution**

**Proposed No. FD2012-03.2**

**Sponsors**

1                   A RESOLUTION relating to the organization of the King  
2                   County Ferry District, and authorizing the chair to enter  
3                   into an employment agreement for the District  
4                   Administrator position.

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

7                   WHEREAS, the King County Ferry District advertised for District Administrator  
8                   services in 2011 and in January 2012; and

9                   WHEREAS, the King County Ferry District evaluated applicants and interviewed  
10                  finalists; now, therefore

11                  BE IT RESOLVED BY THE BOARD OF THE KING COUNTY FERRY  
12                  DISTRICT:

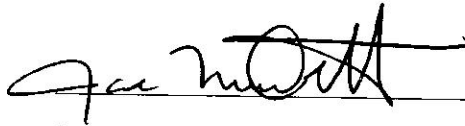
13                  The chair of the King County Ferry District is authorized to enter into an

14 employment agreement substantially in the form attached, Attachment A to this  
15 resolution, between the District and D. Christine Nelson.  
16

FD Resolution was introduced on and passed by the King County Ferry District on 3/5/2012, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Lambert, Mr. Ferguson and Mr. McDermott  
No: 0  
Excused: 2 - Ms. Patterson and Mr. Dunn

KING COUNTY FERRY DISTRICT  
KING COUNTY, WASHINGTON



Joe McDermott, Chair

ATTEST:



Anne Noris, Clerk of the District

**Attachments:** A. Employment Agreement for King County Ferry District Administrator 3-5-12.doc

## Employment Agreement for King County Ferry District Administrator

This Employment Agreement ("Agreement") is made and entered into between KING COUNTY FERRY DISTRICT, King County, Washington ("District") and D. Christine Nelson ("Administrator") to describe the terms and conditions of the Administrator's employment by the District.

### 1. Effective Date and Term

This Agreement shall be effective on March 5, 2012 and shall continue in effect absent prior termination in accordance with the terms of this Agreement.

### 2. Responsibilities and Duties

The Administrator shall serve as the District's chief administrative employee and shall be in charge of the District's daily management and operations, and serves as the District's representative in effectuating the consolidation. The Administrator 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 Administrator 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. The parties are aware that the Legislature may pass legislation that authorizes the King County Council to assume that District and consolidate it into King County government. The Administrator understands and agrees that any assumption and consolidation may affect the duties and responsibilities of the Administrator.

### 3. Employment Status and Compensation

The Administrator 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 Administrator on a bi-weekly basis, based on an annualized salary of \$\_\_\_\_\_ in accordance with payment procedures determined by the Board of Supervisors or Executive Committee.

### 4. Performance Review

The Executive Committee shall evaluate the Administrator's performance following 90 days after employment and annually thereafter. The review and evaluation shall be in accordance with criteria developed in advance jointly by the Executive Committee and the Administrator. If the Executive Committee issues a written performance evaluation, it shall provide adequate opportunity for the Administrator 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 Administrator during his term of employment the following benefits:

a. Paid Days Off. The Administrator shall be entitled to 14 days of paid time off for vacation or sick leave on the commencement date of the Administrator's employment. The Administrator may carry over to any subsequent employment agreement with the District no more than 5 days of paid leave.

b. Holidays. The Administrator shall have the holidays stated in the definition of "legal holidays" in RCW 1.16.050.

c. **Retirement.** The District shall enroll the Administrator into the Public Employee Retirement System of Washington and shall make all required contributions on the Administrator's behalf.

d. **Medical insurance.** The District shall reimburse the Administrator for up to \$600.00 per month of premiums for medical and dental insurance coverage.

#### **6. Reimbursable Expenses**

The District shall reimburse the Administrator 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 Administrator 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 Administrator will devote a substantial amount of time outside normal office hours to conduct the business of the District, the Administrator 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 Administrator in the District office. The Administrator is expected to work at least 40 hours per week.

The District shall provide for the Administrator an office in the King County Courthouse, together with use of 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 Administrator's participation in and attendance at seminars and courses in subject areas of relevance to District business and the Administrator's responsibilities and duties.

#### **9. Termination of Employment**

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

- a. Administrator'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 Administrator may resign voluntarily following at least 60 days prior written notice. In the event of the Administrator's resignation, the District reserves the right, in its discretion, to earlier terminate the Administrator's employment and to pay the Administrator his regular base salary through the effective resignation date, in lieu of his working the entire notice period.

**10. Other Employment or Work**

The Administrator shall remain in the exclusive employ of the District. The Administrator 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 Administrator'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:

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

**Administrator**

or such other addresses as either party may, from time to time, designate in writing.

**12. Entire Agreement; Amendment**

This Agreement 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.