

OKANOGAN COUNTY COMMISSIONERS'

RESOLUTION 89 - 2023

*A resolution amending resolution 22-2022 that created a District Court grant funded:
Therapeutic Court Coordinator" position*

WHEREAS, Resolution 22-2022 created the District Court Therapeutic Court Coordinator position and was classified as a Grade 28 in the Non-Bargaining pay scale; and,

WHEREAS, this Therapeutic Court Coordinator position is currently funded by the Washington State Administration of the Courts (AOC) grant that has been renewed with a new expiration date of June 30, 2024 and provides the full amount of money needed for the position; and

WHEREAS, the funding for this position requires a set salary with no increases during the contract year and employees in the Non-Bargaining pay scale are eligible for step and COLA increases; and


WHEREAS, The Therapeutic Court Coordinator is a professional level position that independently provides assistance in engaging those individuals with community based therapeutic interventions. The person in this position is responsible for documenting the progress of the therapeutic court program and attendance of participants at any/all therapeutic court sessions in addition to the other tasks; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Okanogan County Commissioners that resolution 22-2022 is hereby amended 1) to remove the position of Therapeutic Court Coordinator from the non-bargaining pay scale and 2) to change the position to a contracted position (attachment A) at a rate not to exceed \$5213 per month; and

BE IT FURTHER RESOLVED that this position shall be fully funded from the Washington State Administration of the Courts (AOC) grant proceeds and is authorized as long as the grant funding is available. Should the grant funding for this position be withdrawn, the position will not be funded from the general fund and will terminate.

Dated at Okanogan, Washington this 18th day of July 2023.

ATTEST:


The seal is circular with a dotted border. Inside the border, the words "OKANOGAN COUNTY COMMISSIONERS" are written in a circle. In the center of the seal, the word "SEAL" is written in large, bold, capital letters. Below the seal, the name "Laleña Johns" is written in a cursive script, followed by the text "CMC, Clerk of the Board" in a standard font.

Laleña Johns, CMC, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

A cursive signature in blue ink, appearing to read "Chris Branch".
Chris Branch, Chairman

A cursive signature in blue ink, appearing to read "Andy Hover".
Andy Hover, Member

A cursive signature in blue ink, appearing to read "Jon Neal".
Jon Neal, Member

EMPLOYMENT AGREEMENT BETWEEN Okanogan County and Lisa Staggs

THIS EMPLOYMENT AGREEMENT is made between **OKANOGAN COUNTY**, a Washington Municipal Corporation ("the County") and, **Lisa Staggs** ("the EMPLOYEE"),

RECITALS

- A. The Washington State Administration of the Courts (AOC) has allocated grant funding through June 30, 2023 and the Sales Tax Oversight Committee (STOC) has recommended allocating funds from the Sales and Use Tax for Therapeutic Courts to the Okanogan County District Court for funding a community based Therapeutic Court Coordinator through December 31, 2023.
- B. The County has adopted a policy and determined that the County should employ professional employees pursuant to the terms of written employment agreements or contracts.
- C. The County desires to continue to employ **Lisa Staggs** as a **Therapeutic Court Coordinator**, and in such other capacities as the County and the Employee may agree to serve.
- D. The County and the Employee desire to establish and delineate the terms and conditions of employment and, to that end, the County and the Employee desire to enter into this Agreement.

NOW THEREFORE the County and the Employee agree as follows:

Section 1. **EMPLOYMENT**

The County hereby employs **Lisa Staggs** as the **Therapeutic Court Coordinator** to perform such duties as are currently prescribed or may be prescribed by the Board of Okanogan County Commissioners in the Board's sole discretion consistent with the laws of the State of Washington. A general description of the scope of work is attached as the Position Description at Attachment A, which is incorporated herein.

Section 2. **TERM**

This agreement shall commence upon signing and shall continue as long as grant funding is available. Employment is contingent upon availability of grant funding through the AOC and Sales and Use Tax funding and agreement may be terminated if funding becomes unavailable. Funding for the position shall be reviewed each year during the annual budget process.

Section 3. **DUTIES OF EMPLOYEE**

Employee will:

- A. Devote the time, skill, labor and attention to employment during the term of this employment as may be necessary to accomplish the work, the duties of which are described in Attachment A. The employee agrees to maintain the pertinent licenses, permits and/or accreditation required by law to perform in this function. This position is considered to be full time.
- B. Abide by the provisions outlined in the Okanogan County Personnel Policy Manual as it hereby exists or may be amended.

- C. Disclose prior to entering into this agreement, or at such time as the Employee becomes aware of such circumstance, any known contracts or financial arrangements that the Employee would reasonably expect would be affected by actions by the County.
- D. Not disclose, during employment or at any time thereafter, to any person, firm, or corporation any non-public information concerning the business or affairs of the County which he or she may have acquired in the course of, or as an incident to, his or her employment to the financial detriment or reasonable expectation of financial detriment to the County.
- E. To leave in place or to return immediately upon termination of employment with the County, all property of the County, including but not limited to keys, phones, pagers, automobiles, computer hardware and software, medical records, notes, treatment plans, manuals, procedures, and any and all other documents of any kind which were provided to or generated by him or her in the course of, or in connection with, his or her employment by the County.
- F. To comply with direction of the District Court Judge regarding work, records and treatment protocols, to assure appropriate and safe treatment is provided for individuals participating in the program.

Section 4. **COMPENSATION**

- A. The County will pay the employee as compensation for services at the wage at the rate of ~~\$6213.00~~ \$5213.00 per month. Employee agrees to work a minimum of 40 hours per week on a schedule determined by Employee and the District Court Judge. Said wage rate will become part of the County's established pay plan.
- B. Because the position is grant and Sales and Use Tax funded, it will not be subject to an annual cost-of-living increase that may be received by other non-represented/non-bargaining unit employees. However, cost of living adjustments may be negotiated by the employee during the grant renewal process, as applicable.
- C. Within the scope of the Washington State Administration of the Courts (AOC) grant, if the County significantly alters duties and responsibilities of the Employee, the County shall reevaluate the compensation to the Employee.
- D. As the Employee is engaged in a professional capacity and is compensated on a predetermined wage basis, the position is non-exempt and may accrue overtime in accordance with the Fair Labor Standards Act. The standard workweek shall consist of 40 (40) hours per week within a seven day period, unless otherwise arranged by the department head to meet specific departmental needs. All overtime must be approved by the department head or a designated supervisor prior to the commencement of such work.
- E. Compensation for services is inclusive of the negotiated wage. There shall be no additional compensation for longevity.

Section 5. **BENEFITS**

- A. **Medical, Dental, Life, Long Term Disability.** The County will provide the same benefits as provided to other non-represented employees. The Employee understands that the County may, in its sole discretion, add, alter amend, modify, or terminate such benefits at any time without any notice as allowed by law.
- B. **Holidays.** Employee will receive 11 paid holidays and 2 Floating holidays.
- C. **Sick Leave/Bereavement Leave.** Employee will accrue sick leave at a rate equal to a full-time employee (FTE); based on hours worked; for example, an FTE working 40 hours per week earns 8 hours per month for a total of 96 hours annually whereas a part time employee working 20 hours per week would earn 4 hours per month for a total of 48 hours annually. Accrued sick leave shall be carried over to the following year, however only equal to the total amount earned at the FTE rate as noted in the example above. Hours in excess of the maximum hours must be used by December 31 of any give year or they shall be lost.
- D. **Vacation Leave.** Employee will accrue annual (vacation) leave at a rate equal to a full-time employee (FTE); based on hours worked; for example, an FTE working 40 hours per week earns 8 hours per month for a total of 96 hours annually whereas a part time employee working 20 hours per week would earn 4 hours per month for a total of 48 hours annually. Accrued annual leave shall be carried over to the following year, however only equal to the total amount earned at the FTE rate as noted in the example above. Hours in excess of the maximum hours must be used by December 31 of any give year or they shall be lost.
- E. **Retirement Compensation.** Washington Department of Retirement System option of PERS 2 or 3.

Section 6. **TERMINATION**

The agreement can be terminated or modified for any reason that does not unlawfully discriminate or violate public policy, including but not limited to: lack of work, reorganization, or unsatisfactory performance, as determined in the sole discretion of the Board of Okanogan County Commissioners. There is no probationary period, nor attainment of permanent employee status.

Termination is to occur as provided below.

- A. **With Notice:** Except as provided elsewhere herein, this agreement may be terminated with 30 days written notice:
 - 1) By the Board of Okanogan County Commissioners, or
 - 2) By the Employee
- B. **Without Notice.** This Employment Agreement may be terminated without notice for misconduct. For purposes of this agreement, "misconduct" includes dishonesty, fraud,

commission of a felony or of a crime involving moral turpitude, destruction or theft of County property, physical attack resulting in injury to a fellow employee, use of narcotics or alcohol to an extent that such use materially impairs the Employee's performance or his duties, or willful malfeasance or gross negligence in the performance of the Employee's duties.

At the expiration of the term of this contract, the Employee will no longer be an employee of Okanogan County, nor will he have acquired any property rights whatsoever with regard to his continued employment.

Section 7. **APPLICABLE LAWS**

The Employee agrees to abide by all applicable local, state and federal laws. The laws of the State of Washington shall govern this agreement.

Section 9. **INDEMNIFICATION**

The County shall protect, defend and indemnify the Employee and his or her marital community from personal liability for acts or omissions committed by such Employee while within the scope of official county duties. The Okanogan County Prosecuting Attorney or any deputy will provide defense thereof. The County shall pay the necessary expenses of defending the action or proceeding by the prosecuting attorney, or any deputy thereof, and any final money judgment against said Employee or the marital community, subject to the limitations of this paragraph, shall be paid by the County.

Except as specifically directed by the Prosecuting Attorney, the Employee may not engage in any of the following acts with respect to actions or proceedings for damages defended pursuant to this resolution.

- A. Negotiate or otherwise affect the settlement of such an action or proceeding for damages against the County;
- B. Make an admission of liability involving such an action or proceeding for damages against the County; or
- C. Discuss with persons who are not county employee's incidents which could reasonably lead to actions or proceedings for damages against the County, or its officers or employees.
- D. Engage or retain legal counsel at county expense.

This indemnification provision shall survive termination of this contract. The Employee agrees to cooperate and participate as may be necessary to carry out the defense of any action, and if not a current employee to be compensated for all such activities at an hourly rate equal to the Employee's salary, adjusted to an hourly rate and reasonable and necessary expenses for travel.

Section 10. **AMENDMENT**

The terms of this agreement may not be altered, amended, or otherwise modified except by the express written agreement of the parties.

Section 11. **SEVERABILITY**

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

Section 12. **WAIVER**

The waiver or the failure to take action with respect to breach of any term, covenant or condition shall not affect the Employee's duties hereunder or waive any rights concerning any subsequent breach. All remedies afforded in this Contract shall be taken as cumulative, that is, in addition to every other remedy provided therein or by law.

Section 13. **ENTIRE AGREEMENT**

This Employment Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior written agreements and all prior or contemporaneous oral agreements or understandings between the parties.

SIGNED this 18th day of July, 2023 in Okanogan, Washington.

EMPLOYEE

DATE

Lisa Staggs
Lisa M. Staggs

7/19/23

APPROVED on this 18th day of July, 2023.

ATTEST:



BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

Lakena Johns
Lakena Johns
Clerk of the Board

Chris Branch
Chris Branch, Chairman

APPROVED AS TO
FORM ONLY

Andy Hover
Andy Hover, Member

Esther Milner
Esther Milner
Chief Civil Deputy Prosecuting Attorney

Jon Neal
Jon Neal, Member