

**RESOLUTION NO. 2014-21**

**A RESOLUTION APPOINTING BRAD PATTERSON GENERAL MANAGER OF MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AND FIXING HIS SALARY AND TERMS OF EMPLOYMENT.**

**WHEREAS**, the Mason County Public Transportation Benefit Area Authority has the authority pursuant to RCW 36.57A.080 to appoint a general manager for MTA and to fix his compensation; and

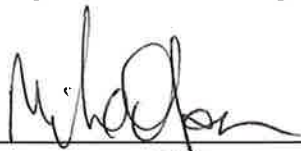
**WHEREAS**, in order to attract and retain a person of superior qualifications for the position of general manager it is deemed necessary and convenient to provide severance compensation to the person appointed to said position in the event the MTA elects to terminate said appointment at will as authorized by law;

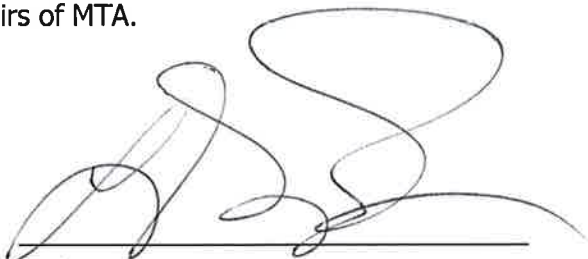
**NOW, THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY AS FOLLOWS:**

1. Brad Patterson is appointed General Manager and Chief Administrative Officer of the MTA effective November 14, 2014 on a full time basis until such further action of the Board.
2. The General Manager shall be compensated and the conditions of employment shall be as set forth in the employment agreement of the same date hereto, a copy of which is attached hereto and incorporated by this reference.
3. The General Manager shall have the following duties:
  - a. Manage MTA in compliance with the laws of the State of Washington and policies and orders of the Board in a good and business-like manner and in accordance with the standards and practices recognized and accepted in the field;
  - b. Attend MTA meetings and execute the directives of the Board;
  - c. Keep the Board fully advised as to the financial condition and needs of MTA and prepare, each year, an estimate for the ensuing fiscal year of the probable expenses of MTA, recommend to MTA what development work should be undertaken, what extensions and additions, if any, should be made during the ensuing fiscal year with an estimate of the costs of such development, work, extensions or additions, certify to the Board all the bills, allowances, payrolls and claims that may be due contractors and make recommendation to MTA concerning the establishment of salaries for employees;
  - d. Provide administrative support to the citizen's advisory committee and meet with it;

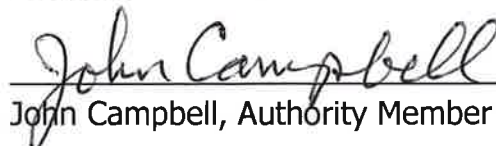
- e. Perform such other duties as may be assigned by the Board and be responsible for the efficient administration of all affairs of MTA.

**Adopted this 16<sup>th</sup> day of September, 2014.**

  
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Mike Olsen, Chair

  
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Deborah Petersen, Vice-Chair

  
\_\_\_\_\_  
Ginny Beech, Authority Member


  
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John Campbell, Authority Member

  
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Terri Jeffreys, Authority Member

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Rick Johnson, Authority Member

  
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Randy Neatherlin, Authority Member

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Tim Sheldon, Authority Member

  
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Cheryl Williams, Authority Member

APPROVED AS TO CONTENT:   
\_\_\_\_\_  
Brad Patterson, General Manager

APPROVED AS TO FORM:   
\_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST:   
\_\_\_\_\_  
Jeri A. Wood, Clerk of the Board

DATE: 9/16/14

## EMPLOYMENT AGREEMENT

### MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

**THIS AGREEMENT** is made this 16<sup>th</sup> day of September, 2014 by and between Mason County Public Transportation Benefit Area, a Washington municipal corporation (hereinafter referred to as "MTA"), and Brad Patterson (hereinafter referred to as the "Employee").

**WHEREAS**, MTA, through its governing board, the Mason County Transportation Benefit Area Authority (Board), has authority pursuant to RCW 36.57A.080 to appoint a General Manager for MTA and to fix his compensation;

**WHEREAS**, MTA acknowledges that it is in the best interest of MTA to secure the services of the Employee as General Manager of Mason County Public Transportation Benefit Area, Shelton, Washington.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. **Employment.** The Employee will render full-time professional services to MTA as General Manager for the term of this contract, subject to an annual performance and compensation review to be conducted by the Board. In carrying out his responsibilities and authority, Employee shall report, be responsible to and take instructions directly from the Board. The Employee will at all times faithfully, diligently and to the best of his ability, perform all duties that may be required of him by virtue of such position and to the satisfaction of the Board.
2. **Duties.** The General Manager shall have the following duties:
  - a. Manage MTA in compliance with the laws of the State of Washington and policies and orders of the Board in a good and business-like manner and in accordance with the standards and practices recognized and accepted in the field;
  - b. Attend MTA meetings and execute the directives of the Board;
  - c. Keep the Board fully advised as to the financial condition and needs of MTA and prepare, each year, an estimate for the ensuing fiscal year of the probable expenses of MTA, recommend to MTA what development work should be undertaken, what extensions and additions, if any, should be made during the ensuing fiscal year with an estimate of the costs of such development, work, extensions or additions, certify to the Board all the bills, allowances, payrolls and claims that may be due contractors and make recommendation to MTA concerning the establishment of salaries for employees;
  - d. Provide administrative support to the citizen's advisory committee and meet with it;
  - e. Perform such other duties as may be assigned by the Board and be responsible for the efficient administration of all affairs of MTA.

3. **Term.** The term of this Contract shall begin on November 14, 2014 and shall terminate on December 31, 2017 unless it is terminated by either party as provided herein. This Agreement shall automatically renew for additional periods of one year each unless one party provides written notice of its intent not to renew at least 90 days before the end of the current term.
4. **Compensation.** In consideration of these services as General Manager, MTA agrees to pay employee at a rate of \$95,000.00 per annum plus previously approved performance bonuses through December 31, 2014. Beginning January 1, 2015 the salary shall increase to \$100,000.00 per annum but the Manager shall no longer be eligible to participate in any performance based compensation program. The salary shall be payable in equal bi-weekly installments throughout the contract year. Such salary may be altered by amendment to this agreement as the Board may from time to time determine.
5. **Annual Leave and Benefits.** Employee shall also have all the benefits including annual leave as are afforded other non-represented employees of MTA.
6. **Pension Plan Benefits.** Employee may participate in MTA's Pension Plan Benefits to the extent of the current plan for Employees.
7. **Working Facilities and Expenses.** Employee shall be provided with an office, books, and support services and technical help, and such other facilities, equipment, supplies, and services suitable to his position and adequate for the performance of his duties. MTA shall pay all dues of Employee in such professional associations that develop the professional ability and competence of the Employee as approved by the Board. Employee is encouraged and is expected, from time to time, to incur reasonable expenses for promoting the business of MTA, including expenses for automobile and transportation, entertainment, public relations and similar items. MTA further agrees that it shall pay for or Employee shall be reimbursed for such other reasonable expenses that are within a pre-established budget or pre-approved by the Board.
8. **Meetings and Seminars.** In order to maintain and augment his professional involvement and professional development in the public transportation field, Employee is encouraged and is expected to attend seminars, professional meetings, conventions and educational courses related to public transportation administration and operations, and to freely participate in organized activities related to the public transportation field as approved by the Board. Attendance at such meetings and accomplishment of professional duties shall be compensated service time and shall not be considered vacation time. The cost of travel, tuition or registration, food and lodging for attending such activities shall be paid by MTA.
9. **Insurance Benefits.** Employee shall be entitled to participate with other employees of MTA in all insurance coverage as may be authorized and adopted from time to time by the Board, which is currently limited to medical, dental, vision and life insurance.

10. **Residence.** Employee agrees to reside in Mason County during the term of this Agreement.
11. **Termination.** Employee is an “at will” employee of MTA. The Board may, in their discretion, terminate Employee's position at any time and his employment with MTA. Employee may terminate this contract by giving MTA ninety (90) days prior written notice in the form of a Resignation. Except as expressly provided for herein, after such termination, all rights, duties and obligations of both parties hereunder shall cease.
12. **Severance Benefits.**
- 12.1 If MTA terminates Employee for any reason other than upon “Cause” or Employee resigns for “Good Cause”, the Board shall so note and MTA shall continue to pay Employee his then monthly salary and earned time for the month in which notice was given for termination of his duties or employment and for nine (9) months thereafter, provided however, that if the Employee undertakes regular full-time employment elsewhere during such period, the obligation of MTA to make such payments shall cease thirty (30) days after he begins to perform services for another employer. Also, for the period during which such payments are being made, MTA agrees to keep Employee's medical insurance coverage and other benefits provided in this contract paid up and in effect. The beginning of COBRA Coverage is the date upon which MTA makes the final payment of severance benefits.
- 12.2 If MTA’s termination was made for “Cause” or if Employee’s resignation was not for “Good Cause” the Board shall so note and MTA shall pay Employee, through the date of termination, his prorated monthly salary for the month in which the duties were terminated and any accumulated earned time.
- 12.3 MTA’s “Cause” for termination in this agreement means:
- i. an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Employee’s employment with MTA;
  - ii. intentional damage to MTA assets;
  - iii. intentional disclosure of MTA’s confidential information contrary to MTA policies;
  - iv. intentional breach of Employee’s obligations under this agreement;
  - v. intentional breach of any of MTA’s policies;
  - vi. the willful and continued failure to substantially perform Employee’s duties for MTA (other than as a result of incapacity due to physical or mental illness); or

- vii. willful conduct by the Employee that is demonstrably and materially injurious to MTA, monetarily or otherwise.
- viii. For purposes of this paragraph, and act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that Employee's action or omission was in the best interest of MTA. Failure to meet performance standards or objectives, by itself, does not constitute "Cause".
- ix. "Cause" also includes any of the above grounds for dismissal regardless of whether MTA learns of it before or after terminating Employee's employment.

13.3 Employee's resignation for "Good Cause" in this agreement means a resignation by Employee within Sixty (60) days of the occurrence of any of the following events provided that Employee provides MTA with written notice and MTA has not remedied the alleged violation within thirty (30) days of receipt of Employee's written notification:

- i. Without the Employee's written consent, MTA imposes a material reduction of Employees duties, position or responsibilities.
- ii. Without the Employee's written consent, MTA significantly reduces the Employee's base salary as in effect immediately prior to such reduction;
- iii. Any material breach of this Agreement by MTA,
- iv. Without Employee's written consent, MTA requires that Employee relocate his office to a location more than twenty five (25) miles from its then-current location.

12.4 Regardless of the reason for termination, upon such separation the Employee shall receive the cash value of his unused earned time and the reimbursement of reasonable business expenses incurred by Employee prior to such termination of employment within thirty (30) days after Employee submitting reasonable evidence of such expenses.

13. **Confidentiality.** During the term of this Agreement, Employee will be exposed to or generate information that is confidential and proprietary to MTA. Employee shall not, either during the term of this Agreement or at any time thereafter, use or disclose to any person, firm, corporation, or entity, any Proprietary Information, as defined below, secret, private, or confidential information, or other proprietary knowledge concerning the business affairs of MTA, which Employee may have acquired or generated in the course

of, or incident to, employment with MTA (whether relating to past, present, or prospective associates, employees, or otherwise), except as required by law, subpoena, or court order, or as expressly permitted by this Agreement, or as necessary to perform services under this Agreement. For purposes of this Agreement, "Proprietary Information" shall mean any materials, information, or ideas relating to any aspect of the business of MTA that Employee has learned, will learn, or generates while employed by MTA, including, but not limited to, trade secrets, information pertaining to strategic planning, financial performance, financial records, financial projections, budgets, market studies, information about key personnel, contracts, employee compensation, or any other information, whether financial, strategic, business, or other nature provided by MTA to the Employee in connection with the Employee's employment.

14. **Enforcement.** A violation or breach of paragraphs 14 of this Agreement shall:  
(1) constitute "cause" for the termination of Employee's employment hereunder notwithstanding any other term, provision, or definition contained in this Agreement; and  
(2) entitle MTA to preliminary and permanent injunctions with a bond waived, or other equitable relief in order to prevent or restrain any such breach by Employee, his agents, representatives, independent contractors, or any and all persons or entities directly or indirectly acting for or with Employee. The rights and remedies of MTA under this section shall be in addition to, and not in limitation of, any of the rights, remedies or damages available at law or in equity.
15. **Entire Agreement.** This contract constitutes the entire agreement between the parties and contains all the agreements between them. It also supersedes any and all other agreements or contracts; either oral or written, between the parties with respect to the subject matter hereof.
16. **Amendment.** Except as otherwise specifically provided, the terms and conditions of this Contract may be amended at any time by mutual agreement of the parties provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Chairman of the Board and Employee.
17. **Severability.** The invalidity or unenforceability of any particular provision of this Contract shall not affect its other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
18. **Assignment.** This agreement may not be assigned by Employee or MTA. This Contract shall be binding upon and inure to the benefits of MTA, its successors and assigns, and shall be binding upon Employee, his Administrators, executors, legatees, heirs and assigns.
19. **Governing Law.** This Contract shall be construed and enforced upon in accordance with the laws of the State of Washington; venue for any action hereunder shall be exclusively in Mason County.

20. **Dispute Resolution.** In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of the Washington Arbitration & Mediation Service (WAMS). MTA agrees to pay the costs of the mediation. The mediation shall be held in WAMS Tacoma offices. Any controversy or claim arising out of or relating to this Agreement, or its breach, not settled by mediation, shall be settled by binding arbitration in accordance with Chapter 7.06 RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties specifically agree that the arbitrator shall have injunctive powers and that the arbitrator's decision shall be final. In the event the Parties cannot agree on an arbitrator, the Mason County Superior Court shall appoint an arbitrator. The Parties hereby waive the right to request trial de novo. The prevailing party in any arbitration shall be entitled to recover their costs including reasonable attorney fees.

21. **Notices.** Any and all notices required or permitted to be given under this Contract will be sufficient if furnished in writing, sent by registered mail or certified mail, to his last known residence, in the case of the Employee, or to its principal office in Shelton, Washington, in the case of MTA.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

  
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Mike Olsen, MTA Authority Board Chair

 9/17/14  
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Brad Patterson, Employee

  
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WITNESS

 9/17/14  
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WITNESS