



Lewis County Prosecuting Attorney's Office

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Casual Employee Agreement

This Agreement is between the Lewis County Prosecuting Attorney, on behalf of Lewis County, ("County") and Janelle Kambich ("Employee") for casual office-management and technical consulting work in an average amount of less than 80 hours per month.

1. Agreed Statement.

Employee worked in the Lewis County Prosecuting Attorney's Office for 18 years, including as Office Manager for the last 9 years. She has a large amount of institutional knowledge and office-specific management and technical expertise concerning the office's work. She did not have sufficient time after accepting employment elsewhere to impart that knowledge to her replacement(s). Without her assistance in the short term, the efficient and effective workings of the Prosecutor's Office will be affected. Employee is the only person suitable to provide this short-term assistance because she is currently the only person with full knowledge of her former position.

The amount of services anticipated in this agreement are well under \$40,000. The anticipated services do not fall within the scope of any services currently or previously assigned to any collective bargaining unit of the Prosecuting Attorney's Office.

2. Duration. This agreement shall commence immediately upon the end of Employee's last day of work as a full-time employee of County and continue in force until July 31, 2020, unless terminated. Termination may be at-will for either party upon two weeks' written notice, which may be accomplished via email or letter.

3. Duties of Employee. Employee shall:

- a) Consult with and provide office-management and technical advice to County as a casual employee on an as-needed basis, based upon her experience. These services may be by phone, email, or in person.
- b) Travel to the Lewis County Prosecuting Attorney's Office on an as-needed basis, as may be mutually agreed upon by the parties, for such consultation.
- c) Keep an accurate record of time spent on the above activities, and supply this record monthly to County in time for proper payroll preparation.
- d) Accept compensation as set forth below as full payment and satisfaction for the services above.

It is the Mission of the Lewis County Prosecutor's Office to zealously seek justice in all criminal matters, consistently promote public confidence in the legal system, and diligently represent county government while adhering to the highest ethical and moral standards.

4. Duties of the County. County shall:

- a) Contact and arrange to receive Employee's services on an as-needed basis, not to exceed an average of 80 hours per month.
- b) Compensate employee in the amount set forth below in the same manner as other casual employees.
- c) Otherwise comply with all applicable laws, such as tax and employment laws, regarding Employee in the same manner as other casual employees.

5. Compensation. Employee shall be compensated as a casual employee at the rate of \$50.00 per hour, billing in fifteen minute intervals, and shall be subject to all applicable deductions, including but not limited to employment and payroll taxes—PROVIDED, that if the Board of County Commissioners approves only a lower rate, the latter shall apply.

6. Legally Required Benefits Only. Employee shall not be entitled to any benefits (such as annual leave, medical insurance, etc.) except as required by law. One such required benefit is paid sick leave, to which Employee shall be entitled as set forth in the Lewis County Employee Handbook.

7. Entire agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter covered, supersedes all prior and contemporaneous understandings, and may only be amended in a written instrument signed by the parties.

8. Choice of law and venue. This Agreement is made in Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules). Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Thurston County.

9. Cash-out. Upon commencement of this Agreement, Employee shall be entitled to cash-out of her accrued annual leave and accrued sick leave in accordance with Lewis County policy. All sick leave accrued subsequent to the commencement of this Agreement shall not be cash-out eligible. This is a mutually-negotiated adjustment to the normal County cash-out procedures, for the convenience of both parties.

10. Notices: Any notice sent to County under this Agreement shall be emailed or mailed to Jonathan Meyer at his county email or mailing address. Any notice sent to Employee under this Agreement shall be emailed or mailed to _____. Mailed notice shall be effective on the day of receipt, or if receipt is not readily determinable, three calendar days after mailing. Emailed notice shall be effective on the business day following transmission.

13. Severability. If any provision of this Agreement is found to be contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

14. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

15. Assignment and delegation. Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.

Signed for and on behalf of each party hereto by its authorized representative on the date inscribed beneath his signature.

LEWIS COUNTY

EMPLOYEE

Jonathan Meyer, Prosecutor

_____, 2020

Janelle Kambich

_____, 2020

Reviewed as to form:

Eric Eisenberg, Chief Civil DPA

_____, 2020