

Resolution # 544

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT AUTHORIZING
AMENDMENT NUMBER ONE TO THE EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF YACOLT AND PETE ROBERTS**

Whereas, the Town of Yacolt and Mr. Pete Roberts, (“*Roberts*”), are parties to an Employment Agreement dated November 17, 2014, (“*Employment Agreement*”), through which Roberts is employed by Yacolt as its Public Works Director;

Whereas, the Town Council and Roberts desire to amend the Employment Agreement by further describing Roberts’ duties, authority, and responsibilities with respect to Roberts’ outside employment opportunities; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 7th day of November, 2016 and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1: The Town Council approves Amendment Number One to the Employment Agreement between the Town of Yacolt and Pete Roberts in the form attached hereto as Exhibit ‘A’. The Town Council authorizes the Mayor to execute the Amendment.

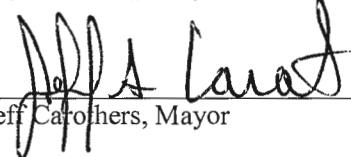
Section 2: Amendment Number One to the Employment Agreement shall be effective through the term of the Employment Agreement as it may be extended, unless modified according to the terms of the Employment Agreement or until the Employment Agreement is terminated.

Section 3: All other terms and conditions of the Employment Agreement, as amended, shall remain in full force and effect throughout the term of the Employment Agreement.

Section 4: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

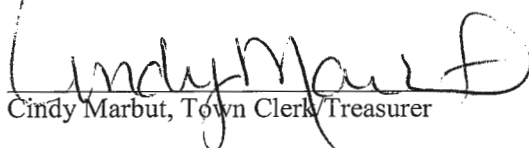
Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 7th day of November, 2016

TOWN OF YACOLT



Jeff Carothers, Mayor

Attest:



Cindy Marbut, Town Clerk/Treasurer

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: Hancock, Tester, Listek, Wallway
Nays: _____
Absent: Myers
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution # 544 of the Town of Yacolt, Washington, and Entitled "A Resolution of the Town Council of the Town Yacolt, Authorizing Amendment Number One to the Employment Agreement Between the Town of Yacolt and Pete Roberts" as approved according to law by the Town Council on the date therein mentioned.

Attest:

Cindy Marbut
Cindy Marbut, Town Clerk/Treasurer

Effective Date: 11-7-16
Resolution Number: _____

EXHIBIT 'A' TO RESOLUTION #544

**AMENDMENT NUMBER ONE
TO THE EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF YACOLT AND PETE ROBERTS**

This Amendment Number One to the Employment Agreement between the Town of Yacolt and Pete Roberts, ("*Amendment*"), is entered into by the Town of Yacolt, a municipal corporation organized under the laws of the State of Washington, ("*Town*" or "*Yacolt*"), and Pete Roberts, ("*Roberts*").

RECITALS

Whereas, the Town of Yacolt and Roberts entered into an Employment Agreement on November 17, 2014, ("*Employment Agreement*"), to employ Roberts as the Public Works Director for the Town of Yacolt;

Whereas, the Town Council and Roberts desire to amend the Employment Agreement by further describing Roberts' duties, authority, and responsibilities with respect to Roberts' outside employment opportunities; and,

Whereas, this Amendment was approved by the Town Council during its regular public meeting on November 7, 2016:

NOW THEREFORE, Based on the foregoing Recitals, the Town and Roberts agree to amend the Employment Agreement as follows:

AMENDMENT

The Employment Agreement, which is incorporated herein by reference, is amended to replace Section 2 thereof in its entirety with the following:

Section 2 - Duties and Authority: Roberts shall faithfully, competently and to the best of his abilities serve as the Town's Public Works Director. Roberts agrees to perform the functions and duties of the Town's Public Works Director as described in the Personnel Policy, as specified by Washington State law, and as provided for by governing documents of the Town, and to perform other legally permissible and proper duties and functions of that office as may be assigned from time to time by the Town. Roberts shall attend all regular and special meetings of the Town Council and such other meetings as required by the Mayor, unless excused.

The Town and Roberts understand that Roberts owns and operates a private business interest under the name of "Bloomquist Septic Inspections, LLC", doing business as "Bloomquist Septic Inspection", (hereafter "*Bloomquist*"). Bloomquist is a Washington licenses general contractor. The Town understands that Bloomquist provides septic inspection, septic installation, and potentially other services to property owners in Clark County, Washington, including within the boundaries of the Town. The Town

and Roberts understand and agree that the potential for a conflict of interest exists between Roberts' responsibilities to the Town as its Public Works Director and Roberts' interests in and work for Bloomquist. The Town and Roberts therefore desire to state with particularity the actions of Roberts and Bloomquist that shall be permitted under this Agreement.

Roberts is hereby allowed to conduct septic inspections for property owners within the boundaries of the Town under the Bloomquist business name(s). The Town and Roberts understand that the Clark County Health Department publishes a list of licensed septic inspectors for Clark County and that the list currently includes Roberts and Bloomquist. The Town agrees that this and similar passive advertising within the Town of Yacolt is permissible. The Town and Roberts agree, however, that Roberts and Bloomquist shall engage in no direct and targeted advertising or solicitation of any business within the Town's boundaries. Solicitations of septic inspection work or other construction services within the Town's boundaries including flyers, hand-bills, mailers, and the like, are prohibited during Roberts' employment by the Town as its Public Works Director. General radio or newspaper advertising, such as a print ad in The Reflector, are allowed, but should include no specific discount, coupon, or other enticement or reference to services that might be performed within the Town's boundaries. The intent of this Agreement is that Roberts and Bloomquist may perform septic inspection work within the Town's boundaries if such work is requested by the property owner without unique or special inducement by Roberts and/or Bloomquist.

The parties understand and agree that Roberts and Bloomquist will decline septic inspection work for the Town's Mayor, active Council Members, and other active employees and agents of the Town. The parties understand and agree that Roberts and Bloomquist should decline any septic inspection work that relates in any material way to the performance of Roberts' duties in enforcing the Town's Ordinances, (including, without limitation, Ordinances #390 and #498), or other duties that do or would conflict with the requested septic inspection services. Roberts agrees to notify the Mayor immediately and to recuse himself from any and all services for the Town that actually conflict with or are likely to conflict with services that Roberts or Bloomquist have performed for a property owner in the Town.

The parties understand and agree that having Roberts or Bloomquist provide septic installations or other construction services to property owners within the Town's boundaries potentially creates additional risks of conflict with Roberts' duties as the Town's Public Works Director. Roberts represents that such services would likely be provided on only an occasional basis, if at all. The parties agree that prior to providing septic installation or other construction services for any property within the Town's boundaries, Roberts will first obtain express written permission to perform the work from the Mayor or Town Council.

Notwithstanding the above, Roberts agrees to remain in the employ of the Town and shall not accept other employment without the prior written approval of the Mayor, which shall not be unreasonably withheld. Roberts agrees that his primary employment responsibility shall be to the Town, and that any outside employment will not unreasonably interfere with his duties and responsibilities to the Town. Roberts further agrees to avoid any action which might result in or reasonably be perceived by members of the public as a conflict of interest.

All terms and conditions set forth in the Employment Agreement, as amended, which are not specifically modified by this Amendment Number One, shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Yacolt has caused this Amendment Number One to be signed and executed on its behalf by the Mayor, and Pete Roberts has signed and executed this Agreement, both in duplicate, this 7th day of November, 2016.

Mayor Jeff Carothers

Pete Roberts

APPROVED AS TO FORM:

ATTEST:

David Ridenour
Yacolt Town Attorney

Cindy Marbut,
Clerk/Treasurer