

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Herron Maintenance Corporation, LLC ("HMC") and Monique G. Pizzitola ("Employee"). The parties agree as follows:

- 1) Employment. Subject to the provisions of paragraph 2 below, Employer has offered and Employee has accepted employment as Employer's Island Manager.
- 2) Duties and Accountability. As Island Manager, Employee will be responsible to perform the following duties necessary to accomplish the goals established by Employer's Board of Directors:
 - a) Manage all HMC employees including scheduling, evaluation, and hiring when necessary. Firing of an employee requires Board approval. Keep employee records up to date.
 - b) Respond to all Federal, State, and County regulatory agencies for operating requirements, inspections, and reporting. Because Employer operates a private ferry system, docks, and water system, this coordination is extensive.
 - c) Perform administrative tasks for insurance, legal, accounting, and budget planning.
 - d) Determine and schedule maintenance services for all Island assets. Perform analysis and recommend spare parts needed for Island assets.
 - e) Supervise implementation of Board directives.
 - f) Attend and report at monthly board meetings on 2nd Saturday of each month.
 - g) Keep all corporation records and maintain corporate policies.
 - h) Be the focal point for all corporation correspondence.
 - i) Negotiate and authorize the purchase of Board approved contract services and materials.
 - j) Provide project management for special projects needed to maintain Island assets.
 - k) Provide advice and recommendations to the Board on any matters of importance to HMC. Understand and interpret HMC By-laws for any matters brought to the Board.
 - l) Communicate and work with volunteer committees supporting Island functions.
 - m) Respond to HMC member requests or suggestions on all aspects of Island operations.
 - n) Reports directly to and receives direction from the Board President.
- 3) Compensation. Employer agrees to pay Employee the following compensation:
 - a) Hourly Rate. Employer agrees to pay Employee the rate of \$ 32.50 per hour (less required withholding as required by federal and state law) 999 hours annually, through Employer's usual payroll practices. Vacations will be scheduled by mutual agreement of Board President and Employee.

- b) Work Schedule. The position is part-time and limited to 999 hours annually. In general, Employee will maintain office hours on the Island Tuesday and Thursday week, and will attend regular Board meetings the second Saturday of each month, on the Island. This schedule may be adjusted and altered as circumstances require.
- 4) Annual Review. The Board of Directors shall conduct an annual review of Employee's job performance of the Board's priorities in a format mutually agreed to.
- 5) Termination. This Agreement may be terminated by either party with 60 days written notice to the other. The Employer may pay the Employee in lieu of the required notice.
- 6) Term and Automatic Renewal. This Agreement shall have an initial one-year term from May 9, 2017 to May 8, 2018. At the end of the initial term, this Agreement shall renew for a successive term unless either party delivers a Notice of Non-renewal to the other party no fewer than ~~60~~ ³⁰ days prior to the end of the term.
- 7) Indemnification. As provided in HMC By-Laws, Employee shall be indemnified for acts performed on behalf of Employer which she believed were conducted in good faith, and in a manner she reasonably believed to be in or not opposed to the best interests of Employer, and with respect to any criminal action of proceeding, had no reasonable cause to believe her conduct was unlawful. Employer shall purchase and maintain appropriate officers and directors' liability insurance on behalf of Employee.
- 8) Entire Agreement. This Agreement shall constitute the entire agreement between Employer and Employee with respect to the subject matter herein and shall supersede, nullify and cancel all prior or oral written communications or agreements between Employer and employee with respect to the subject matter of this Agreement.
- 9) Governing Law. This Agreement shall be governed by the substantive laws of the State of Washington, without regard to its conflict of laws provisions.

HMC Management, LLC

MONIQUE G. PIZZITOLA

By: Michael A. Graham
 Michael A. Graham
 Board President

Monique G. Pizzitola
 Date: 5/8/17

Date: 5/8/17