

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into on the 28th day of December, 2020, by and between Snohomish County Fire District No. 5 (“District”) and Scott Clark (“Deputy Chief”) concerning the position of Deputy Chief of Operations. The District agrees to employ the Deputy Chief, and the Deputy Chief agrees to be employed, subject to the following terms and conditions:

1. Effective Date. The effective date of this Agreement shall be January 1, 2021. This Agreement shall be for a fixed term of two (2) years and shall expire on December 31, 2023.
2. Salary. The Deputy Chief’s salary shall be, commencing January 1, 2021, Nine Thousand Seven Hundred Seventy Three Dollars (\$9,773.00) per month. The Deputy Chief shall be entitled to an increase in salary effective January 1, 2022 for the remaining term of the Contract by a percent equivalent to the 12-month increase in the Seattle/Tacoma/Bremerton CPI-W through August 2021.
3. Duties and Responsibilities. The Deputy Chief shall perform any and all duties as may be assigned by the Fire Chief of the District, and the District. The Deputy Chief shall report directly to the Fire Chief.
4. Performance Evaluation. The Fire Chief of the District shall review and evaluate the performance of the Deputy Chief during the course of the Contract’s term, but not less than annually. The Fire Chief shall define goals and performance objectives for the Deputy Chief that the Fire Chief determines in his discretion necessary for the proper operation of the District, and in the establishment of the objectives shall further designate priority among those various objectives.

5. Hours of Work. The Deputy Chief of Operations will typically maintain an office presence of four (4) ten (10) hour days. It is recognized that the Deputy Chief must devote time outside normal office hours to the business of the District, including but not limited to, serving as Duty Chief and responding to 911 calls. These duties are considered an essential part of the Deputy Chief's job duties. The Deputy Chief of Operations is an exempt position and FLSA, overtime or comp time is not applicable.

6. Vacation. Vacation hours shall be earned and credited at a rate of fourteen (14) hours per month worked. The Deputy Chief may take vacation in full or half day increments. The Deputy Chief's vacation account shall be debited five (5) hours for half days and ten (10) hours for full days. The Deputy Chief shall be paid for any unused accumulation of vacation time when he is permanently separated from employment (resignation, death, retirement, layoff or discharge.) Use of vacation time off shall require the approval of the Fire Chief. Vacation requests shall be submitted in a timely fashion on District approved forms. The Fire Chief shall assign time off for accrued vacation in excess of the maximum amount which may be accumulated unless otherwise approved by the Board of Commissioners.

7. Sick Leave. The Deputy Chief shall accrue sick leave at the rate of eight (8) hours per month. Sick leave may be used when an employee is unable to work due to off duty injury or illness. Duty related injury or illness shall be covered through L&I insurance. Sick leave shall accrue only when the Deputy Chief is on paid status. However, upon termination by the District of the Deputy Chief's Contract of Employment, and/or upon fulfillment of the two (2) year term of this Agreement, the

District shall pay the Deputy Chief a sum equal to Fifty percent (50%) of the value of his accrued sick leave.

8. Automobile. The Deputy Chief, when assigned a District owned vehicle, shall use the vehicle at all times when on official District business, when on response, ready standby, or when required to remain in communication. The Deputy Chief shall be available to the District at all times when utilizing the assigned vehicle. The District maintains a zero tolerance policy regarding the use of alcohol while operating a District vehicle. District vehicles are not to be operated by other than District employees.

9. Employer Pension Contribution. The District shall contribute to the Washington State LEOFF Plan II as required by applicable law. The District shall contribute the sum of Fourteen Hundred Dollars (\$1400.00) per month to the Washington State 457 Deferred Compensation Plan (DCP) on the following conditions only: that this increased payment shall be considered additional consideration for the Deputy Chief's performance of all Duty Officer tasks and being available to perform as Duty Officer off shift, except that if the Deputy Chief is off on any extended sick leave or disability leave exceeding ten (10) consecutive days in duration, such payment shall be proportionately reduced by the number of days off in relationship to 365 days.

10. Medical/Dental Insurance Coverage. The District shall provide medical, dental and vision insurance coverage equivalent to that received by the Represented Employees of the District.

11. Holidays. Holidays shall be observed on the dates designated by Snohomish County as legal holidays. Although the Deputy Chief will normally not be

required to maintain an office presence on holidays, it may be necessary that the Deputy Chief be available on call for which there will be no additional compensation.

12. Bereavement Leave. In the event of a death in the immediate family (i.e. spouse and children of the Deputy Chief, parents or step parents, brothers, sisters, grandchildren, grandparents of the Deputy Chief, and those of the Deputy Chief's spouse) of the Deputy Chief, the Deputy Chief shall be granted up to one (1) day off with pay. The Fire Chief, as his sole discretion, may grant an additional day off.

13. Clothing Allowance. The District shall provide all clothing and safety gear required of the Deputy Chief in the performance of his duties.

14. Cellular Telephone Usage. The Deputy Chief will be provided with a cell phone and is authorized to utilize this assigned cell phone for limited personal use. Personal use does not include any side business or profit making ventures.

15. Professional Development. The District agrees to pay necessary and reasonable travel and other expenses for the Deputy Chief's professional development.

16. Discipline, Termination and Discharge. The District may terminate and/or discharge the Deputy Chief, or otherwise discipline or suspend him, based upon inadequate performance as determined by performance evaluations for which the Deputy Chief has been given an opportunity to remediate, and/or for just cause.

17. Litigation/Defense. In the event the Deputy Chief is named as a defendant in an action or proceeding arising out of the good faith performance of his duties, the District shall pay all costs of his legal defense and any judgments rendered against him. The District's obligation may be satisfied all or in part by the District's insurance carrier.

18. General Provisions. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing and delivered personally or sent by registered or certified mail, to the Deputy Chief at his last documented mailing address, or to the District at its principal office. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof, and no modifications of this Agreement shall be valid unless made in writing and signed by the parties hereto. Any provisions hereof which are prohibited by law, or are unenforceable, shall be inoperative and all of the remaining provisions of the Agreement shall, nevertheless, continue in effect. In the event of the Deputy Chief's death, all wages and benefits due the Deputy Chief shall be handled in accordance with the probate laws of the State of Washington.

19. Resignation. The Deputy Chief shall provide 120 days advance written notice of his resignation.

20. Other Governance. In the event of a change of governance of the District, including but not limited to, consolidation, annexation or regional fire authority, the Deputy Chief shall be made whole for the full term of this Agreement.

SNOHOMISH COUNTY FIRE DISTRICT NO. 5:

Steven Chabot Jr
Commission Chairman Steve Fox

12/30/2020
Date

Kelly Geiger
Commissioner Kelly Geiger

1/12/2021
Date

Commissioner Brian Copple
M. Halverson
Fire Chief Merlin Halverson

Date
12/28/2020
Date

Signed by the Fire Chief on behalf of the Board of Fire Commissioners under the emergency order restricting public meetings. (Resolutions 2020-01 and 2020-02)

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum to the Employment Agreement between Snohomish County Fire District No. 5 ("District") and the Scott Clark ("Deputy Chief") is entered on the 25th day of January, 2021 as follows:

1. On the 28th day of December 2020, the District and the Deputy Chief entered into an Employment Agreement, a copy of which is attached hereto.
2. A central term of that Employment Agreement was, by mistake, omitted from the Agreement and the parties acknowledge that it was a mutual mistake and desire to correct that.
3. Now, therefore, it is agreed that that Employment Agreement dated the 28th day of December 2020, is hereby amended by this Addendum to add additional clarifying language to Paragraph 6, Vacation, of the Agreement so that that paragraph now reads as follows:

6. Vacation. Vacation hours shall be earned and credited at a rate of fourteen (14) hours per month worked. The Deputy Chief may take vacation in full or half day increments. The Deputy Chief's vacation account shall be debited five (5) hours for half days and ten (10) hours for full days. The Deputy Chief shall be paid for any unused accumulation of vacation time when he is permanently separated from employment (resignation, expiration of contract, death, retirement, layoff or discharge), not to exceed two (2) years at the above accrual schedule. Use of vacation time off shall require the approval of the Fire Chief. Vacation requests shall be submitted in a timely fashion on District approved forms. The Fire Chief shall assign time off for accrued vacation in excess of the maximum amount which may be accumulated unless otherwise approved by the Board of Commissioners.

SNOHOMISH COUNTY FIRE DISTRICT NO. 5:

Commission Chairman Steve Fox

Date