

**Employment Agreement**  
between  
**Snohomish County Fire District #5**  
and  
**Jim Fulcher**

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This Employment Agreement is made by and between Snohomish County Fire District #5 "District", a municipal corporation, and Jim Fulcher "Deputy Chief" to become effective on January 1<sup>st</sup>, 2023.

**WHEREAS**, it is the desire and intent of both parties to put into writing the terms and conditions of employment of the Deputy Chief in their relationship with the District, so as to avoid possible misunderstandings, to assure a good working relationship and to provide benefits to the Deputy Chief who comes under different employment arrangements than do other employees of the District.

**NOW THEREFORE**, in consideration of mutual covenants and promises herein made and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Deputy Chief and District agree as follows:

**1. Employment**

- a. The District hereby agrees to and does employ the Deputy Chief as set forth herein, and the Deputy Chief accepts such employment, subject to the terms and provisions of this employment agreement.
- b. The Deputy Chief is designated as an Executive Exempt Employee under the Fair Labor Standards Act "FLSA" and shall establish work hours in accordance with Section 3.

**2. Duties**

- a. The Deputy Chief shall perform such services for the District as directed from by the Fire Chief in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the Policies of the District as established by the Board of Commissioners.
- b. The Deputy Chief shall perform all duties established in the job description of the position of Deputy Chief. The District retains the right to modify the job description during the term of this agreement, provided any modifications are within the Vision, Mission and Values of the District.
- c. The Deputy Chief has the duty and responsibility and is granted authority to institute any lawful action necessary to effectively execute all of the duties set

forth in this employment agreement and as set forth in the Deputy Chief job position description. The District shall provide the Deputy Chief with the cooperation and resources necessary to exercise such authority.

### 3. Hours of Work

- a. The Deputy Chief is expected to devote a minimum of 32 hours (4/8-hour shifts) per week to performing the administrative and program management duties assigned to the position.
- b. The Deputy Chief is a salaried FLSA Exempt position and is not entitled to overtime compensation unless authorized in writing in advance by the Board of Commissioners.
- c. The Deputy Chief, as outlined in the job position description, is a member of the Battalion Chief rotation and must respond to after-hours emergency events during their assigned Battalion Chief shifts. The parties agree that the Deputy Chief shall receive no additional monetary compensation for hours worked while performing after-hours incident command and response.

### 4. Compensation

- a. For all services rendered by the Deputy Chief under this agreement, the District shall pay the Deputy Chief an annual salary of \$75,940 per year, payable in monthly installments in accordance with the normal payroll process of the District. The annual salary will be adjusted annually as outlined in Section 8.
- b. The Deputy Chief shall receive the fringe benefits as set forth in Appendix A.

### 5. Term

- a. The **Initial Term** of this employment agreement shall commence upon January 1, 2023, "Effective Date", and continue in force until December 31<sup>st</sup>, 2024, unless renewed, extended, or terminated as provided by this agreement.
- b. **Agreement Extension.** This employment agreement may automatically extend for additional one-year periods, "Extended Term", at the end of the Initial Term or at the end of an Extended Term unless the Employee is provided written notice of the Districts' intent not to renew at least 90 days prior to the expiration of such Initial Term or Extended Term.
- c. **Non-Renewal.** In the event that the District does not intend to renew this agreement or any renewals thereof, the District shall provide the Deputy Chief with written notice a minimum of 90 days prior to the expiration of the term. The Deputy Chief shall have no property rights to a renewal of this agreement. The decision of whether to renew the agreement shall be in the sole discretion of the District and may be made for any reason with or without cause. In the event of an agreement Non-Renewal, the Deputy Chief shall be entitled to payment of accrued but unused vacation pay on the date of the contract expiration, and accrued sick leave as outlined in Appendix A, but shall have no rights to any other compensation.

## 6. Termination

- a. **Termination Without Cause.** The District may terminate the Deputy Chiefs employment under this agreement without cause and without advanced notice, provided:
  - i. The District shall pay the Deputy Chief liquidated damages in the amount equal to the Deputy Chiefs salary at the rate in effect at the time of the notice of termination, for a period of three months from the date of the notice of termination.
  - ii. The Deputy Chief shall be entitled to payment of accrued but unused vacation pay on the date of termination, and accrued sick leave as outlined in Appendix "A", but shall have no rights to any other compensation.
- b. **Termination or Discipline for Cause.** The Deputy Chief is a confidential exempt employee, and therefore is held to higher standards of performance and attitude than other employees.
  - i. Except as modified by this agreement, the general employment, termination and disciplinary policies of the District apply to the Deputy Fire Chief.
  - ii. In the event the District deems it necessary to discipline the Deputy Chief, that discipline may include performance improvement or corrective action plans, reprimands, suspensions or demotion depending upon the severity of the offense or actions involved.
  - iii. If the District, for just cause considers termination or, or discipline to, the Deputy Chief, the Deputy Chief shall receive due process prior to any such action being taken.
  - iv. Upon termination for cause, the date of such termination shall be at the discretion of the District. The District shall pay the Deputy Chiefs' salary and benefits earned up to the date of termination, and all accrued but unused vacation pay, but shall have no further obligation or liability under this employment agreement.
- c. **Termination by Deputy Chiefs Resignation, Retirement, Death, or Disability.** The Deputy Chief may voluntarily retire or resign their position as the Deputy Chief with the following provisions.
  - i. The Deputy Chief shall provide, with a minimum of 30 days advanced written notice, unless such notice is waived in writing by the District.
  - ii. In the event of resignation, retirement, death or disability, the Deputy Chief (or their estate) shall receive all compensation earned prior to the resignation date together with accrued but unused vacation pay and, provided the required notice is given (if retirement or resignation), and accrued sick leave as specified in Appendix A, but shall not receive any further compensation.

**7. Outside Employment and Activities**

- a. The Deputy Chief agrees to devote full working time, attention, knowledge and skills during District working hours to the business and interest of the District and the District shall be entitled to all benefits and profits arising from work and services performed during District working hours by the Deputy Chief.
- b. Employment outside the scope of this agreement for another employer or the operation or management of any business shall not conflict with Section 7(a).
- c. The Deputy Chief is encouraged to sit on the board or governing body of charitable or public service organizations serving primarily the geographical area or citizens within the boundaries of the District provided that such activity does not interfere with the duties and responsibilities hereunder, is at no cost to the District, and that such organization has taken or takes no action or position contrary to the needs, interests and policies of the District. The Deputy Chief shall not commit or use District resources in their endeavors.
- d. The District encourages the Deputy Chief to maintain membership with local Type 3 Incident Management Teams or other nationally recognized Incident Management Teams or Organizations, and acknowledges that membership with an Incident Management Team may require the Deputy Chief to travel out of the District response area for incident management purposes.

**8. Performance Evaluation and Salary Adjustments**

- a. The Deputy Chief shall receive periodic performance evaluations consistent with the annual employee evaluation process of the District.
- b. The District is responsible for determining the content, format and timing of such performance evaluations.
- c. The Deputy Chief shall be entitled to an increase in salary effective each January 1<sup>st</sup> this employment agreement remains in force equal to the twelve month increase in the CPI-W Seattle-Tacoma-Bellevue through August of the year previous to the increase effective date. Annual increase in salary shall be no less than one percent (1%) and no greater than four percent (4%).

**9. Litigation/Defense**

- a. The District agrees to indemnify and hold the Deputy Chief harmless from any claims, demands, suits, judgements and personal liability of any kind or nature, which claims, demands, suits, judgements and personal and/or community liability arose, either directly or indirectly, out of the scope of their employment with the District, provided that actions arose out of the good-faith performance of duties.
- b. The District shall further continue to hold the Deputy Chief harmless and its obligation to indemnify the Deputy Chief shall continue after cessation of the Deputy Chiefs' employment, but only in so far as it relates back to claims,

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demands, suits, judgements and personal and/or community liability arising, either directly or indirectly, out of the scope of the Deputy Chiefs' employment.


**10. General Provisions**

- a. Except as otherwise provide herein, this agreement shall constitute the entire agreement between the parties, and shall supersede, modify and/or rescind all prior written and oral understandings and agreements between the parties hereto as to the subject of this agreement.
- b. Except where it is inconsistent with the terms hereof, the Deputy Chief shall follow all District policies, procedures, rules, regulations, general orders and directives.
- c. This agreement shall be binding upon and inure of the benefit of the heirs at law and executors of the Deputy Chief.
- d. If any provisions, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- e. Modifications of this agreement shall only be valid if made in writing and signed by the parties hereto.


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IN WITNESS WHEREOF, the DISTRICT, acting through its Board of Duly Elected Fire Commissioners has authorized the agreement to be signed and executed on this 9th day of January, 2023. The Deputy Chief has executed this agreement on the date entered below. Each party acknowledges receipt of a signed copy of this agreement.

Snohomish County Fire District 5

  
\_\_\_\_\_  
Seth Johnson, Fire Chief

Deputy Chief

  
\_\_\_\_\_  
Jim Fulcher

Approve to as Form:

  
\_\_\_\_\_  
Steve Fox, Board Chairperson

APPENDIX A  
Fringe Benefits – Deputy Chief

1. **Retirement Program.** The Deputy Chief is a member of the Washington Public Employees Retirement System 2 "PERS2" all plan contributions will be made according to Washington Department of Retirement Systems contribution rates.
2. **Medical Savings Account.** The District shall contribute the sum of \$2,100 per month to a Medical Savings Account of the Employer's choosing:
  - a. This increased payment shall be considered additional consideration for the Deputy Chiefs' performance of all Duty Officer tasks and being available to perform as Duty Officer off shift, except that is the Deputy Chief is off on any extended sick leave or disability leave exceeding 10 consecutive days in duration, such payment shall be proportionally reduced by the number of days off in relationship to 365 days.
3. **Vacation Leave.** The Deputy Chief shall be entitled to carry forth all accrued but unused Vacation Time earned prior to this agreement date, while working for the District. Additionally, the Deputy Chief shall be entitled to accrue 8 hours of paid Vacation Time per month, not to exceed 192 hours at the end of the calendar year.
4. **Holiday Leave.** The Deputy Chief will be granted the following holidays:

January 1 <sup>st</sup>	New Years Day
3 <sup>rd</sup> Monday in January	Martin Luther King Jr.'s Birthday
3 <sup>rd</sup> Monday in February	Presidents Day
Last Monday in May	Memorial Day
June 19 <sup>th</sup>	Juneteenth
July 4 <sup>th</sup>	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11 <sup>th</sup>	Veterans Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Day after Thanksgiving
December 24 <sup>th</sup>	Christmas Eve
December 25 <sup>th</sup>	Christmas Day

If any of the above listed Holidays should fall on the Deputy Chiefs scheduled day off, or during the Deputy Chiefs Battalion Shift, the holiday should be taken off when manpower allows.

5. **Paid Sick Leave.** The Deputy Chief shall be entitled to carry forth all accrued but unused Paid Sick Leave earned prior to this agreement date, while working for the District. Additionally, the Deputy Chief shall be entitled to accrue eight (8) hours of Paid Sick Leave per month.

- a. Paid Sick Leave may be used for the Deputy Chiefs' own sickness, dental appointments, or medical appointments. It may also be used for the sickness, dental appointments, or medical appointments of the Deputy Chiefs' immediate family, defined as the Deputy Chiefs' child, spouse, parent, parent-in-law or grandparent in accordance with RCW 49.12.265-295.
  - b. Up to five days (40 hours) of sick leave may be used for bereavement purposes with the approval of the Fire Chief.
  - c. Unused accrued sick leave may be carried over with a maximum accrual of 1,000 hours. The Deputy Chief may sell back sick leave to the District at a rate of two paid sick leave hours for one hour of straight time if the Deputy Chief employment ends under Section 5(c), 6(a) or 6(c).
6. **Jury Duty and Witness Service.** If the Deputy Chief is called for jury duty or is subpoenaed as a witness in a case, to which the Deputy Chief is not a party, the Deputy Chief shall be paid during the absence. Such pay shall not exceed 80 hours per calendar year. The Deputy Chief shall endorse to the District any amount of jury or witness fees (exclusive of mileage) the Deputy Chief is paid.
  7. **District Vehicle.** The District shall provide an automobile, clearly marked in compliance with RCW 46, for the official use of the Deputy Chief. The Deputy Chief shall have use of this vehicle 24 hours a day, seven days a week during after-hours Battalion coverage shifts to accomplish the job requirements of the position. When the Deputy Chief is not assigned to an after-hours Battalion shift, the Deputy Chief shall be allowed to use the District vehicle to drive to and from work and to respond to emergencies, as authorized, which may also include some de minimis personal use when traveling to or from work or between assignments. The Deputy Chief shall maintain any District vehicle used in a safe, sound, and presentable conditions.
  8. **Uniform.** The District shall provide the Deputy Chief with all necessary personal protective equipment and uniforms, along with the maintenance of those garments to include repair, cleaning, alteration and replacement.
  9. **Cellular Phone 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.
  10. **Professional Development.** The District agrees to pay necessary and reasonable travel and other expenses for the Deputy Chiefs professional development.