

ORIGINAL

Employment Agreement
between
Snohomish County Fire District #5
and
Seth Johnson

This Employment Agreement is made by and between Snohomish County Fire District #5 "District", a municipal corporation, and Seth Johnson "Fire Chief" to become effective on April 1st, 2024.

WHEREAS, it is the desire and intent of both parties to put into writing the terms and conditions of employment of the Fire 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 Fire 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 Fire Chief and District agree as follows:

1. Employment

- a. The District hereby agrees to and does employ the Fire Chief as set forth herein, and the Fire Chief accepts such employment, subject to the terms and provisions of this employment agreement.
- b. The Fire 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 Fire Chief shall perform such services for the District as directed by the Board of Fire Commissioners 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.
- b. The Fire Chief shall perform all duties established in the job description of the position of Fire 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 Fire 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 Fire Chief job position description. The District shall provide the Fire Chief with the cooperation and resources necessary to exercise such authority.

3. Hours of Work

- a. The Fire Chief is expected to devote a minimum of forty hours per week to performing the administrative and program management duties assigned to the position.
- b. The Fire 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 or as authorized in Resolution 2022-09.
- c. The Fire Chief may be called upon to respond to after-hours emergency events to provide incident command, agency coordination or other emergency response or emergency management functions. The parties agree that the Fire 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 Fire Chief under this agreement, the District shall pay the Fire Chief an annual salary of \$167,916 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 Fire Chief shall receive the benefits as set forth in Appendix A.

5. Term

- a. The **Initial Term** of this employment agreement shall commence upon April 1st, 2024, "Effective Date", and continue in force until December 31st, 2026, 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 Fire Chief 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 Fire Chief with written notice a minimum of 90 days prior to the expiration of the term. The decision of whether to renew the agreement shall be in the sole discretion of the District. In the event of an agreement Non-Renewal, the Fire 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 Fire Chiefs employment under this agreement without cause and without advanced notice, provided:
 - i. The District shall pay the Fire Chief liquidated damages in the amount equal to the Fire Chiefs' salary at the rate in effect at the time of the notice of termination, for a period of six months from the date of the notice of termination.
 - ii. The Fire 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 Fire 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 Fire Chief.
 - ii. In the event the District deems it necessary to discipline the Fire 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 of, or discipline to, the Fire Chief, the Fire 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 Fire 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 Fire Chiefs' Resignation, Retirement, Death, or Disability.** The Fire Chief may voluntarily retire or resign their position as the Fire Chief with the following provisions.
 - i. The Fire Chief shall provide the District with a minimum of 30 days advanced written notice of resignation or retirement, unless such notice is waived in writing by the District.
 - ii. In the event of resignation, retirement, death or disability, the Fire 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 Fire 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 Fire Chief. This does not include special duty assignments.
- 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 Fire 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 Fire Chief shall not commit or use District resources in their endeavors.
- d. The District encourages the Fire 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 Fire Chief to travel out of the District response area for incident management purposes.

8. Performance Evaluation and Salary Adjustments

- a. The Fire 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 District Board of Commissioners shall be authorized to issue increases to the annual compensation listed in Article 4, based upon the successful completion of employment performance evaluations.

9. Litigation/Defense

- a. The District agrees to indemnify and hold the Fire 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 Fire Chief harmless and its obligation to indemnify the Fire Chief shall continue after cessation of the Fire Chiefs' employment, but only in so far as it relates back to claims, demands, suits, judgements and personal and/or community liability arising, either directly or indirectly, out of the scope of the Fire Chiefs' employment.

10. General Provisions

- a. Except as otherwise provided 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 Fire 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 Fire 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.

11. Other Governance

- a. In the event of a change in governance of the District, including but not limited to, consolidation, annexation or regional fire authority, the Fire Chief shall be made whole for the full term of this agreement.


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 11th day of March, 2024. The Fire 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

Fire Chief



Steve Fox, Fire Commissioner



Seth Johnson

3/11/2024

Date



Kelly Geiger, Fire Commissioner



Deborah Chase, Fire Commissioner

ATTEST:



Cathy Barth, Board Secretary

APPENDIX A
Benefits – Fire Chief

1. **Medical Insurance.** The District shall provide medical, dental, and vision insurance coverage, as well as life insurance coverage, equivalent to that received by the represented employees of the District.
2. **Medical Savings Account.** The District shall contribute the sum of \$250.00 per month to a Medical Savings Account of the Employer's Choosing.
3. **Retirement Program.** The Fire Chief is a member of the Washington Law Enforcement Officers and Fire Fighters Retirement System Plan 2 "LEOFF2". All plan contributions will be made according to Washington Department of Retirement Systems contribution rates.
4. **Employer Pension Contribution.** The District shall contribute the sum of \$500.00 per month to the Washington State 457 Deferred Compensation Plan.
5. **Vacation Leave.** The Fire 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 Fire Chief shall be entitled to accrue 14 hours of paid Vacation Time per month, not to exceed 336 hours at the end of the calendar year.
6. **Holiday Leave.** The Fire Chief will be granted the following paid holidays:

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

If any of the above listed Holidays should fall on the Fire Chiefs scheduled day off, or when the Fire Chief is covering a Battalion Shift, the holiday should be taken off when manpower allows within two weeks following the holiday.

7. **Paid Sick Leave.** The Fire 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 Fire Chief shall be entitled to accrue eight (8) hours of Paid Sick Leave per month.

- a. Paid Sick Leave may be used for the Fire Chiefs' own sickness, dental appointments, or medical appointments. It may also be used for the sickness, dental appointments, or medical appointments of the Fire Chiefs' immediate family, defined as the Fire Chiefs' child, spouse, parent, parent-in-law or grandparent in accordance with RCW 49.12.265-295.
 - b. Up to four days (40 hours) of sick leave may be used for bereavement purposes.
 - c. Unused accrued sick leave may be carried over with a maximum accrual of 1000 hours. The Fire 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 Fire Chief employment ends under Section 5(c), 6(a) or 6(c).
8. **Jury Duty and Witness Service.** If the Fire Chief is called for jury duty or is subpoenaed as a witness in a case, to which the Fire Chief is not a party, the Fire Chief shall be paid during the absence. Such pay shall not exceed 80 hours per calendar year. The Fire Chief shall endorse to the District any amount of jury or witness fees (exclusive of mileage) the Fire Chief is paid.
9. **District Vehicle.** The District shall provide an automobile, clearly marked in compliance with RCW 46, for the official use of the Fire Chief. The Fire Chief shall have use of this vehicle 24 hours a day, seven days a week to accomplish the job requirements of the position. The Fire 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 Fire Chief shall maintain any District vehicle used in a safe, sound, and presentable condition.
10. **Uniform.** The District shall provide the Fire Chief with all necessary personal protective equipment and uniforms, along with the maintenance of those garments to include repair, cleaning, alteration and replacement.
11. **Cellular Phone Usage.** The Fire 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.
12. **Professional Development and Tuition.** The District agrees to pay necessary and reasonable travel and other expenses for the Fire Chief's professional development, including tuition at an accredited institution of higher learning for the following purposes and on the following terms and conditions:
 - a. All courses being reimbursed must be related to a Fire Service Chief Officers' duties. This may be determined by consulting with the Board of Commissioners before enrolling in the course.
 - b. All reimbursed courses shall be intended to improve the Fire Chief's effectiveness and efficiency as a Chief Officer.
 - c. The District reserves the right to limit the annual reimbursement expenditure after considering the wishes of the Chief and the needs of the District.