

ASSISTANT CHIEF EMPLOYMENT AGREEMENT

This Employment Agreement is entered into on the 25th day of NOVEMBER, 2021, by and between Snohomish County Fire District No. 5 ("District") and Seth Johnson ("Assistant Chief") concerning the position of Assistant Fire Chief. The District agrees to employ the Assistant Chief, and the Assistant Chief agrees to be employed, subject to the following terms and conditions:

1. Effective Date. The effective date of this Agreement shall be DECEMBER, 27, 202¹⁹. This Agreement shall be for the fixed term of 2022, 2023 and 2024, and in addition those days before January 1, 2022, which Seth Johnson shall be employed by the District, if any, during those days. This Agreement shall expire at the end of business on December 31, 2024.

2. Salary. The Assistant Chief's salary shall be, commencing the first day of his employment, Twelve Thousand Five Hundred Dollars (\$12,500.00) per month, One Hundred Fifty Thousand Dollars (\$150,000.00) annually. The Assistant Chief shall be entitled to an increase in salary effective January 1, 2023, and again on January 1, 2024 by a percent equivalent to the 12-month increase in the Seattle/Tacoma/Bremerton CPI-W through August 2022, and again through August 2023, provided, however, that such increase(s) shall not be less than one percent (1%) nor more than three and three-quarters percent (3.75%).

3. Duties and Responsibilities. The Assistant Chief shall perform any and all duties as may be assigned by the Fire Chief and the Board of Commissioners of the District. The Assistant 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 Assistant 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 Assistant 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 Assistant Chief will typically maintain an office presence of four (4) ten (10) hour days. It is recognized that the Assistant 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 Assistant Chief's job duties. The Assistant 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 Assistant Chief may take vacation in full or half day increments. The Assistant Chief's vacation account shall be debited five (5) hours for half days and ten (10) hours for full days. The Assistant Chief shall be paid for any unused accumulation of vacation time when he is permanently separated from employment (resignation, death, retirement, layoff or discharge.); provided, however, such payment/accumulation may not exceed an amount equal to that which was accumulated in the previous two (2) year period and unused; provided, however, that should separation occur within a two (2) year period of the date of this Agreement, then all such accumulated and unused vacation time shall be paid to the Assistant Chief. 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.

7. Sick Leave. The Assistant 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 Assistant Chief is on paid status. However, upon termination by the District of the Assistant Chief's Contract of Employment, and/or upon fulfillment of the three (3) year term of this Agreement, the District shall pay the Assistant Chief a sum equal to Fifty percent (50%) of the value of his accrued sick leave.

8. Automobile. The Assistant Chief shall be assigned a District owned vehicle, which shall be used at all times when on official District business, when on response, when on ready standby, or when otherwise required to remain in communication. Furthermore, such automobile may be used by the Assistant Chief for transportation between his home and any assignment, emergency, station or District Headquarters. The Assistant Chief shall be available to the District at all times as otherwise needed. The District maintains a zero tolerance policy regarding the use of alcohol or drugs while operating a District vehicle. District vehicles are not to be operated by other than District personnel.

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 Five Hundred Dollars (\$500.00) per month to the Washington State 457 Deferred Compensation Plan (DCP).

10. Medical/Dental/Life Insurance Coverage. 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.

11. Holidays. Holidays shall be observed on the dates designated by Snohomish County as legal holidays. Although the Assistant Chief will normally not be required to maintain an office presence on holidays, it may be necessary that the Assistant 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 Assistant Chief, parents or step parents, brothers, sisters, grandchildren, grandparents of the Assistant Chief, and those of the Assistant Chief's spouse) of the Assistant Chief, the Assistant 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 Assistant Chief in the performance of his duties.

14. Cellular Telephone Usage. The Assistant 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/Tuition. The District agrees to pay necessary and reasonable travel and other expenses for the Assistant 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 Officer's duties. This may be determined by consulting with the Fire Chief or the Board of Commissioners before enrolling in the course.

B. All reimbursed courses shall be intended to improve the Chief Officer'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.

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

17. Agreement Extension. This employment agreement will 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 Board of Fire Commissioners provides written notice to the Assistant Chief of its intent not to renew at least 90 days prior to the expiration of such Initial or Extended Term provided, however, that should the District determine that cause exists for termination of this Contract, notice to the Assistant Chief of such, and termination, may occur at any time. The Assistant Chief shall have no property rights to a renewal of this agreement, and any renewal decision shall be at the sole discretion of the Board of Fire Commissioners.

18. Dispute Resolution. Should a dispute occur between the Assistant Chief and the District concerning the terms of this Agreement, the Assistant Chief shall have a right to present such to the Board of Commissioners for determination/resolution. Should

there still be a dispute that is unresolved to the satisfaction of the parties after such presentation to the Board of Commissioners, the Assistant Chief may seek arbitration following and incorporating the Rules of Snohomish County Mandatory Arbitration to resolve such dispute.

19. Litigation/Defense. In the event the Assistant 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.

20. Anticipated Promotion to Chief. It is anticipated by both the Assistant Chief and the District that should the Assistant Chief's performance be satisfactory, the District will seek to promote the Assistant Chief to the position of Chief of the District. The hiring process was instituted with that in mind, and the interview process was instituted with that in mind also. Upon any such promotion, the terms of this Agreement shall remain the same, with the exception that the Fire Chief of the District shall then report to the Board of Commissioners of the District.

21. 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 Assistant 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.

22. Resignation. The Assistant Chief shall provide 120 days advance written notice of his resignation. Should such notice not be provided, then the District shall only be obligated to pay the Assistant Chief a sum equal to twenty-five percent (25%) of the value of his accrued sick leave.

23. 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 Assistant Chief shall be made whole for the full term of this Agreement.

SNOHOMISH COUNTY FIRE DISTRICT NO. 5:

Commission Chairman Steve Fox

Date

Commissioner Kelley Geiger

Date

Commissioner Brian Cople

Date

M. Halverson

Fire Chief Merlin Halverson

11/23/21

Date

EMPLOYEE:

[Signature]

SETH JOHNSON Printed Name

11/23/2021

Date

Approved by the Board of Five Commissioners at a regular meeting on 11/22/2021. The document was signed on behalf of the Board by chief Halverson as authorized by Resolution 2000-01 and as directed by the Board.