

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this 15th day of November, 2010 by and between South King Fire & Rescue (King County Fire Protection District #39) hereinafter referred to as the "Department," and Allen D. Church, hereinafter referred to as "Employee."

FOR AND IN CONSIDERATION of the mutual benefits to be derived, the parties do hereby agree as follows:

SECTION 1: Employment

The Department hereby agrees to continue Employee's employment as its Fire Chief/Administrator, and Employee hereby accepts such employment, subject to the terms and provisions of this Employment Agreement.

FURTHER, employee hereby agrees to maintain his residence within the department's boundaries and maintain involvement as an active member of the community.

SECTION 2: Duties

- A. The Department shall provide Employee the authority, cooperation and resources necessary for Employee to accomplish the job responsibilities described in this Section 2.
- B. Employee shall perform all duties as Fire Chief/Administrator as may be assigned from time to time by the Board of Commissioners of the Department.
- C. The position of Fire Chief/Administrator is the highest-ranking Executive Management position in the Department. This position requires high level attention to and successful management of operations, finance, personnel and inter-agency cooperation. The position is ultimately responsible for all issues relating to the operations of the Department, with the exception of policy issues that are the exclusive province of the Board of Fire Department Commissioners.
- D. Fire Chief/Administrator shall be synonymous with "Fire Chief" regarding the on-scene management and delivery of fire suppression and emergency medical services.
- E. Employee acknowledges that in addition to his duties as set out in Section 2, A through D above, he shall also be required to attend certain evening and weekend meetings, including all Department Board Meetings and study sessions, unless otherwise excused by the Board of Commissioners of the

Department. Said meetings are an integral part of the duties of the position of Fire Chief/Administrator and they have been and are included in the compensation to be paid the Employee.

SECTION 3: Commencement of Employment - Term

This contract shall be effective on January 1, 2011. The term of this contract shall be for a period of eight (8) years from January 1, 2011 through December 31, 2018 unless this agreement is terminated by the Department or the Employee as hereinafter provided, or extended by mutual agreement.

SECTION 4: Salary/Performance Appraisal

- A. The base salary of the Employee effective January 1st, 2011, shall be the sum of \$169,454.16 per year (frozen in 2011 at the 2010 level). The Department shall pay this sum, and any future increases, in accordance with the normal and usual procedures for payment of employees, including but not limited to applicable longevity pay. The annual salary may be increased in connection with the Performance Appraisal process outlined in subparagraph 4(B), and this agreement (Section 4A) may be amended at that time.
- B. At the end of each twelve (12) calendar months of the term of this Agreement, the Department's Board of Commissioners shall prepare a written performance appraisal of Employee's job performance and conduct a salary review covering the preceding twelve (12) months. The performance appraisal and salary review shall become valid when presented to and discussed with the Employee. Said performance appraisal and salary review conference shall provide an opportunity for Employee to respond to the appraisal and shall include the written, mutually agreed upon definition of Employee's job-related goals and objectives for the subsequent appraisal period.

SECTION 5: Continuing Education

- A. The Department encourages Employee to obtain additional management training, and to continue working towards an advanced educational degree, and will provide the necessary time off from regular duties and will pay for the reasonable expenses, upon approval of Board of Commissioners.

SECTION 6: Benefits

- A. VACATION: Employee shall be allowed a maximum of five (5) weeks of vacation time each year. At the end of each calendar year, Employee shall not carry forward more than five (5) weeks of accrued vacation, not to exceed a maximum of ten (10) weeks of accrued vacation.

- B. SICK LEAVE: The Department shall continue to provide sick leave benefits in accordance with the benefits and cash outs as provided to all other administrative employees of the Department.
- C. HOLIDAYS: The Employee shall be entitled to paid Holidays as established for other administrative employees of the Department.
- D. GROUP MEDICAL AND DENTAL INSURANCE: The Department shall continue to provide, at no cost to the Employee during the term of this Agreement, group medical and dental insurance coverage for Employee and Employee's eligible, enrolled dependents consistent with such plan(s) maintained for other non-uniformed employees of the Department. In addition, the Department agrees to provide medical and dental coverage from the Employee's date of retirement until Employee reaches his 65th birthday. This provision is only in affect if Employee continues employment with the Department until his 60th birthday. The Department also agrees to annually review and explore potential post-age 65 medical coverage options.
- E. GROUP TERM LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D): The Department shall continue to provide at no cost to Employee during the term of this Agreement, group term life insurance and group accidental death and dismemberment insurance. Said group term life insurance coverage shall be equivalent to one (1) times the Employee's annual salary.
- F. DEFERRED COMPENSATION PLAN: Employee shall continue to be eligible to participate in the Department-sponsored Deferred Compensation Plan. The Department's maximum monthly contribution shall be \$250 per month.
- G. DEPARTMENT RETIREMENT PLAN: The Employee shall continue to be eligible to participate in the Washington State LEOFF II Retirement.
- H. VEHICLE: The Department shall provide and maintain a vehicle for use by the Employee in the conduct of the Department's business activities. In the event of termination of employment for any reason, the Department shall take immediate possession of said Department-provided vehicle.
- I. BUSINESS TRAVEL AND EXPENSES: Employee shall be reimbursed for actual and reasonable expenses for all business and travel authorized by the Department. In addition, the employee shall be compensated \$500.00 for each occurrence of out-of-state travel that requires one or more overnight stays away from Employee's primary residence. Said reimbursement shall be made in accordance with the Department's established policies and procedures.
- J. CLOTHING ALLOWANCE: The Employee, in addition to department issue uniforms, shall receive \$2,500 annually for professional attire (Note: the Fire

Chief/Administrator has agreed to waive this provision in 2011 only).

- K. MEMBERSHIPS: The Department shall pay Employee's membership dues and allowable expenses for participation in professional and community organizations and the purchase of related publications, as authorized by the Department.
- L. OUTSIDE EMPLOYMENT: Employee shall not engage in outside employment during the term of this Agreement without the prior written authorization of the Board of Commissioners.

SECTION 7: Termination of Employment

- A. If the Department implements any form of discipline including suspension or termination of Employee, such action(s) by the Board of Commissioners of the Department shall be in accordance with the policies and procedures of the Department in effect at the time such action is implemented.
- B. By Department: Although Employee has committed to continue his employment with the Department until December 31st, 2018 through mutual agreement, it is recognized by the Department and the Employee that this Agreement is an Agreement for personal services. Employee acknowledges that the Department may terminate him without cause during the term of this Agreement. In the event the Department elects to terminate Employee prior to the expiration of this Employment Agreement for reasons other than for cause, Employee shall be entitled to twenty-four months' severance pay.

Severance pay shall be made on a monthly or salary continuation basis unless otherwise mutually agreed to between the Department and the Employee. Accrued but unused vacation time shall be payable to the Employee in addition to severance pay, at the time of separation

- C. By Employee - In the event that Employee elects to terminate his employment with the Department prior to December 31st, 2018, Employee shall provide the Department with not less than ninety (90) days written notice in order to provide the Department a reasonable opportunity to find a replacement, unless waived by a majority of the Board of Fire Commissioners.

SECTION 8: Renewal of Employment Agreement

This Employment Agreement may be renewed by the mutual written agreement of the Department and Employee.

SECTION 9: General Provisions

- A. This Agreement constitutes the entire Agreement between the Department and Employee and both parties acknowledge there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.
- B. The parties further agree that this Agreement shall not be amended or modified without the written concurrence of both parties.
- C. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, either party shall have the right, at its option, to declare such provision(s) or portion(s) of the Agreement to be void. Thereafter the parties agree to enter into negotiations for the execution of new or revised provision(s) or portion(s) in order to bring the Agreement into conformance with the appropriate law. Any provision within this Agreement not declared void shall remain in effect and enforceable.
- D. This Agreement shall be binding on any successors of the Department and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any consolidation, merger, annexation, unincorporation, incorporation, transfer or assignment of the Department or its successor(s) or by any change geographically or otherwise in the location of place of business of the Department or its successor(s).
- E. In the event of a claim brought by either party regarding the breach, validity of enforceability of any portion of this Agreement, the matter will be resolved by arbitration. Such arbitration shall be conducted pursuant to the rules of the American Arbitration Association ("AAA"). In selection of an arbitrator, the parties agree to limit any list to members of the American Academy of Arbitrators who reside in the Pacific Northwest. The prevailing party shall be entitled to reasonable attorney's fees.
- F. There shall be an annual review of this contract by both parties prior to the annual budget process in October of each year. During the review process, articles of this contract may be open for negotiations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be signed and executed as of this 15th day of November 2010.

South King Fire & Rescue (King #39)

William T. Gates
Chair - Board of Commissioners

11-19-10
Date

Attest:

Lauri W. Perry
Executive Assistant
Title

[Signature]
Allen D. Church, Employee

11/15/2010
Date

Employee hereby acknowledges that he has had the opportunity to review this Agreement with an attorney of his own choosing and that he executes the same knowingly, voluntarily, and with full awareness of the consequences of the same.

[Signature]
Allen D. Church, Employee

11/15/2010
Date