

SOUTH KING

FIRE & RESCUE



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August 19th, 2015

To: Fire Commission Board Chair Bill Gates
Fire Commission Vice Chair James Fossos
From: Fire Chief/Administrator Allen D. Church, EdD.
Re: Modification of Current Personal Services Contract

In light of the upcoming change occurring on the Board of Fire Commissioners as we head into 2016, and to alleviate what has mistakenly and unfairly become a hot topic in the realm of political bantering, I am willing to make the following unilateral change to my personal services contract **effective September 1st, 2015**:

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 as provided to the other Chief Officers of the Department.

This alteration to my Personal Services Contract returns the severance pay portion to that which is afforded to the other Chief Officers within the fire district should a majority of the Board of Fire Commissioners determine it is time for a change in the position of Fire Chief/Administrator. The need and rationale to have severance pay established at twenty four (24) months no longer exists.

Thank you for your ongoing support and governance on the Board of Fire Commissioners. This modification of Section 7 of the Personal Services Contract is provided unilaterally, with the remainder of the contract remaining intact as previously agreed and implemented. I look forward to continuing to lead our great department as we head into 2016!!!