

KLICKITAT COUNTY FIRE DISTRICT 3

200 Husum Street, Husum, WA 98623

Special Meeting

Thursday April 21th 2016

Minutes

**The Commissioners of KCFD3 held a meeting
Regarding the contract for the position of Fire Chief.**

- Call to order 17:11
- **Approval of agenda: Motion to approve the agenda made by Commissioner Connor, seconded by Commissioner Montag. (3 yay, 0 nay).**
- **Attendance:** Commissioner Zoller, Commissioner Connor, Commissioner Montag, Secretary Plumb, Chief Virts, Robert Merritt (MHC Associates).

- **EXECUTIVE SESSION: –RCW 42.30.110(1)(g) To evaluate the qualifications of an applicant for public employment** or to review the performance of a public employee. However, subject to **RCW 42.30.140(4)**, discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

Recessed at 17:12. Announced to reopen public meeting at: **18:15**

18:15 - Additional time required until 19:15.

19:15

20:15 Reopened public meeting.

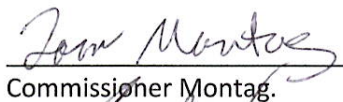
- **Employment Agreement: Motion to approve contract for Fire Chief as written made by Commissioner Connor, seconded by Commissioner Montag. (3 yay, 0 nay).**
- **Adjourn:**
Motion to adjourn the special meeting made by Commissioner Montag, Seconded by Commissioner Connor (3yay, 0 nay).
- **Meeting Adjourned 20:16.**


APPROVED BY:

Attest:


Chairman - Commissioner Zoller. 5/12/16
(date)


District Secretary Rozalind Plumb


Commissioner Montag. 5/12/16
(date)


Commissioner Connor 5-12-16
(date)

EMPLOYMENT AGREEMENT
Between
Klickitat County FIRE PROTECTION DISTRICT NO. 3
And
WESLEY LONG

This Employment Agreement ("Employment Agreement") is made by and between Klickitat County Fire District #3, a municipal corporation (the "Fire District"), and WESLEY LONG (the "Fire Chief") to be effective upon **May 1st, 2016**.

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

1. Employment.

- 1.1. The Fire District hereby agrees to and does employ the Fire Chief as set forth herein, and the Fire Chief hereby accepts such employment, subject to the terms and provisions of this Employment Agreement.
- 1.2. The Fire Chief is designated as an Executive Exempt employee under the Fair Labor Standards Act ("FLSA") and shall establish work hours in accord with the provisions of Section 6.
- 1.3. As a condition of employment, the Fire Chief shall, within 6 months of the Effective Date of this Agreement, establish and maintain the Fire Chief's primary residence and domicile within the geographical boundaries of the Fire District, or within 14 driving minutes of Station 31. Failure to comply with this condition shall be deemed a voluntary resignation in accord with Section 13.1 which resignation shall be effective upon the date of such failure.

2. Term.

- 2.1. The initial term ("Initial Term") of this Employment Agreement shall commence upon **May 1st, 2016** "Effective Date," and shall terminate upon December 31st 2016. 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 District Board of Commissioners provides written notice to the fire Chief of the Board's intent not to renew at least ninety days prior to the expiration of such Initial or Extended Term.
- 2.2. The Fire 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 Board of Commissioners and may be made for any reason with or without cause.

3. Duties and Authority.

- 3.1. The Fire Chief shall assume the duties of Fire Chief of the District. 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, as set forth in a *Fire Chief*

Position Description. The Fire District shall provide the Fire Chief with the cooperation and resources necessary to exercise such authority.

- 3.2. The Fire Chief is encouraged to engage in public speaking and other public outreach opportunities for the purpose of educating the public as to the services and programs provided by the Fire District, promoting public safety, and creating good public understanding of the use of public funds.
 - 3.3. The Fire Chief shall participate in direct emergency response as the emergent situation and his other duties demand and permit.
 - 3.4. The duties, responsibilities and authority assigned and granted to and assumed by the Fire Chief may, from time to time, be modified by the Board of Commissioners at the Board's sole discretion.
 - 3.5. The Fire Chief shall recommend for consideration to the Board of Commissioners persons for employment and dismissal. The Board retains sole approval and authority to make all hiring, termination and promotional decisions for all paid employees. The Fire Chief has authority to add and dismiss volunteer members. Promotions shall be in accordance with District policy.
4. Relationship with Other Emergency Response Jurisdictions.
 - 4.1. The Fire Chief is encouraged to establish professional relationships with other emergency response jurisdictions and may assist such other jurisdictions in a limited manner in training, consulting and operational functions consistent with any cooperative/regional agreements to which the Fire District is or will become a party.
 - 4.2. The Fire Chief shall regularly consult with other Fire Departments and shall make diligent efforts to jointly meet with the Fire Chiefs of such Fire Departments at least quarterly to discuss matters of mutual interest to such Fire Departments.
5. Compensation.
 - 5.1. The Fire Chief's annual salary shall begin at **\$73,000.⁰⁰** as may be adjusted from time to time as set forth in Section 12 herein below and shall be payable on such dates as are consistent with common payroll practices for the Fire District as established from time to time.
6. Hours of Work and Leave.
 - 6.1. The position of Fire Chief may involve long and unpredictable hours likely resulting in an average work week of more that forty (40) hours.
 - 6.2. The continuing objectives of the Fire District will be best accomplished if the Fire Chief has a flexible work schedule. The Fire Chief is expected to be on duty and present during most business days, with an established schedule where the Fire Chief shall be in the fire district office generally three consistent days per week and whenever the needs of the Fire District require or demand but shall otherwise be free to determine the Fire Chief's own work schedule. In making such determination, the Fire Chief shall use the good, sound and reasonable judgment

of a Fire Chief executive officer considering the needs of the Fire District, the Fire Chief's needs, and the practice in similar Fire District jurisdictions.

- 6.3. It is understood that it may frequently be necessary for the Fire Chief to be on duty and present during weekends, holidays and evenings.
- 6.4. It is presumed that the Fire Chief shall be entitled to "off-duty" time, consistent with good judgement and the needs of the Fire District. The Fire Chief shall be provided with a bank of "Annual Leave" each January 1st in accordance with Fire District policy. Said Annual Leave shall be a compilation of vacation time, sick leave, bereavement leave and any other leave benefits defined in Fire District policy.
- 6.5. The Fire Chief shall not accrue Annual Leave beyond the year it was issued except for populating the Disability Leave Bank per Fire District policy. Annual Leave not taken shall not have any monetary value after the year of accrual or when transferred to the Disability Leave Bank.
- 6.6. It is the desire of the Fire District that the Fire Chief be 'on duty' during peak activity times and use of Annual Leave should reflect that need.

7. Relationship with the Board of Fire Commissioners.

- 7.1. As used in this Employment Agreement, the term Fire District shall, as the context requires, also refer to the elected Board of Commissioners of the Fire District "Board."
- 7.2. The Fire Chief and the Fire District Secretary shall confer and jointly prepare agendas for the Board of Commissioner meetings.
- 7.3. The Fire Chief shall regularly attend Board meetings and be prepared to and shall provide information and technical advice concerning Fire District matters as may be requested by the Board.
- 7.4. The Fire Chief shall keep a "Follow Up" matrix with items, information, projects and requests which the Board have directed the staff to accomplish.
- 7.5. The Fire Chief shall develop and provide a monthly report to the Board addressing the activities and progress of the Fire District.
- 7.6. The Fire Chief may consult with and provide information concerning Fire District matters to individual members of the Board, from time to time, as the Fire Chief determines or as the Board directs.

8. Equipment and Expenses.

- 8.1. The Fire District shall cause to be furnished all required personal protective clothing and equipment for use by the Fire Chief according to Fire District policy under the quartermaster system.

- 8.2. The Fire District shall purchase or reimburse the Fire Chief for the purchase and maintenance of appropriate uniforms and work clothing in accordance with Fire District policy under the quartermaster system.
 - 8.3. The Fire Department will provide a command vehicle which shall be used according to Fire District policy.
 - 8.4. On occasion, and when reasonable, the Fire Chief may use a personal vehicle for Fire District business for which use the Fire District will reimburse to the Fire Chief the then current standard mileage reimbursement rate as determined by the Internal Revenue Service. Any amount so paid shall be deemed reimbursement for fuel, insurance, maintenance, mechanical repairs, glass and other damage repairs together with all other costs associated with such vehicle. The Fire Chief shall maintain insurance upon such vehicle, as would be prudent, and shall be solely responsible for all damage, of any nature. The Fire Chief shall maintain any vehicle so used in a safe, sound and presentable condition.
 - 8.5. The Fire District shall not provide a cellular telephone or service to any employee or member of the Fire District. However, the Fire District will reimburse the Fire Chief for work related use of the Fire Chief's personal cellular phone service up to \$60.⁰⁰ per month.
 - 8.6. The Fire District shall pay or reimburse to the Fire Chief all approved, reasonable costs and expenses incurred by the Fire Chief in the performance of the Fire Chief's duties provided that any foreseeable extraordinary costs and expenses shall require the prior approval of the Board, in accordance with Fire District policy.
 - 8.7. The Fire District shall pay or reimburse the Fire Chief for dues and costs associated with approved memberships in professional organizations and attendance at meetings or conventions in accordance with the Fire District budget.
9. Health and Welfare Benefits.
 - 9.1. The Fire District shall pay the portion of the premiums as is consistent with general Fire District policy for employee benefits in the amount of \$575.⁰⁰ per month toward a Washington Fire Commissioners approved health and dental plan.
10. Retirement.
 - 10.1 The Fire Chief shall be a participant in the State of Washington Law Enforcement Officers' and Fire Fighter's Plan 2 pension plan and the Fire District shall pay the employers portion of such premiums.
11. Professional Relationships and Development.
 - 11.1. The parties agree that continued professional development is a necessary and important part of meeting the obligations of the position of Fire Chief, and the Fire Chief agrees to remain active in pursuit of training and professional education and development.
 - 11.1. Outside training and education, as approved by the Fire District, will be provided through the

normal training, travel and education budgets.

12. Performance Evaluation and Salary Adjustments.

12.1. The Board shall provide the content and format of periodic evaluations of the Fire Chief's performance ("Performance Evaluation"), the procedure for the preparation thereof and anticipated pay incentives and increases.

12.2. A Performance Evaluation of the Fire Chief shall examine the performance of the entire Fire District, including without limitation, quality of training, quality of service, safety record, regulatory compliance, financial results, recruitment, and effectiveness of command structure, public relations, and intergovernmental relations. It shall also examine the Fire Chief's leadership, general professional growth and such other matters.

12.3. A Performance Evaluation shall be prepared as and when the Board shall determine but shall be scheduled by the Fire Chief. During the initial year of employment, evaluations shall be quarterly; year two-- bi-annual; and every year thereafter no less than annual.

12.4. It is understood and agreed that the Fire Chief's salary will, from time to time, be adjusted. Upon completion of a Performance Evaluation, the Board shall determine the appropriateness of any salary adjustment considering the results of the Performance Evaluation, changes in the cost of living, general economic conditions, financial condition of the Fire District and such other factors as the Board deems appropriate.

13. Termination by Fire Chief's Resignation, Death or Disability.

13.1. The Fire Chief may voluntarily resign. Upon voluntary resignation by the Fire Chief, the Fire District shall pay the Fire Chief Salary and benefits earned prior to the date of resignation.

13.2. If, in the reasonable opinion of the Board, the Fire Chief becomes unable to perform substantially all of the duties and services required of the Fire Chief under this Employment Agreement because of physical or mental illness or incapacity for a period of sixty (60) days in the aggregate during any twelve (12) month period, the Fire District has the authority to require a fitness for duty physical. Upon ten (10) days written notice to the Fire Chief, the Board may terminate this Employment Agreement which termination shall be effective upon the date specified in such notice. Upon such termination the Fire District shall pay the Fire Chief Salary and benefits earned prior to the date of termination and shall have no further obligation or liability under this Employment Agreement.

14. Termination Without Cause.

14.1. The Fire District may terminate this Employment Agreement, at any time, without cause, by written notice to the Fire Chief which termination shall be effective upon the date specified by the Fire District.

14.2. The Fire District shall pay to the Fire Chief as liquidated damages and as settlement of any and

all claims in connection with such termination an amount equal to the Fire Chief's Base Salary for six (6) months.

15. Termination or Discipline for Cause.

15.1. The Fire Chief holds the highest executive, operational and administrative position in the Fire District and is, therefore, held to higher standards of performance and attitude than other employees.

15.2. Except as modified by this Agreement, the general employment, termination and disciplinary policies of the Fire District apply to the Fire Chief.

15.3. In the event the Fire District deems it necessary to discipline the Fire Chief, that discipline may include performance improvement or corrective action plans, reprimands, suspensions, reduction in pay or demotion depending upon the severity of the offense or actions involved.

15.4. If the Fire 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.

15.5. Upon termination for just cause, the date of such termination shall be in the discretion of the Fire District. The Fire District shall pay the Fire Chief Salary and benefits earned prior to the date of termination and shall have no further obligation or liability under this Employment Agreement.

16. Outside Employment and Activities.

16.1. The Fire Chief agrees to devote full working time, attention, knowledge and skills during Fire District working hours to the business and interests of the Fire District and the Fire District shall be entitled to all benefits and profits arising from work and services performed during Fire District working hours by the Fire Chief.

16.2. Employment outside the scope of this Agreement for another employer or the operation or management of any business shall not conflict with section 16.1.

16.3. During the term of this Employment Agreement, the Fire Chief shall not seek any elective office nor accept appointment to any governmental position including, without limitation, seats on any committee, board, commission, council and the like without the express written permission of the Board which permission may be withheld in the sole discretion of the Board.

16.4. The Fire Chief is encouraged to sit on the board or governing body of any charitable or public service organization serving primarily the geographical area or citizens within the Fire District provided that such activity does not interfere with the duties and responsibilities hereunder, is at no cost to the Fire District, and that such organization has taken or takes no action or position contrary to the needs, interests and policies of the Fire District. The Chief shall not commit or use Fire District resources in his endeavors.

17. Personal Records, Testing and Information.

17.1. The Fire Chief hereby consents to and will, as may be requested by the Fire District, from time to time, cooperate in the acquisition by the Fire District of the Fire Chief's driving records and with the performance of background investigations and drug testing, and fitness for duty testing.

18. Conflicts between Fire District Policy and this Employment Agreement.

18.1. In the event of any conflict between general Fire District policies, practices and procedures and this Employment Agreement, the terms of this Employment Agreement shall prevail.

19. General Provisions.

19.1. This Employment Agreement constitutes the entire agreement between the Fire District and the Fire Chief. All prior understandings, terms, or conditions are deemed merged into this Employment Agreement.

19.2. This Employment Agreement may not be changed orally, but only by agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification, or discharge is sought.

19.3. If any provision of this Employment Agreement is held to be unconstitutional, invalid or unenforceable, either party shall have the right, at its option, to declare such provision of the Agreement to be void. Thereafter the parties agree to enter into good faith negotiations for the execution of new or revised provision in order to bring the Agreement into conformance with law.

19.4. This Employment Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

19.5. The captions and headings of this Employment Agreement are for the convenience of the parties only and shall have no effect upon the interpretation or construction hereof.

19.6. No waiver by either party of any provision of this Employment Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

19.7. Time is of the essence of this Employment Agreement and of each provision hereof.

19.8. The agreements contained herein shall not be construed in favor of or against any Party, but shall be construed as if both Parties prepared this Agreement.

19.9. The Fire Chief acknowledges that he has, at all times, had the right to and availability of independent counsel of the Fire Chief's choosing with regard to this Employment Agreement whether or not the Fire Chief chose to exercise that right.

19.10. This Employment Agreement and the rights and obligations set forth herein may not be assigned.

19.11. This Employment Agreement shall be interpreted in accord with its plain meaning and

Washington State law.

IN WITNESS WHEREOF, the Fire District, acting through its Board of Commissioners has authorized the Agreement to be signed and executed on this _____ day of _____ 2016. The Fire Chief has executed this agreement on the date entered below. Each party acknowledges receipt of a signed copy of this Agreement.

Signatures:

Chair Commissioner Mark Zoller

Wesley Long

Commissioner Robert Connor

Commissioner Thomas Montag