

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 2021, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer," as party of the first part, and Frank Wagner, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Frank Wagner as Fire Chief of the City of Sedro-Woolley; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to provide a just means for terminating Employee's serviced as such time as he may be unable fully to discharge his duties due to age or disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Fire Chief of said City of Sedro-Woolley;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Frank Wagner as Fire Chief of said Employer to perform the functions and duties specified law, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.

Section 2. Term

A. The Employee serves at the pleasure of the Mayor. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.

Section 3. Suspension

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement

Section 4. Termination and Severance Pay

A. In the event Employee is terminated by the Employer before expiration of the aforesaid term of employment during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to three (3) month's aggregate salary; provided, however, that in the event Employee is terminated for just cause, or because of his conviction of any illegal act involving personal gain to him, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph. ("Just cause" shall include all matters, which constitute grounds for disciplinary action as set forth in any personal policy manual of the Employer as currently written or hereinafter amended. The provisions of any personnel policy or other written or unwritten or unwritten custom or policy regarding termination shall not apply to the Employee, except for purposes of defining "just cause".)

B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all department head Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provisions benefiting Employee herein then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provisions, as his sole and exclusive remedy for such action.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty days notice in advance, unless the parties otherwise agree.

Section 5. Disability

A. If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health-related reasons for a period of sixty (60) days beyond any accrued sick leave, Employer shall have the option to terminate this agreement, without payment of severance pay specified in Section 4.

B. The Employer shall pay towards a disability insurance contract for Employee, on terms that are substantially equivalent to that similar benefit provided under the Employee bargaining agreement for Employee's subordinates.

Section 6. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary equal to his rate of pay in effect on April 5, 2021, which is \$10,841.00 gross monthly salary, payable in installments at the same time as other Employees of the Employer are paid. The base salary shall not be reduced except as provided herein; provided that said salary shall cease upon termination of employment as provided in Sections 2 and 4.

In addition, Employer may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Employer may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee, subject to the Employer's budgetary requirements and other relevant factors at that time.

Section 7. Performance Evaluation

The Employer shall review and evaluate the performance of the Employee at least once annually. The Employer shall provide the employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

Section 8. Hours of Work

The position of Fire Chief is an Exempt position, as defined by State and Federal law. It is recognized that Employee must devote a great deal of time to the employer outside the normal office hours of business of the Employer, including shift coverage for fire command duties, in excess 40 hours per week. The Employee shall not receive additional compensation or compensatory leave time for such work, except as provided herein.

Section 9. Outside Activities

Employee shall not spend more than occasional periods of time, not to interfere with his regular employment, in teaching, counseling or other non-Employer connected business, and shall first obtain the prior approval of the Employer, which shall not be unreasonably withheld.

Section 10. Automobile

Employee's duties require that he shall have available at all times during his employment with Employer of an automobile provided to him by the Employer, for City business purposes only.

Section 11. Vacation, Sick, Military Leave and Holidays

A. The Employee shall accrue, and have credited to his account, vacation and sick leave at the same rate and on the same terms as other City non-union exempt employees, as set by the City Council from time to time, except as provided herein.

B. The Employee shall be entitled to military reserve leave time pursuant to State law and City policy.

C. The Employee is entitled to regular City holidays as allowed to other City non-union exempt employees, as set by the City Council from time to time. However, if the Employee's duties require the Employee to work on a regular City holiday, the Employee shall not be entitled to additional pay or other compensatory time off. However, Executive Leave is provided with 80 hours granted annually. Such leave must be taken in the year granted and may not be carried over.

Section 12. Health Insurance

A
Employer will contribute to, or pay for, medical insurance premiums covering Employee and his dependents as required by law or provided to all other management employees of the Employer and their dependents (Employer currently pays 90% of dependent medical insurance premium).

B. Employee agrees upon request to submit once per calendar year to a complete physical examination by a qualified physician selected by Employer, the cost of which shall be paid by the Employer. Employer shall receive a statement from the physician documenting to the Employee's fitness for duty. The Employee agrees to abide by the employer's policy regarding drug testing.

Section 13. Retirement

Employer agrees to provide retirement benefits for Employee as provided by law.

Section 14. Dues and Subscription

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the employer. These expenses shall be subject to prior approval of the Employer.

Section 15. Professional Development

A. Employer hereby agrees to budget and to pay for the travel and subsistence expenses of Employee for professional and office travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer. These expenses shall be subject to prior approval of the Employer.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer. These expenses shall be subject to prior approval of the Employer.

Section 16. General Expenses

Employer recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, in the same manner and amount as authorized for other City employees.

Section 17. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Employee's duties as Fire Chief, except as may be caused by the intentional misconduct or criminal action of Employee. Employer will defend, compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.

Section 18. Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City ordinance or any other law.

B. All ordinances, regulations and rules of the Employer relating to vacation and such leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee except as herein provided.

Section 19. No Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all department head employees of the Employer.

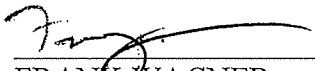
Section 20. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the last known address of the parties hereto. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing April 5, 2021.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.



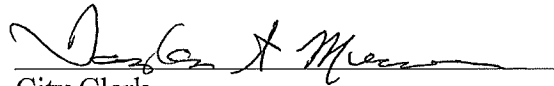
FRANK WAGNER, FIRE CHIEF

CITY OF SEDRO-WOOLLEY

By: 

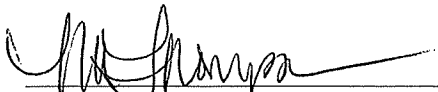
JULIA JOHNSON, MAYOR

Attest:



City Clerk

Approved as to Form:



City Attorney