

PERSONAL SERVICES CONTRACT
Between
Kittitas County Fire Protection District 2
(KITTITAS VALLEY FIRE & RESCUE)
and
D.J. Goldsmith, Fire Chief

This agreement is made and entered into by and between Kittitas County Fire Protection District 2 (Kittitas Valley Fire Rescue), acting through its Board of Fire Commissioners ("Board") herein after referred to as "District" and D.J. Goldsmith, hereinafter referred to as the "Employee", for employment as the District Chief Executive Officer ("Fire Chief").

WHEREAS, the District wishes to employ D.J. Goldsmith as Fire Chief of the District; and

WHEREAS, this Agreement sets forth the terms and conditions of employment by the District of the Employee;

WHEREAS, the District desires to provide for certain procedures, benefits and requirements regarding the employment of the employee by the District; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and employee agree as follows:

Section 1. Duties and Responsibilities. The duties and responsibilities of employee shall be in accordance with Washington State Law, all applicable ordinances, District policy, Collective Bargaining Agreements and resolutions adopted by the board. The duties and responsibilities of the employee clearly outlined in the attached Job Description, and hereinafter referred to as "Addendum A".

The employee shall assume the duties of Fire Chief and chief executive officer of the District and shall have full responsibility for all District operations, finances, budgeting, statutory and regulatory compliance, facilities, training, emergency response, hiring and firing, personnel, matters (including paid staff and volunteer members), management of consultants and contractors, communications, equipment, implementation of District policy and public relations together with those duties and responsibilities customarily assumed and performed by a chief executive officer of like and similar organizations and as may be otherwise directed by the District. The employee may delegate and assign responsibility to other employees and members of the District at employee's discretion.

The employee has the duty and responsibility and is granted authority to institute any lawful action necessary to effectively execute all the duties set forth in this Agreement and as set forth in the position description attached hereto as "Addendum A" and incorporated herein by this reference together with all other duties and responsibilities set forth in this Employment Agreement. The District shall provide the employee with the cooperation and resources necessary to exercise such authority.

The employee may engage in public outreach opportunities for the purpose of educating the public as to the services and programs provided by the District, promoting public safety, and creating good public understanding of the use of public funds.

The employee may 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 mutual-aid agreements to which the District is or will become a party.

The employee may regularly consult with other Kittitas County fire districts and jointly meet with the fire chiefs of such districts, at least quarterly, to discuss matters of mutual interest to the fire districts.

Section 2. Term of Agreement.

- a. The employee shall be employed as an "at will" employee subject to the terms of the Agreement as the Fire Chief for the District. The Employee shall be retained commencing on the date of January 1st, 2025.
- b. The first year of this Agreement shall be considered probationary.
- c. At the September 2025 regularly scheduled board meeting, a decision by the board will be made as to whether or not to continue this contract for the additional two (2) years. If the decision is made to not renew the contract the employee will work with the Board on an orderly transition to find the new fire chief and employment under this contract will end on December 31 of that year. The employee will be entitled to benefits outlined in Section 4, for discharge without cause.
- d. Performance benchmarks and expectations will be provided to the employee upon hire. The employee will be held accountable to complete these items in a timely manner as set by the board. Any additional tasks or duties can be assigned by the board at any time during the duration of this agreement.

Section 3. Discipline and Discharge.

The employee holds the highest executive, operational and administrative position in the District and is, therefore, held to higher standards of performance and attitude than other employees. The District may discipline or terminate the employee for just cause. As used herein, the phrase "for just cause" shall mean:

- a. Conviction of any felony or of a misdemeanor involving dishonesty; Commission or any act of fraud, dishonesty, misappropriation of funds, embezzlement, immoral conduct in the rendering of services on behalf of the District;
- b. Current illegal use of drugs, substance abuse, being under the influence of alcohol while on duty, or violation of the District's drug and alcohol policies;
- c. Mental or physical unfitness, as determined by a licensed physician agreed upon by both parties, for the position which the employee holds, subject to employee's rights of reasonable accommodation under federal and state laws;
- d. Failure to perform the duties described in the employee's job description or herein of this agreement.
- e. Conduct unbecoming.
- f. Mental or physical unfitness for the position of Fire Chief, as determined by a licensed physician agreed upon by both parties, subject to the provisions of the Americans with Disabilities Act and similar state statutes; and
- g. Except as may be specifically referenced herein, the general employment, termination and disciplinary policies of the District do not apply to the Chief.

If just cause charges are filed against the employee, the case will be presented to the board of Fire Commissioners and if a majority of the Board agrees that continued presence on the job by the employee would be dangerous to any other employee, or present a safety or security risk, or is considered conduct unbecoming to the district the employee will be placed on administrative leave. The district may suspend the Employee with full pay and benefits at any time during the term of this agreement for any investigation of misconduct. Such suspension with pay shall only be during the course of any investigation and course of a hearing.

If the District, for just cause considers termination of or issuing discipline to the employee, the employee shall receive notice of any charges against them, and the possible discipline being considered. The employee shall also be advised of the date and time when the district will consider the charges and possible discipline. The employee will be afforded the opportunity to refute the charges, either orally or in writing, before the board and to have representation of employee's choice at the hearing.

A just cause determination may only be made after a hearing wherein the employee is given the opportunity to respond to any formal charges, and only upon a majority vote of the full Board. Prior to

any such hearing, the employee shall have notice a minimum of seven (7) business days prior to such hearing date. At such a hearing, the employee is entitled to be represented by counsel and to call witnesses on employee's behalf.

In the event that the employee is terminated for just cause, including conviction of a felony, the District shall have no obligation to pay severance pay or vacation/sick leave buyouts or any benefit outlined in Section 4 of this agreement.

Section 4. Resignation (Employee voluntarily resigns, retires, contract non-renewal or discharge without cause).

- a. In the event that employee voluntarily resigns or retires from employee's position with the District, the employee shall give the District as much notice as possible. To remain eligible for any lump sum sick leave and vacation buyout, a minimum of four (4) months' advance notice, in writing, must be given to the district.
- b. At termination of employment (retirement, non-contract renewal or discharge without cause), the employee will be eligible for a total 20% of the remaining sick leave bank of hours to be cashed out. The eligible number of sick leave hours for cash out shall not exceed 960 hours. The employee will also be entitled to 100% of the remaining vacation leave bank of hours to be cashed out. The eligible number of sick leave hours for cash out shall not exceed one-and one-half years' worth of vacation at the applicable accrual schedule.
- c. The District may terminate this Agreement, at any time, without cause, by majority vote of the board, and with written notice to the employee. Upon a Board initiated discharge without cause only, the District shall, upon the employee's execution of a full and complete waiver and release of any and all claims against the District, its employees, agents, officers, and commissioners, in a form acceptable to the District, pay to the employee as liquidated damages and as settlement of all claims in connection with such termination an amount equal to the employee's Salary for 6 months. Health insurance benefits through COBRA will be paid at the value of 90% for six (6) months after separation from employment. Such amount shall be paid to the employee in a lump sum within thirty (30) days of the employee's execution of the waiver and release.

Section 5. Salary. The annual salary for 2025 will be \$190,000.

At every September board meeting the salary for the employee will be evaluated for adjustments for the following year, effective January 1. In evaluating the salary, the board shall consider any changes to the scope of work, responsibilities, cost of living adjustments and industry comparable.

- a. Nothing in this Agreement shall preclude the District, in its sole discretion, from granting an additional salary and/or benefit adjustment (either lump sum or as an increase to salary) beyond that provided for in this section, based on actual job performance, change in the scope of job duties or other factors.
- b. The employee's is an FLSA exempt employee and for the purpose of hourly rate of pay is based on hours worked annually. As a full-time, exempt employee, the employee is not eligible for overtime compensation. The employee will be paid a regular, salary in equal amounts regardless of quantity of hours worked.
- c. As an exempt employee, the employee does not receive overtime pay. However, on those occasions during Incident Management Team (IMT) deployments, when the district is reimbursed by a third party (Washington State Patrol, Department of Natural Resources, or other applicable agency) for the employee's time during the incident assignment, whenever remuneration includes pay for extra hours beyond the employee's forty (40) hours. The employee shall be paid an amount equal to one and one-half employee's regular rates of pay for hours worked beyond the forty (40) hours on these deployments.

Section 6. Hours of Work. The work period is established as Sunday through Saturday with normal workdays considered to be Monday through Friday 8:00am to 5:00pm with an average workweek of forty

(40) hours. Under this contract, the board has agreed to a 4/10 schedule from the employee with employee’s regularly scheduled workdays to be Monday through Thursday totaling forty (40) hours.

- a. The employee will be required to utilize District procedures for time keeping.
- b. The District recognizes that employee may devote time outside of normal office hours to the business of the district, since exempt employees do not receive FLSA overtime or comp time, the district agrees that the exempt employee may be required to work in excess of 40 hours per week for time sensitive workload issues, special projects, during weekends or any normally scheduled time off will be granted administrative time. Administrative time will be earned and taken on an hour for hour basis and is not eligible for cash out at termination of employment.
- c. The continuing objectives of the District will be best accomplished if the employee has a flexible work schedule. The employee is expected to be on duty and present as the needs of the District require including attendance at Board of Commissioner meetings unless excused in advance by the Board chair. The employee shall determine employee’s work schedule using good, sound, and reasonable judgment considering the needs of the District, employee’s needs, and the professional practice.
- d. It is understood this agreement shall be interpreted and applied in such a manner which will ensure, to the fullest extent possible, the continued exempt status of the employee. The employee shall provide at every regularly scheduled board meeting a copy of employee’s schedule for the month.

Section 7. Holidays. The following days shall be recognized as paid holidays:

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|---------------------------|----------------------------|
| 1. New Year's Day | 7. September 11th |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas |
| 6. Labor Day | 12. Floating Holiday |

It is understood that these holidays are earned as they come throughout the year, although by mutual agreement of the employee and District, the employee may work on a scheduled holiday and take an alternate day off. Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday. A holiday falling within a vacation period shall not constitute a vacation day and a holiday occurring while an employee is on sick leave shall not count against the employee's sick leave credit. If the employee does not complete the full year of employment and has already used holiday time more than that which was earned the employee will be responsible to reimburse the Fire District through payroll deduction.

Section 8. Vacation Leave. The employee shall earn vacation as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
1 – 3 years	8 hours	12 working days
4 – 8 years	10 hours	15 working days
9 – 14 years	12 hours	18 working days
15 – 19 years	14 hours	21 working days
20 – 24 years	16 hours	24 working days
25 years and over	20 hours	30 working days

The employee shall be allowed to carry forward a maximum vacation accrual not to exceed one- and one-half years' worth of vacation at the applicable accrual schedule. Unused vacation more than the amount set forth above shall be forfeited except in the extreme and/or unusual circumstances approved by the Board. The employee will utilize district procedures to request vacation leave. Requests must be forwarded to and approved by the District Secretary and reported to the board during the regularly scheduled commissioner meeting.

Section 9. Sick Leave. The employee shall be entitled to sick leave with pay at the employee's regular rate of pay when unable to perform assigned duties by reason of sickness or injury resulting from causes beyond the employee's control, or when through exposure to contagious diseases, the presence of the employee would jeopardize the health of others. Sick leave will accrue at the rate of eight (8) hours per month. The employee shall also be entitled to carry over a maximum nine hundred and sixty (960) hours of unused sick leave. Any excess of this maximum shall be automatically forfeited.

Section 10. Bereavement Leave. In the event of an incapacitating illness, injury, hospitalization or death of the immediate family (i.e. spouse and children of the employee, parents or step parents, brothers, sisters, grandchildren, grandparents of the employee, and those of the employee's spouse) of the employee, the employee shall be granted up to five (5) days off with pay. If the employee is required to travel out of state to make arrangements and/or attend a funeral of a family member, the Board, at its sole discretion, may grant an additional four (4) days off. The leave off will be charged to the employee's choice of accrued leave. Unused bereavement leave shall have no value at the termination of employment for any reason.

Section 11. Professional Development. The parties agree that continued professional development is a necessary and important part of meeting the obligations of the position of employee. The employee may maintain membership in the Washington State Association of Fire Chiefs, the International Association of Fire Chiefs, local civic and professional clubs and such other organizations, and may obtain periodical publications therefrom all at the expense of the District.

The employee may attend, at the expense of the district and following the district travel policy, annual conferences related to employee's work within the normal training, travel and education budgets. Approval for these events will be done by the Board utilizing the district training request policy.

Section 12. Medical Coverage and Insurance Program. The District will provide a medical, dental with orthodontia and a vision insurance plan for each employee and eligible family members or legal dependents. The District pays 90% of the cost of the monthly insurance premium and the employee will contribute 10% of the premium through payroll deduction.

- a. The District will also provide a \$10,000 basic life insurance policy for the employee.
- b. The District shall offer and pay for "Fit for Duty" medical examinations to the employee on a volunteer basis. Examinations would be conducted at an Occupational/Workplace Health Services Clinic.
- c. The employee plan will be the same medical insurance carrier as all other employees and as negotiated in the IAFF Local 663 contract.

Section 13. HRA VEBA The District will issue a VEBA-HRA to the employee with an amount loaded annually using the following schedule:

- Employee \$1500.00
- Employee and Spouse \$3600.00
- Employee, spouse & children \$3600.00
- Employee and children \$3600.00

Section 14. Deferred Compensation. The employee is eligible to participate in a 457-B Governmental Deferred Compensation Program as provided by the district, typically it is (DCP-DRS or DCP- EMPOWER).

The District will contribute \$300.00. The employee may contribute any additional amounts thereto up to the maximum permitted under the law and regulations relating thereto but without additional matching.

Section 15. Outside Employment and Activities. The employee shall devote the appropriate attention and energies to the successful fulfillment of employee's duties.

- a. Employment and professional activities outside the scope of this Agreement for another employer or the operation or management of any business or organization shall be allowed provided such activities do not interfere with operation of the district.
- b. Any incident management team (IMT) mobilization must be pre-approved prior to deployment by the Board Chair or designee. Pay associated with IMT deployments can be found in Section 5 of this agreement.
- c. The employee under the course of regular employment may need to serve on professional boards, panels or other public service organizations boards. This activity is permitted provided that such activity does not interfere with employee's duties and responsibilities hereunder, and such organization has taken or takes no action or position contrary to the needs, interests and policies of the District.

Section 16. Annual Fire Appreciation Function. The District will pay for the employee and one guest for the annual Fire Service Appreciation Functions held locally. Said payment will cover the cost of the venue, food and soft drinks. Any additional costs will be the responsibility of the employee.

Section 17. Response Vehicle. The employee shall be assigned a District owned vehicle to effectively perform employee's assigned duties. The usage of this vehicle will be governed by District policy. The District shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair and regular replacement of said vehicle. The vehicle is to provide a means for all-hazard, all weather, and 24-hour capable response.

Section 18. Retirement Participation. The District agrees to contribute the Employer portion of the State of Washington, LEOFF II Retirement Plan, and the employee agrees to contribute the employee portion to the same plan for the benefit of the employee. The contributed amounts are established by the Washington Department of Retirement Systems.

Section 19. Uniforms and Clothing Allowance. The District agrees to provide for the employee one (1) Class A Fire District Uniform for use at special Fire District occasions which may occur. The employee will use the District's Quartermaster system for class "B" Uniforms in accordance with district policy. If the employee chooses to not utilize the quartermaster boot(s) for duty and/or wildland boots, the employee will be eligible for the boot stipend rate set by the district. The employee may choose to purchase a boot of greater expense, but the employee will not be compensated for this difference in cost.

Section 20. Residency Requirement. It is required that the employee live and reside within the boundaries of Kittitas County Fire District 2's service area within 120 days from January 1st, 2025.

Section 21. Performance Evaluation. The Board shall prepare all the employees performance evaluations in written form. Evaluations will include a review of the employee's performance, district objectives and note any employee deficiencies to allow for the employee to address board concerns.

- a. During the first year of this agreement the board shall prepare an evaluation of the employee's work performance every three months.
- b. For every successor year in this contract a performance review will be completed during the regularly scheduled board meeting in April and September.

Section 22. Liability Insurance. The District shall provide liability insurance for the benefit of employee for the course in which they perform regular business, for the maximum purposes permitted by RCW 52.12.071.

Section 23. Jury Duty. The District agrees to allow time off with no loss of pay or benefits for jury duty regardless of the number of days involved.

- a. The employee must immediately return to work to complete assigned work hours upon completion of required court hours.
- b. Any funds received for jury duty while on scheduled hours, except for mileage reimbursement, shall be returned to the District.
- c. The following documentation is required for jury duty and shall be submitted to Human Resources
 - Jury Summons (turned in prior to service)
 - Compensation documentation
 - Release from service (provided from the court)

Section 24. Duty Chief and After Hour Responses. Due to the nature of the work, the employee may be called to emergency situations after hours. The employee shall and must participate in the Duty Chief rotation which alternates responsibility between the employee and Deputy Fire Chief. The Duty Chief responsibilities include responding as incident command or support to operations for large incidents in all hazard disciplines (suppression, EMS, rescue, hazmat), complex incidents or when requested by the officer in charge. Typically, the schedule will be assigned one week on, one week off. The schedule of Duty Chief will be mutually agreed between the employee and Deputy Fire Chief.

Section 25. Education Requirement. The employee shall be required to obtain a bachelor's degree or higher from an accredited university. It is preferred that this degree be in Fire Science, Business Administration, Public Administration, or other related field. A progress update on the employee's progression toward a degree must be provided to the board every six months until completion. The employee must hold a bachelor's degree or higher from an accredited university by December 31st, 2027. Failure to do so will result in termination of this agreement and a discharge with cause. The district will not provide any financial assistance to the employee in pursuit of employee's degree.

Section 26. General Provisions.

- a. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing and delivered personally, via official agency email, or sent by registered or certified mail to the employee at employee's residence, or to the District at its principal office.
- b. 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.
- c. Any provisions hereof which are prohibited by law or are unenforceable shall be inoperative and all of the remaining provisions of this Agreement shall, nevertheless, continue in effect.
- d. In the event of the employee's death, all wages and benefits due the employee shall be handled in accordance with the probate laws of the State of Washington.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- f. The parties agree that any and all claims relating in any manner to employee's employment with the District, or to any termination thereof, whether arising under federal, state, or local statute, ordinance or regulation, or under the common law of tort or contract, or pursuant to any other cause of action, shall be resolved exclusively by final and binding arbitration according to the rules of the American Arbitration Association. Should the employee elect to pursue any such claims to arbitration employee must give the District written notice of that intent no later than sixty days following the final action of the District giving rise to the claim. Unless the parties agree otherwise in writing, failure by employee to give timely notice under this provision shall operate as an absolute bar to any claim in any court or tribunal, public or private. The Arbitrator is hereby empowered to award any relief provided for by any otherwise applicable statute, ordinance, regulation, law, or by common law.

IN WITNESS WHEREOF, the Board of Fire Commissioners for Kittitas County Fire Protection District 2 and the Employee hereto have executed this Agreement on the date set forth below to be effective January 1st, 2025.

DISTRICT REPRESENTATIVES:

Ross Ogan
Chairman, Board of Fire Commissioners

Pat Clerf, Commissioner

Jerry Pettit, Commissioner

Neil O'Neill, Commissioner

Scott Ciraulo, Commissioner

EMPLOYEE:

D.J. Goldsmith, Fire Chief

Date: _____

ATTEST TO:

District Secretary