

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BUCKLEY,
WASHINGTON AND ERIC SKOGEN**

THIS AGREEMENT is made this ____ day of July, 2020, by and between the City of Buckley (hereinafter referred to as the “Employer”), and Eric Skogen (hereinafter referred to as the “Employee”).

WHEREAS, the City of Buckley is a non-charter, optional municipal code city organized under the Mayor-Council form of government; and

WHEREAS, the City desires to contract with Eric Skogen to serve as Fire Chief, and said Eric Skogen desires to accept this position for the City of Buckley;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

TERMS

1. **Commencement of Services.** The Employer agrees to employ Eric Skogen as its Fire Chief, a civil service exempt position, in accordance with the terms and conditions of this Agreement.
2. **Term.** The Employee shall commence performing services as required under this Agreement on August 1, 2020 and shall continue until terminated as provided under the provisions of Section 8. of this Agreement.
3. **Duties.** Employee will serve as the Fire Chief, to include the duties of the Emergency Management Director, for the City of Buckley, Washington performing the duties as expressly defined by Washington State statute and City Municipal Code BMC 2.40.
4. **Executive.** The Employee acknowledges that he is an administrative, executive or professional employee within the meaning of the Fair Labor Standards Act or comparable laws and as such, is not entitled to overtime pay for hours in excess of forty (40) hours per week.

5. **Annual Compensation.** The Employer agrees to compensate Employee during the term of this contract at a monthly salary equal to or greater than Range 11, Step A of the City's Exempt Salary Scale, which is listed at \$9,303 per month or \$111,636 per year, and paid in accordance with procedures for other employees of the City classified as exempt under the Fair Labor Standards Act ('FLSA") (29 U.S.C. 201 et seq.). The Employer may review and increase this salary at any time; however subsequent increases shall at a minimum occur in accordance with terms specified within the adopted salary scale.
6. **Benefits.** The Employee shall be paid the same benefits as other full-time City of Buckley employees that are classified as FLSA exempt.

The Employee will initially earn vacation time at an equivalent level of five (5) years pursuant to the adopted vacation leave schedule, which is 15 days per year and shall be entitled to earn additional vacation time in subsequent years per the City's Personnel Policy.

In accordance with the City's Personnel Policy the Employee shall be authorized to earn Executive Administrative Time or compensatory time. However, in the event that this provision/benefit is repealed or terminated by the City then the Employee shall begin to be credited with non-accruing, or use-it or lose-it, executive leave at forty (40) hours annually of to be used at the Employee's discretion.

The Employee is entitled to accrue and carryover, year to year, all vacation & holiday leave to a maximum of 360 hours and sick time to a maximum of 1760 hours. The Employee shall be compensated on an annual basis for all unused vacation & holiday leave beyond the maximum amount. Accrual of sick time beyond the maximum limits will be forfeited by the Employee. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time, 25% of sick time and other benefits to date.

7. **No Reduction of Benefits.** Employer shall not, at any time during the term of the Employee's tenure in office reduce the salary, compensation, or other financial benefits of Employee, except to the same degree of such a reduction across-the-board for all Exempt classification employees of the Employer.

8. **Termination.**

- A. **Termination by Employer:** The Employer and Employee agree that Employee serves “at will,” solely at the discretion of the City of Buckley Mayor, subject to the terms of this Agreement. The Employer reserves the right to terminate the employment relationship with or without “cause” at any time.

The City of Buckley Mayor must provide the Employee with written notice of any disciplinary action as a sanction. Prior to terminating the Employee for cause, the City of Buckley Mayor will also provide the Employee with an informal “Laudermill” hearing and an opportunity to be heard regarding any alleged disciplinary infractions or performance issues that may result in termination. In the event that the City of Buckley Mayor terminates the Employee for convenience (as opposed to termination for “cause”), the Employer will provide not less than thirty (30) days’ notice prior to the effective date of said termination of employment, subject to the right of the Mayor to place the Employee on paid administrative leave prior to the effective date of termination for convenience..

- B. **Termination Pay:** If the Employee is terminated for “cause” the Employee shall not be entitled to any termination pay. For the purposes of this Agreement, the term “cause” shall have the same meaning as those actions, dispositions and/or acts specified under RCW 41.12.080, provided the “Mayor” is substituted for the “civil service commissioners” as that term is used in the statute.

In the event the Employer elects to terminate the Employee for any reason other than “cause” at the convenience of the Mayor, the Employee shall receive a cash payment equal to three (3) months of the Employee’s base salary. Said sum shall be subject to applicable federal withholding taxes. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for all accrued vacation time, paid holidays, administrative/executive compensatory time and 25% of accrued sick leave.

- C. **Termination by Employee:** In the event that the Employee elects to voluntarily terminate employment with the Employer for any reason, the Employee agrees to provide

the Employer with not less than thirty (30) days' notice prior to the effective date of said termination of employment.

9. **Reorganization.** If the City should consolidate, merge, annex, or contract fire department services with another entity, and a position is unavailable for the Employee within the new entity at a rate of salary and benefits not less than is provided for under this agreement, "Section 8.B. Severance Pay" shall apply, EXCEPT that the payment shall be equal to six (6) months aggregate salary and benefits.

10. **Miscellaneous Allowances.** The employer will provide allowances for the employee to continue his education in order to advance the Employer objectives and policies by attending seminars, executive leadership programs and graduate/college course work within the areas of public administration, fire, emergency management and any disciplines within the scope of work assigned, in such amounts as the parties agree. The Employee will discuss any extensive programs and negotiate terms in advance with the City Administrator during their routine meetings when applicable.

Employee's duties require that Employee shall have the exclusive use at all times during employment with the City of an automobile to carry out the business of the City. The City shall provide a suitable (as determined by the City) vehicle, fully equipped, and in suitable condition and working order to perform all City business on a 24 hour – 7 day a week basis. Because the Fire Chief is on call at all times, a de minimis amount of personal use may be made of the City owned vehicle. The Chief shall reside within a 30-minute response time of the City.

11. **Professional Liability.** The City agrees that it shall defend, hold harmless, and indemnify the Fire Chief from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Fire Chief under the provisions of Chapter 2.66 BMC.

12. **Litigation.** In the event of litigation brought by either party regarding the breach, validity or enforceability of any provision of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees. All legal actions will be filed in the Superior Court of Pierce County, Washington. Parties agree to participate in alternate dispute

resolution before a neutral mediator, prior to commencing litigation. The parties shall equally share the cost of the neutral mediator.

13. **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. In case of a dispute arising out of this Agreement, the venue of any lawsuit shall be Pierce County, Washington.

14. **Presumption of Drafting.** All parties agree that they have had the opportunity to have the Agreement reviewed with counsel so there shall be no presumption of drafting.

15. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.

16. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

City of Buckley
Office of the Mayor
Buckley, WA

Fire Chief
121 Sergeant St. South
Buckley, WA 98321

Notices may be delivered either personally to the addresses of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Dated this _____ day of July, 2020.

CITY OF BUCKLEY

FIRE CHIEF

By _____
Mayor Pat Johnson

By _____
Eric Skogen

Attest/Authenticated

By _____
Treva Percival, City Clerk

Approved as to Form:

By _____

Phil Olbrechts, City Attorney