

CITY OF COSMOPOLIS
FIRE CHIEF EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of January 2023, by and between the City of Cosmopolis, Washington, a municipal corporation of the State of Washington (“City”), and _____ (“Employee”).

RECITALS

WHEREAS, the City of Cosmopolis, Washington, is a municipal corporation, organized as a non-charter code City under the Mayor-Council form of government (Chapter 35A.12 RCW); and

WHEREAS, RCW 35A.12.020 authorizes the Mayor to appoint a Fire Chief, if so provided by ordinance; and

WHEREAS, CMC 2.40.020 of the Cosmopolis Municipal Code established the position of fire chief; and

WHEREAS, Employee has been appointed to the position of fire chief.

AGREEMENT

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

1. **SCOPE OF AUTHORITY AND DUTIES:** The fire chief is an at-will, exempt, employee and shall be subject to the direction, supervision and authority of the Mayor.
2. **COMPENSATION:** The Employee’s compensation shall be set by the Mayor, as authorized by the City Council by resolution.
3. **BENEFITS:** The Employee’s benefits, including, but not limited to, health insurance, vacation, sick leave, holiday leave, deferred compensation, etc., are set forth in the City of Cosmopolis Personnel Policies and Procedures Manual.
4. **TERMINATION OF EMPLOYMENT:** Employee shall be employed in this position for an indefinite time, and shall serve at the pleasure of the Mayor. The Employee shall be considered an “at-will” employee of the City, and it is understood and agreed that either party may terminate this agreement at any time, with or without cause.

The Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation. The City may at any time terminate the Employee without cause upon thirty (30) days advance written notice.

This agreement shall be terminated upon the death or permanent disability of the Employee.

If the Employee is terminated by the City without cause, and during such time that the Employee is willing and able to perform Employee's duties under this agreement, the City shall pay Employee severance pay as described below.

A. Cause for Termination: The following reasons shall constitute grounds to terminate the Employee with cause, and without payment of severance pay as described below:

1. Conviction of any criminal act relating to employment with the City and/or affecting the ability of the Employee to carry out the duties and responsibilities of the position of city administrator.

2. Conviction of any felony offense.

3. Conduct, relating to City employment, which, while not criminal in nature, violates the City of Cosmopolis Personnel Policies and Procedures Manual or other reasonable standards of professional and personal conduct in some substantial manner.

4. Mental or physical unfitness that prevents the Employee from carrying out the essential functions and/or duties of the position of city administrator.

B. Severance Payment: If the fire chief is terminated by the Mayor without cause, the City shall pay to Employee, as severance pay, a cash payment equal to five (5) months of Employee's then current base monthly salary. Such payment shall fully and finally release the City from any and all further obligations to the Employee. Further the payment of said severance pay is expressly conditioned upon the Employee and the City executing an employment release and settlement agreement in a form that is mutually agreeable to the City and the Employee. Any severance shall be paid in a lump sum within thirty (30) days of termination unless otherwise agree to by the City and Employee.

5. AMENDMENT: No amendment of this agreement shall be effective unless the amendment is in writing, signed by each of the parties.

6. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.

7. **GOVERNING LAW AND VENUE:** This agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this agreement shall be Grays Harbor County, Washington.

8. **INDEPENDENT COUNSEL:** The Employee acknowledges that the drafter of this agreement is the City's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this agreement. The Employee further acknowledges that he has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this agreement, the Employee acknowledges that he has consulted with independent legal counsel of his choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this agreement, as of the day and year first above written.

CITY OF COSMOPOLIS

EMPLOYEE

By _____
KYLE PAULEY
Mayor

By _____
NICKLAUS FALLEY
Fire Chief

APPROVED AS TO FORM:

By _____
STEVE JOHNSON
City Attorney