

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OTHELLO, WASHINGTON
AND
JULIUS P. Schenck**

1. Preamble. Agreement made between City of Othello, Washington, herein "City", and Julius P. Schenck, herein "Police Chief," effective the 11th day of August, 2014.

2. Employment. City employs Police Chief and Police Chief accepts the employment, subject to and in accordance with the terms and conditions of this Agreement.

2.1 . At Will Employee. Police Chief is exempt by state law and City Code from the Civil Service Rules of the City. Police Chief is an exempt, management position serving at the pleasure of the Mayor. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Police Chief at any time, for any reason, subject to the provisions set forth in Part 4 below.

2.2 . Hours of Work. Police Chief shall work an average of not less than 40 hours per week. It is recognized that Police Chief must devote a great deal of time outside of the normal hours of business of the City. In relief thereof, Police Chief shall be entitled to discretionary leave time in addition to regular vacation leave as permitted by the City Administrator.

2.3 . Probationary Period. Police Chief will be on a one (1) year probationary period after the effective date of this agreement. A failure to successfully complete that probationary period may result in termination from employment as provided for in Part 4 below.

2.4 . Annual Performance Evaluation and Salary Review. The parties agree that on an annual basis, with the execution date of this agreement serving as the anniversary date, Police Chief shall receive an appropriate job performance evaluation and salary review, compatible with Police Chief's performance.

- 1) The City Administrator shall review and evaluate the performance of the Police Chief at least once annually. The review and evaluation of the City Administrator shall be subject to review by the Mayor. The City Administrator shall provide the Police Chief with a written summary of his performance and

provide adequate opportunity for the Police Chief to discuss his evaluation with the City Administrator. In the event the City Administrator is concerned with the nonperformance of duties, the City Administrator may conduct a performance review and evaluation at any time.

- 2) Annually, the City Administrator, with the Police Chief shall define such goals and performance objectives which the Administrator determines to be necessary for the proper operation of the Police Department and its attainment of the City's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. Those goals and objective shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations approved.

2.5 . Police Chief's Duties. City hires Julius P. Schenck as the Police Chief of the City of Othello. The Police Chief shall take an oath of office as required by law and shall execute and file with the City Clerk a fidelity bond in favor of the City in such sum as may fixed by the Mayor. The City shall pay the premium on said bond. The Police Chief is the executive and administrative officer of the Othello Police Department. Representative examples of the duties that the Police Chief shall perform in an effective and efficient manner:

- 1) Perform such services for the Police Department as directed from time to time by the Mayor and City Administrator in the manner and to the extent permitted by law.
- 2) Supervise all personnel of the Police Department, paid and volunteer. The authority to discipline all personnel shall include the authority to reprimand both paid and volunteer personnel. The Police Chief has the authority to recommend suspension or termination of employment of any paid employee to the Mayor per department policies, any applicable labor agreement and the Civil Service Rules; and to terminate volunteer employees.
- 3) Review and investigate potential employees of the Police Department referred from the Civil Service Commission or as direct applicants for positions and by use of accepted testing processes, select employees for recommendation to the Mayor for appointment to positions with the Department.
- 4) Direct and supervise the training of all personnel of the department. Establish, enforce and maintain a manual of standard operating procedures of the Department.

Maintain and provide for the operation and accountability of all evidence, property and other things which come into the possession of the Police Department in compliance with the policies of the City and the State Auditor's Office. Maintain custody and provide for, the maintenance of all department equipment, files and facilities.

5) Prepare and maintain all appropriate records that may be required by law or by direction of the Mayor or City Administrator.

6) Assign duties to all personnel of the Department and supervise the performance of those duties, provided, that the duties so assigned shall conform to the policies of the City, applicable Civil Service Rules (if any), and the provisions of all labor agreements to which the City is a party with Department personnel.

7) As a position of confidentiality to the City, the Chief will have direct responsibility in employee and labor relations. During times of negotiations with labor units, the Chief shall serve as a resource to the Mayor and City Administrator.

8) Provide such reports, information and educational material to the Mayor, City Administrator, City Council and the general public as is requested by the Mayor, City Administrator and City Council to assist in the functioning of the Police Department, the involvement of the community in policing activities and to enhance community security.

9) To attend City Council meetings when so directed by the Mayor, City Administrator or City Council.

10) If Police Chief is elected or appointed to a position with a state or national association of police chiefs or the City's insurance pool, Police Chief will receive no additional compensation.

11) The Police Chief agrees to abide by and be governed by the International Association of Chiefs of Police Code of Ethics, as now in force or hereafter amended.

2.6 . Reporting Relationship. Police Chief shall report directly to the City Administrator and through him, to the Mayor.

2.7 Physical Fitness. Police Chief shall maintain a weight to height ratio per the National Health Standards.

2.8 . Police Chief to Devote Full Time to City Business. Police Chief will devote Police Chief's full time, attention and energies to the business of the City and, during the employment period, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage without written permission from the City Administrator.

2.9 . Office, Uniforms and Equipment. City will furnish Police Chief with an office and provide in its budget for ordinary and necessary equipment in an amount to be established annually in the City's budget. City will provide uniforms, firearms and uniform cleaning on substantially the same terms as those are provided to line officers in the City's collective bargaining agreement.

2.10 . Personnel Policies. Unless they are specifically modified or changed in this agreement, all city personnel policies shall apply to the Police Chief.

2.11 . Term of Employment. Employment hereunder shall begin on August 11th, 2014, and shall continue until terminated by either party as provided herein.

3. Compensation. All benefits shall be in accordance with City policy except as listed below.

3.1 . Base Salary. City will pay Police Chief a salary of ninety thousand dollars (\$90,000) per year, payable in equal monthly installments at the end of each month for the first twelve months of employment. Upon successful completion of employment beyond August 11, 2015, the City shall pay the Police Chief a salary of ninety two thousand dollars (\$92,000) per year, *payable in equal monthly installments at the end of each month.* Police Chief's compensation may be reviewed from time to time during the term of this Agreement and adjusted not sooner than August 11th, 2015.

3.2 . Insurance. City shall provide to Police Chief a standard package of insurance benefits similar to what is offered all other employees of City Police Department. This package includes medical, dental and vision insurance subject to a co-pay provision; term life insurance; and disability insurance.

3.3 . Expenses and Vehicle. Expenses incurred by the Police Chief shall be subject to limitations established in the City's annual budget. City recognizes that to perform assigned

and necessary duties Police Chief will incur expenses and that a necessary requirement of employment is the ability to respond to police emergencies at all times.

- 1) City shall reimburse Police Chief for all reasonable and necessary business expenses, including but not limited to travel, auto mileage and promotional expenditures, upon receipt of proper documentation and in accordance with the City's policies, provided that the Police Chief submits to the City in a timely fashion documentation and expense reports pursuant to City policy and as may be necessary to substantiate the propriety of such expenses under Washington law. All travel out of state and all extraordinary expenses shall be approved by the City Administrator before they are incurred.
- 2) Police Chief shall be furnished a police vehicle and fuel for use in the performance of the City's business. The vehicle shall be selected from among those provided to the Police Department for its use. As a condition of employment and in order to respond to police emergencies, Police Chief is required to use this vehicle to commute to work and to home.
- 3) Police Chief agrees to move to a residence within the Othello School District but within fifteen (15) minutes response time to the site of City Hall. City shall compensate Police Chief for moving expenses associated with Police Chief's acceptance of employment with the City. The amount of said reimbursement shall be up to five thousand dollars (\$5,000). Said amount shall be drawn on to compensate Police Chief for reasonable and customary expenses incurred in association with accepting employment, which shall include such items as cartage, food, lodging and transportation, defined as deductible expenses by the Internal Revenue Service (IRS) Code. Such expense shall be reimbursable to the City on a prorated basis should Police chief leave the City's employment for cause or by his resignation from the position of Chief within thirty six months of the effective date of this agreement. The total sum reimbursed to Police Chief for moving expenses shall be divided by 36 and one-thirty-sixth shall be forgiven for each month of employment.
- 4) City will provide an allowance for Police Chief's cell phone expense in the amount of \$60 to cover use of his phone for City business. This is a taxable benefit.

3.4 . Sick Leave Police Chief earns sick leave pursuant to the City's Personnel Policy.

3.5 . Disability. Police Chief is subject to, and will remain subject to during his employment with the City, the Washington Law Enforcement Officers and Fire Fighters (LEOFF) II Plan which provides benefits in the event of injury or disability to police officers.

3.6 . Vacations. Police Chief shall earn vacation at the rate of 14.66 hours per month (pay period). He will be credited with 80 hours at the start of employment. All other rules in the City of Othello Personnel Policy apply.

3.7 . Professional Development. City agrees to allow reasonable time on duty to permit Police Chief to participate in the professional development activities described in this paragraph.

- 1) City shall pay the professional dues and subscriptions necessary for Police Chief's continued participation in national, regional, state and local police professional associations and organizations necessary and desirable for continued professional growth and advancement, and for the good of the City. The City shall pay all fees for examination or state certificates successfully completed by Police Chief necessary for Police Chief's professional advancement or employment by the City.
- 2) The City shall pay the conference tuition, travel, food, lodging and incidental expenses of the Police Chief for professional and official travel, meetings and occasions relating to City business as approved by the City Administrator and in accord with City policies.
- 3) Expenses incurred for these items shall be subject to limitations established in the City's annual budget.

3.8 . Retirement. Police Chief and the City will contribute to and the Chief will participate in the LEOFF II retirement program administered by the state of Washington for police officers.

4. Termination of Employment.

4.1 . Termination by City during First Twelve Months. If the Police Chief shall fail to meet the job requirements of the City during his probationary period defined in Part 2 above, Police Chief shall be terminated from employment with the City by the Mayor. Police Chief shall not be obligated to repay the City for any moving expenses in such circumstance. The Police Chief shall receive one month's salary after the effective date of his termination as severance pay if terminated for failure to successfully pass his probationary period.

4.2 . Termination by Police Chief. Police Chief may terminate this agreement upon thirty (30) days notice. In such event any unforgiven moving expenses shall become immediately due and payable. Such may be withheld from Police Chief's last paycheck if he so directs. Police Chief shall not be entitled to any severance pay or other benefits which would have accrued to him if his employment had been terminated by the City.

4.3 . Termination by City. If the Mayor determines that the Mayor has lost confidence in Police Chief, Police Chief shall be terminated from employment by City as provided herein. Within ten days of confirmation of Mayor's decision to terminate the Police chief, City shall pay to Police Chief a sum equal to three months' salary due under this Agreement.

4.4 . Termination by City – Causes. If the Mayor finds that there is cause to terminate Police Chief for any of the causes listed in this subsection, Police Chief shall be terminated immediately from employment by City. A settlement of all outstanding vacation and earned salary shall be made as provided by law, and no other compensation shall be paid to Police Chief.

Causes for this action shall be:

1. Material breach of the agreement by the Police Chief;
2. Substantial dependence on any addictive substance, including, but not limited to, alcohol, cocaine, marijuana, LSD, or any other legend or controlled substance or narcotic drug, the determination of what constitutes a substantial dependence being a conclusive determination of the City;
3. Violation of Federal, state or City laws, policies and rules as respects inappropriate gender-based conduct, gender-based discrimination, inappropriate conduct based on physical limitations, or disability-based discrimination;

4. Arrest for a criminal offense, the filing of a complaint, information or indictment alleging a crime or conviction, by a court of competent jurisdiction, of any crime;
5. Theft or personal use of public property in violation of the laws of this state;
6. Conviction, by a court of competent jurisdiction, of domestic violence, of any offense which renders Police Chief unable to possess a firearm, which renders the Police Chief unable to be insurable at standard rates under the automobile insurance or liability insurance offered to City by its insurance pool; and,
7. Operation of a City owned vehicle while under the influence of or affected by alcohol or drugs. Such impairment may be evidenced by a test of Police Chief's breath performed by any law enforcement officer or a test of Police Chief's blood performed by a qualified technician with a percent of blood alcohol in excess of .08 or the presence of any drug which is illegal under state or federal law whether criminal charges result or not.

4.5 Payment of any termination or severance pay pursuant to sections 4.1 and 4.3 above is expressly conditioned upon Police Chief's execution of a written release, in a form approved by the City Attorney, of all actual and potential claims against the City, its elected or appointed officers, employees, or agents, for any claims arising out of Police Chief's employment or Police Chief's termination of employment with the City. Without limitation of the foregoing, this release shall specifically include claims arising under the federal Civil Rights Act, the federal Equal Pay Act, the Washington state, local and federal laws against discrimination including without limitation, RCW Title 49, the Americans with Disabilities Act and Age Discrimination in Employment Act.

5. Miscellaneous Provisions.

5.1 . Indemnity. City shall indemnify Police Chief and hold Police Chief harmless for all acts or decisions made by Police Chief in good faith while performing services for City. Provided, this indemnification shall not extend to any act done in violation of the law or any policy of the City. Provided further, this indemnification shall not extend to any claim made by City against Police Chief as a result of Police Chief's actions while employed by City.

5.2 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

5.3 . Entire Agreement. This Agreement constitutes the entire understanding of City and Police Chief with respect to its subject matter, supersedes any prior agreement or arrangement relative to Police Chief's employment by City, and no modification, supplement, or amendment of any provision hereof shall be valid unless made in writing and signed by the parties.

5.4 . Arbitration of Controversies. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, will be settled by arbitration in Adams County, Washington in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award rendered may be entered in the Adams County Superior Court.

5.5 . Waiver of Breach of Agreement. If either party waives a breach of this Agreement by the other party, that waiver will not operate or be construed as a waiver of later similar breaches.

5.6 . Captions. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying the terms and conditions hereof.

5.7 . Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

5.8 . Notices. Any notices given hereunder shall be in writing and delivered or mailed by registered or certified mail, return receipt requested:

(a) If to City:

Mayor of Othello
500 E. Main Street
Othello, WA 99344

(b) If to Police Chief:

Phil Schenck


500 E. Main Street
Othello, WA 99344


5.9 Severability. In the event that any court having jurisdiction shall determine that any covenant or other provision contained in this Agreement shall be unreasonable or unenforceable in any respect, then such covenant or other provisions shall be deemed limited to the extent that such other court deems it reasonable or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such covenant or other provision wholly unenforceable, the remaining covenants and other provisions of this Agreement shall nevertheless remain in full force and effect.

5.10 Counterparts. More than one counterpart of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original.

City of Othello

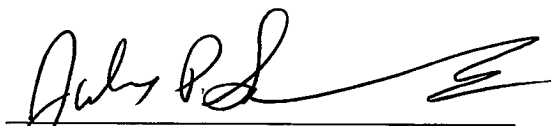
Police Chief

By 
Shawn Logan, Mayor


Julius P. Schenck

Washington State
Adams County

Julius P. Schenck represents and acknowledges that he has read this agreement in its entirety and has had an opportunity to study and review the agreement and has been advised that Lemargie Kenison Wyman and Whitaker are counsel for the City and that he has been advised he has a right to consult independent counsel concerning this agreement, and that he has had an opportunity to do so.


Julius P. Schenck

Dated: 8-7, 2014