

LSLFPD FIRE CHIEF EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 5th day of December, 2011, and effective the 1st day of January, 2012, by and between:

The **Lake Saint Louis Fire Protection District**, a political subdivision of the State of Missouri, acting through the District's Board of Director's (hereinafter referred to as the "LSLFPD"); and

Jeffrey P. Smith, (hereinafter referred to as "Employee,"),

Both Parties understand and agree as follows:

WHEREAS, the LSLFPD desires to employ the services of Employee as the Fire Chief of the Lake Saint Louis Fire Protection District, Lake St. Louis, Missouri; and

WHEREAS, both LSLFPD and Employee agree that it is appropriate to enter into this agreement in order to provide benefits, conditions of employment and the terms of employment; and

WHEREAS, Employee desires to accept employment as Fire Chief of the Lake Saint Louis Fire Protection District;

NOW, THEREFORE the **Lake Saint Louis Fire Protection District** does hereby employ the services of **Jeffrey P. Smith** as its Fire Chief under, and in accord with the following terms and conditions:

SECTION 1: DUTIES

- A.** As Fire Chief, the Employee shall be the Chief Administrative and Budget Officer of the Fire District. The Employee shall be responsible to the Board of Directors for the administration of the Lake Saint Louis Fire Protection District. The Employee shall be charged with the effective and impartial enforcement of all applicable fire protection district ordinances, state laws and appropriate federal laws for the fire protection of all citizens who live in or pass through the LSLFPD. The Employee shall be responsible for reporting the operations performance of the fire district. The Employee shall propose an annual operating budget and tax rate for the fire district.
- B.** The Employee shall execute all LSLFPD Board of Directors' Resolutions.
- C.** The Employee shall attend all LSLFPD Board of Director Meetings, except those he is excluded from by majority vote of the Board of Directors. The Employee will prepare the agenda and any necessary documents for the proper conduct of LSLFPD Board of Directors meetings in consultation with the Board of Directors.
- D.** The Employee shall plan and conduct public relations activities.

- E.** The Employee shall ensure that appropriate training activities for the LSLFPD personnel are conducted on an ongoing basis. For purposes of this Agreement only, the term personnel shall also include LSLFPD volunteer firefighters.
- F.** The Employee will manage all employees and personnel of the LSLFPD and make recommendations to the LSLFPD's Board of Directors concerning the hiring, competency, disciplining, and firing of the LSLFPD employees and personnel.
- G.** The Employee shall perform other legally permissible proper duties and functions as the Board of Directors shall, from time to time, assign, including those contained in the official job description of Fire Chief as written.
- H.** The Employee shall effectively and impartially formulate and enforce all district rules, regulations, and procedures in cooperation with the Board of Directors. The Employee shall report to the Board of Directors. The Employee is responsible to the Board of Directors for the proper operation of the LSLFPD. The obligations and responsibilities in this Subparagraph C. shall include any working agreements entered into by the LSLFPD with organized labor union.
- I.** The Employee shall comply with all applicable local, state, and federal laws as well as all applicable LSLFPD policies and SOGs in the performance of the Employee's duties.
- J.** The Employee shall comply with all applicable local, state, and federal laws in the Employee's private affairs.
- K.** The Employee shall not commit any illegal, offensive, or immoral act that will bring disrepute to the LSLFPD.
- L.** The Employee shall devote the amount of time and energy which is reasonably necessary to discharge official duties. Any secondary work shall not interfere with scheduled LSLFPD meetings or the Employee's basic obligations to the LSLFPD.
- M.** The Employee agrees not to discriminate against any member or employee because of his or her race, color, age, sex, disability, veteran status, national origin, religion or union affiliation, all in accordance with applicable law.
- N.** The Employee agrees to follow all other rules, regulations or policies of the LSLFPD that are not in direct conflict with this employment agreement.

SECTION 2: SALARY AND OTHER COMPENSATION

The base annual salary of the Employee for the year 2012, shall be \$79,600.00 starting on January 1st, 2012. Salary will be paid in accordance with the current working agreement between the LSLFPD and the labor union, including method of payment and appropriate payroll deductions. During the 1st week of December the Employee will receive a Longevity Payment equal to 3.0% of the base annual salary and shall be issued on a check separate from employee's regular paycheck.

SECTION 3: PERFORMANCE EVALUATION

The Board of Directors shall review and evaluate the performance of the Employee at least once annually. The Employee shall have the right to discuss the Board's formal evaluation in closed session with the Board of Directors should Employee so choose. In any year a formal performance evaluation is not conducted on Employee by the Board of Directors it shall be understood and agreed that the Board of Directors viewed the Employees performance during the last twelve (12) month period as meeting expectations.

SECTION 4: HOURS OF WORK

Employee agrees to devote the amount of time and energy that is reasonable for Employee to faithfully perform the duties of Fire Chief under this agreement.

SECTION 5: PERSONAL INFORMATION / RESIDENCE AND RELOCATION EXPENSES

The Employee shall abide by the same personal information requirements as spelled out in the current employee handbook/working agreement between the LSLFPD and the employees/labor union. The Employee shall maintain a residence that is located either within the District's boundaries, or within a fifteen minute normal drive-time from the District's boundaries.

SECTION 6: AUTOMOBILE

Employee's duties require that the Employee shall have the use of an automobile provided to the Employee by the LSLFPD at all times during employment with the LSLFPD. This automobile shall be the property of the LSLFPD and shall be covered with liability insurance the same as other LSLFPD vehicles. The LSLFPD shall provide for the maintenance, insurance, and all other expenses related to the upkeep and operation of the Employee's vehicle in compliance with the District's normal approval and purchasing policies . The LSLFPD will provide for use of a vehicle when said Employee's vehicle is out of service for things such as but not limited to repairs. Employee shall also be allowed to use this vehicle for personal use within the St. Louis metro area. The Employee shall be responsible for documenting and reporting such personal use, and paying any taxes occasioned by such use.

SECTION 7: VACATION / PERSONAL DAYS / HOLIDAYS AND SICK LEAVE

- A.** Employee shall be credited with 20 vacation days per year, credited on January 1st of each year. Employee shall be allowed to bank a total of ten (10) days vacation. At the end of the year days earned and not used in excess of the ten (10) allowed to be banked will be lost and no compensation given. Employee shall be entitled to payment of unused vacation at the time of termination, retirement, resignation or death. The Employee shall be required to take at least five consecutive business days of vacation each year.
- B.** Employee shall be credited with 2 personal days per year, credited on January 1st of each year. At the end of the year personal days not used will be lost and no compensation given.
- C.** The Employee shall be granted the same Holidays as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union.

- D.** The Employee shall be credited with 6 sick days per year, credited on January 1st of each year. Employee shall be allowed to use sick leave in the same manner as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union. Accrued sick leave shall be paid according to the sick leave policy in accordance with the current employee handbook/working agreement between the LSLFPD and the employees/labor union at the time of retirement, death, or termination with the following exception: number of days shall be capped at 50.23.

SECTION 8: FUNERAL, MILITARY AND COURT LEAVE / JURY DUTY

The Employee shall be held to the same polices concerning Funeral Leave, Military Leave, Court Leave and Jury Duty as other employees of the fire district in accordance with the current employee handbook/working agreement between the LSLFPD and the employees/labor union. The Employee shall have one additional day for funeral leave.

SECTION 9: DISABILITY, HEALTH, VISION, DENTAL AND CAFETERIA STYLE INSURANCE PLANS

The Employee shall be held to the same polices concerning Short-Term and Long-Term Disability Insurance, Health Insurance, Vision Insurance, Dental Insurance and the Cafeteria Style Insurance plans as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union. Likewise, the Employee agrees to submit to an annual Physical Examination as other employees of the fire district in accordance with the current employee working agreement between the LSLFPD and the labor union.

SECTION 10: TOBACCO USE / SUBSTANCE ABUSE

The Employee shall be held to the same polices concerning Tobacco Use and Substance Abuse as other employees of the fire district in accordance with the current employee handbook/working agreement between the LSLFPD and the employees/labor union.

SECTION 11: EMPLOYEE ASSISTANCE PROGRAM

The LSLFPD agrees to provide Employee with access to a confidential Employee Assistance Program (“EAP”) to help the Employee deal with problems associated with marriage or family relationship issues, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, compulsive gambling and eating disorders, and traumatic stress; provided that the Employee is not in breach of any term of this Agreement. The LSLFPD shall solely determine the type, length, amount, and provider of benefits offered under the EAP. Any medical or mental health services that are to be provided shall be limited to those offered by the LSLFPD’s health insurance plan. All deductibles, co-pays, and out-of-pocket limits of the insurance policy shall be the responsibility of the Employee. The LSLFPD may, but is not required to, refer the Employee to the EAP. Such referral is not a waiver of any breach of this Agreement that the Employee may have committed. Failure of an Employee to act on any such referral may lead to disciplinary action, up to and including termination.

SECTION 12: PENSION PLAN, 457(k) RETIREMENT PROGRAM AND LIFE INSURANCE

The Employee shall be held to the same polices concerning district sponsored Pension Plan, 457(k) Retirement Program and Life Insurance Program as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union.

SECTION 13: DUES AND SUBSCRIPTIONS

The LSLFPD agrees to pay an appropriate amount for the professional dues and subscriptions of Employee necessary for the good of the LSLFPD as determined by the Board of Directors.

SECTION 14: PROFESSIONAL DEVELOPMENT AND PUBLIC RELATIONS

- A.** The Employee shall perform such public relations duties as assigned or approved by the LSLFPD.
- B.** The Employee shall also engage in professional development activities and continuing education. Such activities shall include any continuing education or professional development courses, seminars, symposium, or testing that the Employee believes will advance the Employee's and the LSLFPD's professionalism. The direct cost of attending coursework shall be paid for by the LSLFPD, provided that the Employee successfully completes the coursework in accordance with the current education / tuition reimbursement policy. .

SECTION 15: UNIFORMS

The Employee shall present a professional appearance while in public and acting in his capacity as Fire Chief.

SECTION 16: DEATH DURING TERM OF EMPLOYMENT

If Employee dies during the term of this contract, the LSLFPD shall pay to the Employee's estate all compensation which would otherwise be payable to the Employee up to the date of Employee's death.

SECTION 17: REMOVAL AND SEVERANCE PAY

- A.** The LSLFPD may terminate Employee's employment hereunder in writing for insubordination, misconduct, or other just cause. The written notice shall specifically set forth the cause of termination.
- B.** If Employee's employment is terminated for insubordination, misconduct, or just cause pursuant to this section, the LSLFPD shall have no further financial obligation to Employee pursuant to this agreement.

- C. If Employee is terminated for insubordination, misconduct, other just cause as designated in the above paragraph A, then upon thirty (30) days written notice delivered by Employee to the LSLFPD, the Employee shall be entitled to a hearing in the presence of the Board of Directors.
1. The hearing shall be informal and strict rules of evidence shall not apply.
 2. During the hearing the Board of Directors shall make findings of fact and determine if the Employee termination was for cause.
 3. Said decision shall be binding and final.
 4. The Board of Directors shall not have the power to add to, subtract from, modify or alter the terms of this Agreement in arriving at a decision.
 5. Each party shall bear its costs of legal representation. The LSLFPD shall not be required to pay the Employee any additional sums for the time spent in attendance at the appeal hearing.
 6. The Board of Directors shall be empowered to reinstate the Employee with or without back pay in whole or in part as the circumstances warrant. Any award of back pay shall be reduced by employment compensation the Employee may have received.
- D. If the Employee is terminated without cause the LSLFPD agrees to pay the remainder of the contract plus all benefits accruing during that term.

SECTION 18: INDEMNIFICATION

The LSLFPD shall defend, save harmless and indemnify Employee against any tort, professional liability claim, civil demand or other civil legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief of the Lake Saint Louis Fire Protection District, such duties to include all obligations and commitments as articulated in this Agreement; provided that:

- a. the LSLFPD shall not be obligated to defend, indemnify or save harmless the Employee from the Employee's intentional or grossly negligent conduct; and
- b. the LSLFPD shall not be obligated to defend, indemnify or save harmless the Employee from the any act or omission that is in violation of this agreement.

The LSLFPD has the right to compromise and settle any claim or suit filed against the Employee that falls within the LSLFPD's defense obligations.

SECTION 19: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Directors in consultation with the Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, LSLFPD ordinances or any other law.

SECTION 20: NO REDUCTION OF BENEFITS

The LSLFPD shall not at any time during this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree that such reduction are across-the-board for all employees of the LSLFPD or the result of unilateral changes or reductions in plan benefits on the part of the benefit provider. The LSLFPD will notify the Employee of any such changes before they go into effect.

SECTION 21: NOTICES

Notices pursuant to this agreement shall be given by United States Registered Mail, postage prepaid, addresses as follows:

- 1. Employer: Lake St. Louis Fire Prot. Dist.
 Board of Directors
 2533 Lake St. Louis Blvd.
 Lake St. Louis, MO 63367
 (or current mailing address)
 with a copy to each Director at his or her residential address.

- 2. Employee: Jeffrey P. Smith
 1579 Norwood Hills Drive
 O’Fallon, MO 63366
 (or current mailing address)

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service, or as of the date of receipt of such written notice into the United States Registered Mail Service.

SECTION 22: ASSIGNMENT

The rights and obligations of the LSLFPD under this agreement are **personal** and shall be binding **upon any successor** authority of the Lake Saint Louis Fire Protection District.

SECTION 23: MISCELLANEOUS

This Agreement shall constitute the entire agreement of the parties and may only be amended in writing. No oral agreement or arrangement, not put in writing shall have any force and effect; provided, however, that ordinances for the LSLFPD or amendment thereto shall automatically be incorporated, except as otherwise expressed therein, into the terms and provisions of the Agreement.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Employee agrees to provide at least thirty (30) days written notice to the Board of Directors prior to resignation or retirement.

The Employee is not a beneficiary of any labor agreement between the LSLFPD and any union.

SECTION 24: DURATION OF AGREEMENT

The terms of this agreement shall remain in full force and effect until midnight December 31st, 2012. The employee shall be responsible for submitting an Employment Agreement to the Board of Directors for consideration two (2) months before the end of this current agreement. Failing which this contract will continue in effect until another agreement is entered into between the parties. The LSLFPD Board of Directors will have thirty (30) days to consider the contract for continued employment by the Employee with the Lake Saint Louis Fire Protection District.

The Lake Saint Louis Fire Protection District has caused this agreement to be signed and executed in its behalf by its Board of Directors and duly attest to by a notary public; and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

This contract shall be governed and construed in accordance with the internal laws of the State of Missouri.

Lake Saint Louis Fire Protection District

Employee

By: _____
David J. Monahan, Chairman

Jeffrey P. Smith

Michael A. Schell, Treasurer

Ralph Clark, Secretary