


EMPLOYMENT AGREEMENT
Between
SAN JUAN COUNTY FIRE PROTECTION DISTRICT NO. 2
And
 **SCOTT P. WILLIAMS**

This Employment Agreement (the "Agreement") is made by and between SAN JUAN COUNTY FIRE PROTECTION DISTRICT NO. 2, a municipal corporation (the "District"), and Scott Williams (the "Chief").

NOW THEREFORE, In consideration of the mutual covenants and promises herein made and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the District and the Chief agree as follows:

1. Employment

- a. The District hereby agrees to and does employ the Chief as set forth herein, and the Chief hereby accepts such employment, subject to the terms and provisions of this Agreement.
- b. The Chief is designated as an Executive Exempt employee under the Federal Labor Standards Act ("FLSA") and shall be free to determine his own hours and work schedule, always first considering the needs of the District, in accord with the provisions of section 6 below.

2. Term of This Employment Agreement

- a. The initial term ("Initial Term") of this Agreement shall commence upon December 19, 2016, and shall terminate upon December 31, 2021.
- b. This Agreement will automatically extend for additional two-year terms (an "Extended Term") at the end of the Initial Term or at the end of an Extended Term unless terminated earlier as set forth in sections 12, 13 and 14.

3. Duties and Authority

- a. The Chief 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.

- b. The Chief 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 Exhibit "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 Chief with the cooperation and resources necessary to exercise such authority.
- c. The Chief may to 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.
- d. The Chief may participate in direct emergency response as the emergent situation and his other duties demand and permit.
- e. The duties, responsibilities and authority assigned and granted to and assumed by the Chief may, from time to time, be modified by the District as mutually agreed upon by both Parties.

4. Relationship with Other Emergency Response Jurisdictions

- a. The Chief 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.
- b. The Chief may regularly consult with other San Juan 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 within San Juan County.

5. Compensation

- a. A base monthly salary ("Base Salary") of Nine Thousand Five Hundred and Fifty Dollars (\$9,550.00) shall be payable on such dates as are consistent with common payroll practices for the District as established from time to time.
- b. The Chief's Base Salary shall be adjusted upward beginning January 1, 2017, and each January 1st thereafter by at least 100% of the Seattle-Tacoma-Bremerton CPI-W percentage increase for the period June to June of the previous year. In no event shall the Chief's salary be adjusted downward.
- c. The Chief may participate in the deferred compensation plan established by District under IRC 457. Provided that when the Chief contributes at least one percent (1%) of his eligible compensation to the plan, the District shall match the Chief's

contributions thereto up to two percent (2%) of such eligible compensation. The Chief may contribute any additional amounts thereto up to the maximum permitted under the law and regulations relating thereto but without additional matching.

- d. During the course of each annual evaluation of the Chief's performance pursuant to section 16 below, the District shall consider an increase in his Base Salary, which consideration may include, without limitation, overall performance, organizational excellence, success and failure of programs and initiatives, fiscal responsibility and cost savings, procurement of funding, stewardship of public resources, responsiveness to the BOFC, innovation, reasonableness of work schedule, District morale and public relations.

6. Hours of Work and Leave

- a. The position of Chief is considered an executive position and may involve long and unpredictable hours likely resulting in an average workweek of more than forty (40) hours.
- b. The continuing objectives of the District will be best accomplished if the Chief has a flexible work schedule. The Chief is expected to be on duty and present during most business days and whenever the needs of the District require. The Chief's work schedule shall be determined using the good, sound and reasonable judgment considering the needs of the District, his needs, and the practice in a similar fire district jurisdictions.
- c. It is understood that it may occasionally be necessary for the Chief to be on duty and present during weekends, holidays and evenings.
- d. In light of the flexibility granted herein, there shall be no accrual of leave, holiday or vacation time and no calculation of compensatory or equivalent off duty time. In regards to current accrued paid-time-off (PTO) hours, the Chief will be allowed an initial "cash out" of PTO hours to reduce amount below the total allowable accrued hours for hourly compensated employees of the District. The Chief will then be allowed to "cash out" PTO hours on an ongoing annual basis beginning January 1, 2018, not to exceed one hundred (100) hours for the year or "bank" the remaining accrued PTO hours during the length of employment. Any accrued PTO hours remaining in the PTO "bank" will be available to the Chief when his employment status changes to a position allowing the use of PTO or when employment ends at which point the Chief will be allowed to "cash out" the remaining PTO hours per District policy.
- e. The following is not intended to be binding upon the Chief but is provided to assist the Chief in understanding what the District deems reasonable concerning leave and vacation time. It is presumed that the Chief shall be entitled to "off duty" time, consistent with the needs of the District, as follows:

- i. Holidays upon which the business office of the District is closed.
- ii. Vacation time, to be taken in no less than one (1) week increments, of four (4) weeks per year.
- iii. Personal sick leave whenever the Chief is unable to perform his duties due to injury or illness.
- iv. Bereavement leave, of reasonable duration, in the event of the death of an individual in the Chief's immediate family.
- v. Family Sick Leave of reasonable and short duration if it is necessary for the Chief to care for an ill or injured member of the Chief's immediate family.
- vi. Other leave which the Chief deems reasonable, prudent, and consistent with the needs of the district or as allowed by law.

7. Relationship with the Fire Chief/CEO and Board of Fire Commissioners

- a. As used in this Agreement, the term District shall, as the context requires, also refer to the elected Board of Fire Commissioners ("BOFC") of the District.
- b. The Chief shall regularly attend BOFC meetings and be prepared to provide information and opinions concerning District matters as may be requested by the Fire Chief/CEO and the BOFC. The Chief may designate a District representative, e.g., a Deputy Chief, to attend required meetings and events if the Chief is unavailable.
- c. The Chief shall provide regularly occurring reports to the BOFC addressing the activities of the District.
- d. The Chief shall consult with and provide information concerning District matters to individual members of the BOFC, from time to time, as such individual members shall request, with the understanding that such members must act for the District only by majority vote at a lawfully convened meeting.

8. Equipment and Expenses

- a. The District shall cause to be furnished all required personal protective clothing for use by the Chief.
- b. The District shall purchase or reimburse the Chief for the purchase and maintenance of appropriate uniforms and work clothing in an amount not to exceed one thousand dollars (\$1,000.00) annually.
- c. The District shall provide the Chief with a vehicle of the Chief's choice at the District's expense, which shall be available for the Chief's use twenty-four (24) hours

a day, for the following uses:

- i. Office District business use on the Island;
 - ii. De minimis personal use on the Island, provided, however, that during such periods of personal use, the Chief shall always be able to respond to emergency incidents;
 - iii. Official District business use while off the Island, and;
 - iv. Commuting to and from the Chief's home.
- d. On occasion, and when reasonable, the Chief may use his personal vehicle for use on District business for which use the District will reimburse the Chief the then current standard mileage reimbursement rate as determined by the Internal Revenue Service. Any amount so paid shall be deemed reimbursement for fuel, insurance, maintenance, mechanical repairs, glass and other damage repairs together with all other costs associated with such vehicle. The Chief shall maintain insurance upon such vehicle, as would be prudent, and shall be responsible for all damage, of any nature, thereto for which the District shall be at no additional expense. The Chief shall maintain any vehicle so used in a safe, sound and presentable condition.
 - e. The District shall provide the Chief with a cellular phone and bear all costs associated therewith for the official and for the reasonable personal use of the Chief. Use of the cellular phone shall be compliant with state law and the policy of the District.
 - f. The District shall pay or reimburse the Chief all reasonable costs and expenses incurred by the Chief in the performance of his duties provided that any foreseeable extraordinary costs and expenses shall receive the prior approval of the District.
 - g. The District shall pay or reimburse the Chief for dues and costs associated with memberships in professional organizations which may support the Chief in his duties and attendance at meetings or conventions.

9. Health and Welfare Benefits

- a. The Chief and his immediate family (spouse and children) shall be eligible to participate in the group health and dental insurance plan provided by the District (currently WFCA PPO-100). The District shall pay one hundred percent (100%) of the portion of the premium thereunder attributable to coverage of the Chief and eighty percent (80%) of the premium thereunder attributable to coverage of the Chief's immediate family. The Chief shall pay the remaining twenty percent (20%) thereunder attributable to his immediate family.
- b. The Chief shall be eligible to participate in any group term life insurance program which may be provided by the District from time to time.

- c. The Chief may participate in any wellness & fitness program administered by the District.

10. Retirement

- a. The Chief is a participant in the State of Washington Law Enforcement Officers' and Fire Fighter's Plan 2 pension plan. The District and the Chief shall contribute to such plan in accord with such amounts as are established by Washington State Department of Retirement Systems or as otherwise established by the State of Washington from time to time.

11. Professional Relationships and Development

- a. The parties agree that continued professional development is a necessary and important part of meeting the obligations of the position of Chief, and the Chief agrees to remain active in pursuit of training and professional education and development.
- b. Outside training and education, as approved by the District, will be provided through the normal training, travel and education budgets. The Chief is particularly encouraged to complete National Fire Academy course work.
- c. The Chief may maintain membership in the Washington State Association of Fire Chiefs, the International Association of Fire Chiefs and such other organizations as approved by the District, and may obtain periodical publications therefrom all at the expense of the District.
- d. The Chief may attend, at the expense of the District, annual conferences as approved by the District if the Chief submits a reasonable expense budget for all travel expenses related thereto, in advance, to the District for prior approval.

12. Termination by Chief's Resignation, Retirement or Death

- a. The Chief may voluntarily retire or resign. This Agreement shall be terminated ninety (90) days after receipt by the District from the Chief of his written notice of resignation or a mutually agreed upon period of time.
- b. This Agreement shall be terminated upon the date of death of the Chief which termination shall be treated as a voluntary resignation by the Chief.

13. Termination by the District Without Cause

- a. The District may terminate this Agreement, at any time, without cause, by written notice to the Chief. The termination shall be effective ninety (90) days beyond the notification of termination, or a mutually agreed upon period of time.

- b. If termination without cause is made during the Initial Term or any Extended Term of this Agreement, the District shall pay to the Chief as severance and as settlement of all claims in connection with such termination an amount equal to the Chief's Salary for one (1) year. Such amount shall be paid to the Chief in a lump sum no later than the date of final payment of his Base Pay.

14. Termination or Discipline for Just Cause

- a. As chief executive officer, the Chief 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.
- b. Subject to the Chief's Due Process rights specified in section 15, the District may discipline or terminate the Chief for just cause. As used herein, the phrase "for just cause" shall mean:
 - i. Conviction of any felony or of a misdemeanor involving dishonesty;
 - ii. Commission or any act of fraud, dishonesty, misappropriation of funds, embezzlement, immoral conduct in the rendering of services on behalf of the District;
 - iii. Current illegal use of drugs, substance abuse, or being under the influence of alcohol while on duty;
 - iv. Dishonest or prejudicial conduct prohibited by law;
 - v. Mental or physical unfitness for the position which the Chief holds, subject to Chief's rights of reasonable accommodation under federal and state laws; and
 - vi. Failure to perform the duties described in Exhibit "A" within the Chief's direct control. This paragraph shall not apply if Chief's most recent Annual Evaluation concludes the Chief is meeting standards.
- c. The general employment, termination and disciplinary policies of the District do not apply to the Chief.
- d. In the event the Fire Chief deems it necessary to issue discipline to the Chief, that discipline may include performance improvement or corrective action plans, reprimands, suspensions (only in conformance with the FLSA relating to an exempt position), reduction in pay or demotion depending upon the severity of the offense or actions involved.
- e. If the District, for just cause considers termination of or issuing discipline to the Chief, the Chief shall receive notice of any charges against him and the possible sanctions being considered. The Chief shall also be advised of the date and time when

the District will consider the charges and possible sanctions. The Chief will be afforded the opportunity to refute the charges, either orally or in writing, before the BOFC and to have representation of his choice at the hearing.

15. Due Process

- a. If the District considers imposing a negative employment action against the Chief, e.g., termination, reduction in pay or suspension without pay (only as permitted by the FLSA for exempt employees), or any other action which would affect the Chief's due process rights, the Chief shall receive written notice of any allegations against him and the possible negative action being considered.
- b. The Chief will be afforded an opportunity, within a reasonable time-frame, to refute and/or explain the allegations, either orally or in writing at the Chief's choosing, before the BOFC in an Executive Session convened for that purpose; including the right and to have representation of his choice at such time. The Parties shall agree on a mutually convenient time and place to discuss the allegations prior to the BOFC taking any negative employment action.

16. Annual Evaluation

- a. The Chief will receive an annual performance evaluation conducted by the BOFC or a designated Commissioner. The Chief shall schedule such evaluation with the BOFC during the month of December each year.
- b. Any concerns relating to job performance will be noted during the evaluation process and any areas of improvement specified in reasonable detail in writing. In the absence of any objective evidence identifiable concerns, the Parties agree that the Chief's job performance will be deemed acceptable and meeting standards.
- c. A copy of the annual evaluation shall be placed in the Chief's personnel file and a copy given to the Chief. The Chief shall be provided the opportunity to address, in writing, any concerns on the evaluation prior to it being placed in his personnel file and the Chief's writing(s) shall become part of the evaluation.

17. Outside Employment and Activities

- a. As the District's chief executive officer, the Chief shall devote the appropriate attention and energies to the successful fulfillment of his duties.
- b. 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 only with the express written permission of the District.
- c. During the term of this Agreement, the Chief shall not seek any elective office nor accept appointment to any governmental position including, without limitation, seats

on any committee, board, commission, council and the like without the express written permission of the District.

- d. The Chief may sit on the board or governing body of any charitable or public service organization serving a geographical area or citizens within the District provided that such activity does not interfere with his duties and responsibilities hereunder, is at no cost to the District, and such organization has taken or takes no action or position contrary to the needs, interests and policies of the District.

18. Arbitration

- a. Any controversy or claim arising out of or relating this Agreement which is not resolved through the due process steps outlined in section 15 or mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04.
- b. Demand for arbitration shall be made in writing to the other Party. The arbitration shall be held in San Juan County. The Parties shall select an independent and unbiased arbitrator who is not affiliated directly or indirectly with either Party within ten (10) days after any Party demands arbitration. If the Parties fail to select, or cannot agree upon, an arbitrator within this time, then either Party may apply to the Superior Court of Whatcom County pursuant to RCW 7.04 *et seq.* for an order appointing an arbitrator. Such application may be made at any time after the ten (10) day period has expired.
- c. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.
- d. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.
- e. The parties shall share equally the costs of arbitration and each shall pay their own attorney's fees and costs in connection therewith unless the arbitrator specifically determines that fairness and justice demands a different allocation of costs, fees and expenses in which case the arbitrator's determination shall prevail

19. Conflicts between District Policy and this Employment Agreement

- a. In the event of any conflict between general District policies, practices and procedures and this Agreement, the terms of this Agreement shall prevail.

20. Non-Disparagement

- a. Without limiting either Parties' ability to perform its statutory and contractual obligations, the Parties agree that they will take no action that might interfere with a Party's activities or damage a Party's reputation, including private or public

comments, statements, or writing which are disparaging, defamatory, negative or critical of the other Party, or of Chief's employment relationship and history, or of the Chief's separation of employment, to any third party.


- b. This paragraph shall not preclude either Party from responding truthfully to inquiries made about any legal or governmental proceeding pursuant to subpoena.

21. General Provisions

- a. This Agreement constitutes the entire agreement between the District and the Chief. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- b. This Agreement may not be amended orally, but only by agreement in writing and signed by both Parties.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- d. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
- e. The captions and headings of this Agreement are for the convenience of the parties only and shall have no effect upon the interpretation or construction hereof.
- f. No waiver by either Party of any provision of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other provision.
- g. The agreements contained herein shall not be construed in favor of or against any Party, but shall be construed as if both Parties prepared this Agreement.
- h. The Chief acknowledges that he has, at all times, the right to and availability of independent counsel of the Chief's choosing regarding this Agreement whether the Chief chose to exercise that right.
- i. This Agreement and the rights and obligations set forth herein may not be assigned, except as set forth in section 7.b.
- j. This Agreement shall be interpreted in accord with its plain meaning and Washington State law.
- k. Subject to the arbitrations provisions set forth in Section 16 hereinabove, any disputes hereunder shall be decided in the San Juan County Superior Court and each party waives any right to cause any action to be brought or dispute to be decided elsewhere.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective as of December 19, 2016.

SAN JUAN COUNTY FIRE DISTRICT NO. 2,
A MUNICIPAL CORPORATION



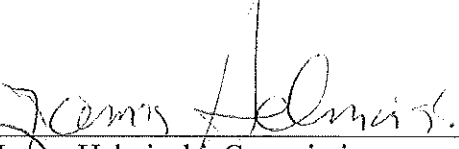
Wes Hemmiller, Chair, Commissioner Date: 5/15/2017

Barbara Bedell, Commissioner Date: _____

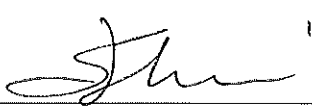
Amanda Montague, Commissioner Date: _____



Tim Fuller, Commissioner Date: 5/15/17



James Helminski, Commissioner Date: 5/15/17



Scott Williams, Fire Chief/CEO Date: 5/15/17