

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Noel Monin and San Juan County Fire Protection District No. 3**  
**For the Position of Fire Chief**

This Agreement, hereinafter referred to as the "Agreement", is entered into between San Juan County Fire Protection District No. 3, hereafter also referred to as "District" and/or as "Employer", and Noel Monin hereafter also referred to as "Employee" and/or as "Chief", and the two shall hereinafter be referred to collectively as the "Parties".

**Recitals**

WHEREAS, the District, through its Board of Fire Commissioners, desires to employ Noel Monin as the Fire Chief of the District; and

WHEREAS, Noel Monin is currently employed as Interim Fire Chief and desires to serve as Fire Chief of the District; and

WHEREAS, Noel Monin has served the District for over 26 years, and is considered an experienced officer; and

WHEREAS, it is the desire of the Parties to provide the terms and conditions by which the District shall receive and retain the services of Noel Monin as Fire Chief; and

NOW, THEREFORE, in consideration of the respective mutual covenants herein contained in this Agreement and the faithful performance of the terms and conditions set forth below, the Parties agree as follows:

1. **EMPLOYMENT.** The District does hereby employ Noel T. Monin as the Fire Chief, an at-will and FLSA-Exempt position. The Chief constitutes a "confidential employee" exempt from RCW 41.56, the Public Employees Collective Bargaining Act. The Chief shall directly report to the Board of Fire Commissioners of the District. Employee accepts at-will appointment as Chief, pursuant to the terms and conditions of this Agreement. In recognition of the recitals above, all prior agreements, oral or written, are terminated by the execution of this Agreement and have no further force or effect unless expressly stated herein.
  
2. **DUTIES & AUTHORITY.** The Chief shall assume the duties of Fire Chief and chief executive officer of the District. The Chief shall have full responsibility for all district operations, finances, budgeting, statutory and regulatory compliance, facilities, training, emergency response, hiring and firing, personnel matters, management of consultants and contractors, executive and operational 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.
  - a. 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.

- b. The District shall provide the Chief with the cooperation and resources necessary to exercise such duties and authority.
- c. The duties, responsibilities, and authority assigned and granted to and assumed by the Chief may be modified by the District as mutually agreed upon by the Parties. Nothing herein precludes the District from adjusting the Chief's duties as needed, with reasonable notice, to ensure operational flexibility.

3. **HOURS OF WORK.** The position of Chief is considered an executive position and is exempt from overtime under the Fair Labor Standards Act. This position will generally involve long and unpredictable hours, likely resulting in an average workweek of more than forty (40) hours.

- a. It is understood by the Parties that it is frequently necessary for the Chief to be on duty and present during weekends, holidays, and evenings, and outside of regular business hours. By such, and to effectively accomplish the continuing objectives and mission of the District, Employee shall maintain a flexible work schedule.
- b. The Chief shall provide Additional Duty as the *on call after hours district duty officer* unless otherwise delegated to qualified and available staff. Such services shall not be construed or implemented in a manner that would jeopardize the Chief's FLSA-exempt status.
- c. The Chief is expected to be on duty and present as the needs of the District require. The Chief shall determine his work schedule using good, sound, and reasonable judgment considering the needs of the District. The Chief shall maintain regular and consistent attendance at District offices to occur within the regular business hours of the District and during regular meetings of the Board of Commissioners.

4. **PROFESSIONAL RELATIONSHIPS & DEVELOPMENT.** The Parties agree that continued professional development and community relations are a necessary and important part of meeting the obligations of the position of Chief, and the Chief agrees to remain active in pursuit of such personal and agency goals.

- a. The Chief may consult with and provide information concerning District matters, concerns, and business to individual District Board members, and as such individual members may request, with the understanding that such members must act for the District only by majority vote at a lawfully convened meeting.
- b. The Chief should establish professional relationships with other local and regional emergency response jurisdictions and the other relevant organizations and agencies.

The Chief may consult and assist such other jurisdictions in a reasonable manner in administrative and operational functions consistent with any mutual-aid agreements to which the District is or will become a party.

- c. Employee's participation in community, business, and civic organizations is encouraged.
  - d. The Chief may attain and maintain memberships and obtain periodicals and publications with the following Associations: Washington Fire Chiefs Association, Washington Fire Commissioners Association, International Fire Chiefs Association, and National Fire Protection Association, provided such publications and periodicals and any associated resources are made available to the District and staff.
  - e. Out-of-district training and education will be provided through the established training, travel, and education budgets. Reimbursement for professional development shall not exceed budgeted amounts without mutual written consent.
  - f. The Chief is encouraged to attend, at the expense of the District, the annual Washington Fire Chiefs Association Conference, and the annual Washington Fire Commissioners Association Conference. The Chief may send an employee of his choosing to either of these conferences in lieu of attending them himself.
5. **TERM** This Agreement is retroactively effective to November 1<sup>st</sup>, 2023 ("Commencement Date") and shall continue in force until December 31<sup>st</sup>, 2028 ("Termination Date"), unless renewed or terminated as provided by this Agreement. The Parties agree to discuss the decision to extend or not renew this Agreement no later than 6 (six) months prior to the Termination Date. This Agreement shall automatically extend by one (1) year if no decision is made to terminate or not renew this Agreement within ninety (90) days of term expiration.
6. **PERFORMANCE EVALUATION** The parties acknowledge that periodic performance evaluations are an important means by which the District and Employee may ensure effective communications regarding expectations and performance. To this end, the District will review and discuss the Employee's performance and set performance goals for Employee on an annual basis. Employee will request and schedule the annual performance evaluation as appropriate under District agenda procedures on or before May 1<sup>st</sup> of each year, or as otherwise directed by the Board.
7. **COMPENSATION**
- a. Effective November 1<sup>st</sup>, 2023, a base monthly salary ("Base Salary") of Thirteen Thousand Five Hundred (\$13,500) shall be payable on such dates as are consistent with common payroll practices for the District.
  - b. The Base Salary shall be adjusted upward effective and reflected on the first payroll of each year, commensurate with the same Cost of Living Adjustment (COLA) provided to

the full-time employees of the District, however not to exceed 3% increase and no less than a 2% increase.

- c. The Chief may participate in the district's 457 plan as provided by policy to all other full-time employees ("Deferred Comp").
- d. Additional Duty shall be compensated commensurate to that provided to all other full-time employees who provide *on-call after hours district duty officer* coverage. Such services shall not be construed or implemented in a manner that would jeopardize the Chief's FLSA-exempt status.
- e. When contracted to work under State or Federal emergency deployment, and only when all of Employees pay and benefits are charged to such temporary contract for services such that the costs to the district are fully compensated, Employee shall be placed on a non-exempt hourly pay basis calculated as Employee's current Base Salary divided by 2080 hours.
- f. Beginning May 1<sup>st</sup>, 2025, the District and Employee agree to conduct an annual salary review concurrently with the annual performance and evaluation set forth in this Agreement. The District may, but is not required to consider or approve merit increases or other compensation enhancement in conjunction with the annual salary review.

## **8. BENEFITS**

- a. The Chief shall be provided Health and Welfare Benefits as follows:
  - i. The Chief and his immediate family shall be eligible to participate in the group health and dental insurance plan provided by the district (currently WFCA PPO-300). The District shall pay one hundred percent (100%) of the portion of the premium, thereunder attributable to coverage of the Chief and the Chief's spouse and child(ren).
  - ii. The Chief shall participate in the employee selected HRA VEBA program.
  - iii. The Chief shall be eligible to participate in any group term life insurance program which may be provided by the District.
  - iv. The Chief may participate in any wellness and fitness programs, periodic physical evaluations, and health screenings provided and administered by the District.
- b. The Chief shall be entitled to paid time off as follows:

- i. 8 hours of sick leave per month to accrue no more than 1560 hours total. Sick leave may be used to care for immediate family members as determined by State law.
  - ii. 20 hours of Paid Time Off per month to accrue no more than 360 hours counted on the last day of June each year. Employee may opt to sell back to Employer at the current hourly pay rate, calculated by dividing Base Salary by 2080 hours, up to 80 hours of accrued Paid Time Off leave, applied only to the first payroll of July of each year.
  - iii. All holidays upon which the business office of the district is closed. Any time the Chief is required to respond to emergencies or perform duties or responsibilities during paid holidays, such holidays may be flexed to a different calendar day for his use within the calendar year. All flexed holidays shall be reported to the Employer.
  - iv. The Employee is entitled to additional paid leave such as bereavement leave, jury duty leave, Paid Family Medical Leave, and other leave in accordance with District leave policies and established otherwise as approved by the Employer.
  - v. Upon retirement, resignation, or voluntary termination of the Chief, Paid Time Off accruals will be paid out in full calculated at the time of occurrence, and Sick Leave accruals will be paid out at 33.33% and deposited in the Employer provided HRA VEBA account.
- c. Employee is a member of the Washington Law Enforcement Officers and Fire Fighters Plan 2 pension plan ("LEOFF2"). The District and the Chief shall contribute to such plan in accord with such amounts as are established by the Washington State Department of Retirement Systems or as otherwise established by the State of Washington.

9. **EQUIPMENT & EXPENSES** All district issued or provided clothing, equipment, supplies, vehicles, or any other Employer provided items, shall be returned to the district prior to final payout of all wages and accruals at any time the Chief terminates or is terminated according to sections 10, 11, and 12.

- a. The District shall provide all required personal protective clothing and equipment for use by the Chief. The district shall maintain ownership of such clothing and equipment.
- 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) annually. The district shall maintain ownership of such uniforms.

- c. The District shall make available to the Chief an equipped emergency response command vehicle, which shall be available for the Chief's use twenty-four (24) hours a day, however limited to the following uses:
  - i. Official district business.
  - ii. Personal use, provided, however, that during such periods of personal use, the Chief shall always be able and ready to respond to emergency incidents; and
  - iii. Commuting to and from the Chief's home.
- d. At the Chief's discretion, the Chief may use his personal vehicle for use on district business for which use the District will reimburse the Chief the current standard mileage reimbursement rate as determined by the Washington Office of Financial Management. 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, as determined by the District.
- e. The District shall provide the Chief with a cellular phone and data plan. The District shall bear all costs associated therewith for the official and 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 of 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.

#### **10. TERMINATION BY RESIGNATION, RETIREMENT, DISABILITY, OR DEATH**

- a. The Chief may voluntarily retire or resign. This Agreement shall be terminated sixty (60) days after receipt by the District from the Chief of his written notice of resignation or a mutually agreed upon period.
- b. This Agreement shall be terminated upon the date of death of the Chief, which shall be treated as a voluntary retirement.
- c. This Agreement shall be terminated in the case of disability of the Chief in the case that such disability prevents the Chief from fulfilling all roles, responsibilities, duties and essential functions as set forth herein, or as determined by written statement of a licensed and practicing physician, as compliant with State and Federal law. Such termination shall be treated as a voluntary retirement.

- d. In the event of voluntary resignation, non-renewal, retirement, or death, all benefits, accruals, and hours worked shall be paid in accordance with district policy, and no additional severance shall be considered.

**11. TERMINATION WITHOUT CAUSE** The district may terminate this Agreement, at any time, without cause, by majority vote. Upon termination without cause, 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 total Salary and benefits package for six (6) months and 100% of all Paid Time Off and 33.33% Sick Leave accruals. This total amount of severance will be processed and deposited accordingly during the payroll cycle following termination.

**12. TERMINATION FOR JUST CAUSE** 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.

- a. Employer, by majority vote, 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 any act of fraud, dishonest, misappropriation of funds, embezzlement, or immoral conduct in the rendering of services on behalf of the District;
  - iii. Current illegal use of drugs, substance abuse, being under the influence while on duty, or violation of the District's drug and alcohol policies.
  - iv. Mental or physical unfitness, as determined by a licensed physician agreed upon by the physician and the majority of the District, for the position the Chief holds, subject to the Chief's rights of reasonable accommodation under federal and state laws and subject to provisions of the Americans with Disabilities Act; and
  - v. Failure to perform the duties described in Section 2 of this Agreement within the Chief's control. This paragraph shall not apply if the Chief's most recent annual evaluation concludes the Chief is meeting standards.

**13. DUE PROCESS** If the District, for just cause, or for any other reason, 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. Prior to termination, the Chief is entitled to a conference with the District in which the Chief may present his explanation of the facts and refute the charges, orally or in writing.

**14. CONFLICTS BETWEEN AGREEMENT AND POLICY** In the event of any conflict between general District policies, practices and procedures and this Agreement, the terms of this Agreement shall prevail, as permitted by law.

**15. DISPUTE RESOLUTION** Prior to any other action, the District Commission Chair and the Chief shall meet and attempt to negotiate a resolution to any and all disputes arising under this Agreement.

If the Parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the San Juan County Superior Court, San Juan County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

**16. MISCELLANEOUS PROVISION** There are no third-party beneficiaries to this Agreement. The failure of either party to insist upon strict performance of this Agreement shall not impact that party's right to insist upon strict performance at a later time. This Agreement may be executed in counterparts, i.e. at separate times and separate places, and a copy of this Agreement shall be deemed as valid as an original. This Agreement shall be governed by Washington law. The benefits, rights and obligations under this Agreement shall not survive the termination of this Agreement.

**17. NOTICES**. Any notice relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by recognized overnight courier service, or three business days after deposit in the United States mail, certified or registered, return receipt requested with postage prepaid addressed as follows:

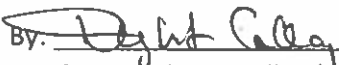

If to Employee: Mr. Noel Monin, 525 Carter Avenue, Friday Harbor, WA 98250




If to Employer: Board Secretary, C/O Board of District #3 Commissioners, 1011 Mullis St., Friday Harbor, WA, 98250


- 18. 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. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 19. ENTIRE AGREEMENT** The terms and conditions and covenants of this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms, conditions, and covenants as are included in this Agreement and may not be contradicted by evidence or any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreement between the Parties.

SAN JUAN COUNTY FIRE PROTECTION DISTRICT No. 3

By:  Date 2/13/2024 By:  Date 2/13/2024  
Commissioner Colley (Chair) Commissioner Appleton

By: \_\_\_\_\_ Date \_\_\_\_\_ By:  Date 2/13/24  
Commissioner Cardinale Board Secretary Taylor

EMPLOYEE

By:  Date 2/13/24  
Noel Monin

