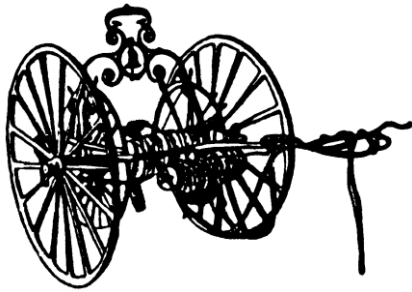


## **DISTRICT COPY**



## **NORTH SAN JUAN FIRE PROTECTION DISTRICT**

### **DISTRICT BUSINESS MANAGER EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made effective as of 1 July 2009 by and between North San Juan Fire Protection District ("Employer") and W. Tracy Corris ("Employee") who shall collectively be known herein as "the Parties".

#### **RECITALS:**

The parties agree as follows:

#### **EMPLOYMENT**

Employer shall employ Employee as District Business Manager as defined in Board Policy 1301.3 with principal duties as described in Board Policy 1605.8. See Attachment A. Employee accepts and agrees to such employment, subject to the general supervision, advice, and direction of Employer and the Employer's supervisory personnel. Employee is hired on a part-time basis for up to twenty hours per week on average over each month.

#### **TERM**

Employee's employment under this Agreement shall be for an unspecified term on an "at-will" basis, meaning that Employer or Employee can terminate the employment relationship for any reason, with or without good cause or reason. Advanced notification of termination by either party shall be in writing with at least ten business days notice given to the other party.

#### **COMPENSATION**

As compensation for the services provided by Employee under this Agreement, Employer will pay Employee an hourly rate as negotiated periodically between the Employer and the Employee and subject to Board policy and the salary schedule. Payment will be made in accordance with Employer's usual payroll procedures. The initial compensation is stated in Attachment A.

#### **PAID TIME OFF (PTO)**

No PTO accrues to the position of Business Manager.

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### **REIMBURSEMENT FOR EXPENSES**

Employee shall be reimbursed for ordinary business expenses, travel, training, and mileage at the approved reimbursement rate.

### **CONFIDENTIALITY**

The Business Manager is a confidential position with access to all District business, files, data, correspondence, and personnel information. Employee shall be subject to state laws governing confidentiality and shall exercise discretion and good sense in handling the District's affairs so as to maintain confidentiality.

### **COMPLIANCE WITH EMPLOYER'S RULES**

Employee agrees to comply with all of the rules and regulations of Employer as stated in the Districts Organizational Manual of which Employee has received a copy and signed the Acknowledgement Form.

### **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, oral or written. This agreement supersedes any prior written agreement between the parties.

### **MODIFICATION**

This Agreement may be modified, superseded or voided only if written, approved and signed by both Employee and Employer.

### **SEVERABILITY**

If any provision of this Agreement is ruled to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting each provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as solicited.

### **ATTORNEY FEES**

If any legal action based in contract law is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

### **EFFECT OF WAIVER**

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or

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power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**APPLICABLE LAW**

This agreement shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF** and acknowledging acceptance and agreement of the foregoing, Employer and Employee affix their signatures hereto.

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Employer: North San Juan Fire Protection District

By: Pat Leach

Title: Board Chair

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Employee: W. Tracy Corris

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## ATTACHMENT A

Following is an excerpt from the Districts Organizational Manual:

**1301.3. BUSINESS MANAGER:** Oversees financial and business operations of the District under the direction of the Fire Chief and oversight of the Board Treasurer.

**1605.8 BUSINESS MANAGER** (*SECTION 1605.8 UPDATED AND ADOPTED 10/17/06*)

The District Business Manager shall be appointed by the Board and shall be responsible for conducting District financial and business operations. The Business Manager interfaces with District personnel, other local agencies and the public in handling District business. The Business Manager shall be responsible for the disbursement of funds and the keeping of District business and financial records. The Business Manager shall report to the Board of Directors under the supervision of the Fire Chief and shall be considered a confidential employee. The Business Manager shall have duties as follows:

- Perform or supervise all disbursements of funds, such as but not limited to taxes, workers' comp, payments to vendors, employees, and other agencies; initiate inter-fund transfers as needed; transfer funds between other District accounts; sign checks
- Receive and deposit, with receipts, all incoming monies with the County Treasurer
- Prepare warrant requests from County Treasury General funds for deposit in District checking account and/or from County Treasury Mitigation funds payable to vendors
- Reconcile all District cash and bank accounts monthly
- Maintain District and Department business and personnel records using an approved accounting program to maintain financial data
- Authorize District and Department purchasing as approved by the Board
- Prepare financial reports and statements of expenditures and budget account balances for Board review and approval
- Attend Board meetings
- Provide financial data as requested by working committees
- Serve on Finance Committee; serve on other committees as requested
- Provide information and assistance to District's independent auditor and perform changes and updates to District books as recommended by annual audit.
- Establish administrative procedures that fulfill Board-approved goals
- Perform internal auditing; recommend and implement internal controls
- Recommend additions, deletions, and changes to Board policy and District practices
- Update life insurance records
- Work with District Administrator to ensure efficiency of District business needs
- Other tasks as assigned

**Beginning Salary:** \$20 per hour, up to 20 hours per week, to be increased to \$22/hr subject to satisfactory review.

**Performance Review:** Within 90 days, thereafter annually.