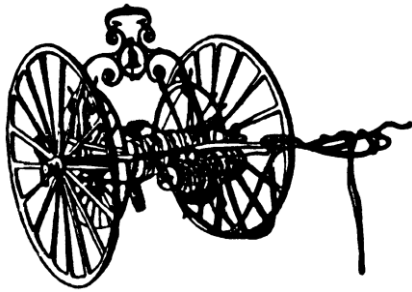


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## NORTH SAN JUAN FIRE PROTECTION DISTRICT

### FIRE CHIEF SERVICE AGREEMENT

NORTH SAN JUAN FIRE PROTECTION DISTRICT (hereinafter "District"), a California fire district organized under the Fire Protection District Law of 1987 (H&S Code section 13800 et seq.) acting through its Board of Directors, located at the Post Office Box 299, North San Juan, California 95960, (hereinafter referred to as the Board) and Jason Flores, located at P.O. Box 28, North San Juan, California, 95960, in consideration of the mutual promises made herein, agree as follows:

#### ARTICLE 1. TERM OF SERVICE

##### Specified Term

Section 1.01. The Board hereby appoints Jason Flores as Fire Chief (hereinafter the "Chief") who hereby agrees to serve the district in that position for a period of two years from the date of execution of this Agreement.

##### Earlier Termination

Section 1.02. This agreement may be terminated earlier as hereinafter provided.

#### ARTICLE 2. DUTIES AND OBLIGATION OF FIRE CHIEF

##### Title and Description of Duties

Section 2.01. The Chief of the North San Juan Fire Department shall do and perform all services, acts, or things necessary or advisable to fulfill the duties of a Fire Chief. However, the Chief shall at all times be subject to the direction of the Board, and to the bylaws, policies, and procedures adopted by the Board. The Chief's duties and job description are more specifically set forth in the Fire Chief Job Description, and in any successor document, as the Board may from time to time adopt.

Section 2.02. The Chief agrees that, to the best of his/her ability and experience and within the resources provided by the District, the Chief will at all times loyally and

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conscientiously perform all of the duties and obligations required of him/her either expressly or implicitly by the terms of this agreement.

### **ARTICLE 3. OBLIGATIONS OF THE BOARD**

#### **General Description**

Section 3.01. The Board shall provide the Chief with the incentives, benefits, and business expense reimbursements specified elsewhere in this agreement.

#### **Office and Staff**

Section 3.02. The Board shall provide the Chief with secretarial help, office equipment and supplies, and other facilities and services, as necessary for the performance of his/her duties.

Section 3.03. The Chief shall participate, during his first year, in a six-month performance evaluation with the Board or a committee designated by the Chair, and annually thereafter.

### **ARTICLE 4. COMPENSATION OF THE CHIEF**

Section 4.01. The Board agrees to initially provide the following incentives, benefits, and expense reimbursements which may be changed from time to time, as circumstances and the District budget may necessitate:

- a) Public recognition as the Chief of the Department;
- b) Training necessary for the performance of Chief's duties;
- c) Clothing and personal equipment determined by the Board to be necessary for the performance of Chief's duties;
- d) Vehicle and equipment determined by the Board to be necessary for the performance of Chief's duties;
- e) Reimbursement for necessary travel expenses;
- f) Worker's Compensation coverage while performing District business.
- g) Compensation of \$1,200 per month for the first year of this contract and \$1,500 per month for the second year..
- h) Reimbursements as given to firefighters.

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## **ARTICLE 5. BUSINESS EXPENSES**

### **Business Expenses**

Section 5.01.

The Board shall promptly reimburse the Chief for all reasonable business expenses incurred by the Chief in promoting the business of the Board, including expenditures for approved travel. Receipts and documentation of expenses are required.

## **ARTICLE 6. TERMINATION OF SERVICE**

### **Termination by Board**

Section 6.01. This agreement may be terminated by the Board at any time with or without cause, subject only to the Chief's right to notice and an opportunity to be heard.

### **Termination by Chief**

Section 6.02. The Chief may terminate his/her obligations under this agreement by giving at least sixty (60) days notice, in advance.

## **ARTICLE 7. GENERAL PROVISIONS**

### **Notices**

Section 7.01. Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail. Notices shall be deemed communicated as of the date of receipt.

### **Attorney's Fees and Costs**

Section 7.02. 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 contract.

### **Entire Agreement**

Section 7.03. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the appointment of the Chief by the Board, and contains all of the covenants and agreements between the parties with respect to that appointment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on

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behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

## Modifications

Section 7.04. Any modification of this agreement will be in writing and approved by the Board and the Chief.

## Effect of Waiver

Section 7.05. 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 power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

## Partial Invalidity

Section 7.06. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

## Law Governing Agreement

Section 7.07. This agreement shall be governed by and construed in accordance with the laws of the State of California.

Dated: \_\_\_\_\_

\_\_\_\_\_  
W. Tracy Corris, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jason D. Flores , Chief