

EMPLOYMENT CONTRACT

Southern Inyo Fire Protection District

This employment agreement (“Agreement”) is made and effective as of July 14, 2025 by and between:

Employer: Southern Inyo Fire Protection District, (“Employer”) with a mailing address of PO Box 51, Tecopa, CA 92389

Employee: Mike Jerry, (“Employee”) with a mailing address of PO Box 145, Tecopa, CA 92389.

WHEREAS the Employer intends to hire the Employee for the Position of District Administrator and the Employee desires to provide their services to the Employer for payment.

IN CONSIDERATION of promises and other good and valuable consideration, the parties agree to the following:

I. EMPLOYEE DUTIES. The Employee agrees that they will act in accordance with this Agreement and with the best interests of the Employer in mind, which requires them to present the best of their skills, experience, and talents, to perform all the duties required of the Position. In carrying out the duties and responsibilities of their Position, the Employee agrees to adhere to any and all policies, procedures, rules, regulations, as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.

II. RESPONSIBILITIES. The Employee shall be given the job title of District Administrator, (“Position”) which shall involve:

This position reports to the Board of Directors and is subject to modification.

DUTIES

- Mail and phone correspondence
- Maintain financial and historical records, run/reconcile reports, data entry, petty cash, bill payment, payroll, administer district credit card, make deposits, perform monthly transfers of funds to County
- Liaise with ambulance/fire billing agency to ensure billing occurs appropriately
- Maintain regular office hours with some flexibility
- Attend District governing Board meetings and provide informal status reports
- Participate in community outreach programs and help with fundraising efforts
- Administer Maddy and other grants
- Assist Fire Chief in liaising with other agencies to assure district preparedness
- Assist Board by producing meeting agendas, notices, minutes, any necessary resolutions and assembly of packets for board members prior to District board meetings
- Maintain personnel files and records and assist Fire Chief with administration of personnel matters
- Maintain PCs, network(s), website and technical infrastructure in office as well as online accounts for vendors and necessary services
- Maintain inventory systems for equipment and gear
- Maintain NFIRS/ICEMA reporting
- Liaise with ICEMA in maintaining the District’s standing
- Administer and maintain District insurance policies
- Administer District compliance training for crew and board (harassment, ethics, etc.)
- Administer board member financial compliance (Form 700)

- Ensure bylaws, policies and other legal District structure is updated regularly
- Identify and pursue necessary capital improvement projects, including grant opportunities, construction and maintenance
- Monitor new construction within the District, especially large scale projects in Charleston View
- Complete in-office portion of annual tax assessment roll update each year
- Participate in fundraising efforts and District budgeting
- Water kiosk: Stay informed about its operation and perform some monthly administrative duties
- Various administrative duties as required
- Other duties as assigned

The Employer may also assign other duties to the Employee from time to time. The Employee shall be expected to work **part-time**.

III. EMPLOYMENT PERIOD. The Employer agrees to hire the Employee:

At-Will which means this Agreement may be terminated at any time by either the Employee or Employer. After termination by any of the Parties, neither will have any obligation other than the non-disclosure of the Employer's privacy protected information as outlined in Section X.

- a.) **Employee's Termination.** The Employee shall have the right to terminate this Agreement by providing at least 30 days' notice.
- b.) **Employer's Termination.** The Employer shall have the right to terminate this Agreement by providing at least 30 days' notice, unless the termination is for cause.

IV. PAY. As compensation for the services provided, the Employee shall be paid \$20,000 per annum ("Compensation"). The Compensation is a gross amount that is subject to all local, State, Federal, and any other taxes and deductions as prescribed by law. Payment shall be distributed to the Employee on a monthly basis.

- a.) **Commissions.** In addition to the aforementioned Pay, the Employee shall be entitled to seek compensation for additional administrative services through and as part of successful grant funding application on behalf of the Employer for special projects and capital improvements.
- b.) **Call Out Pay.** With the exception of the Baker to Vegas stipend, there will be no callout stipend for responding to calls as a volunteer firefighter.

V. EMPLOYEE BENEFITS. The Employer does not offer benefits other than the standard vacation, unemployment and worker's compensation coverage.

VI. OUT-OF-POCKET EXPENSES. The Employer agrees to reimburse the Employee for any expenses approved by the SIFPD governing board that are incurred in the course of discharging Employee's duty, including: Travel, Food, Lodging, Mechanical and Repair expenses paid out of pocket on Employer-owned vehicles, and other expenses as discussed and approved by the governing board.

VII. OWNERSHIP INTEREST. This Agreement shall not include partial ownership in the business operations of the Employer.

VIII. PAID TIME OFF ("PTO"). The Employee is entitled to 15 paid days off per year until the Employee's fifth anniversary with the District (February 11, 2026) at which time it increases to 20 paid days off per year. This time can to be used by the Employee for vacation, sick time and

personal leave. It is required for the Employee to give notice before scheduling time off in accordance with District policy. This shall be arranged with other personnel to be sure Employee's duties are covered in his absence and shall be reported to the board and logged in Employee's file to keep a clear record.

Any unused PTO shall be forfeited at the end of the year.

IX. FEDERAL HOLIDAYS. The Employee shall be eligible for 5 paid federal holidays of the Employee's choice which can be flexible from year to year. The Employer does not expect the business of the Employer to be conducted on major holidays including Thanksgiving, Christmas and New Year's Day. Employee has the option to make up work hours on other days.

X. CONFIDENTIALITY. The Employee understands and agrees to keep any and all information confidential regarding the business, and most importantly, the privacy of the patients and entities served by the Employer ("Confidential Information"). The Employee understands that disclosure of any such Confidential Information, either directly or indirectly, may result in litigation. In addition, if it is found that the Employee divulged Confidential Information to a third party, the Employer shall be entitled to any and all reimbursement for any legal and attorney's fees incurred as a result.

a.) **Post Termination.** After the Employee has terminated their employment with the Employer, the Employee shall be bound to **Section X** of this Agreement in perpetuity.

XI. NON-COMPETE.

There shall be no Non-Compete clause established in this Agreement.

XII. EMPLOYEE'S ROLE. The Employee shall have the right to act in the capacity of the Employer. This includes, but is not limited to, making written or verbal agreements with any customer, client, affiliate, vendor, or third (3rd) party, this includes but is not limited to negotiating written or verbal agreements, pending board approval when required.

XIII. APPEARANCE. The Employee must appear at the Employer's desired workplace at the time scheduled for no fewer than 20 hours per week. Employee may set his own schedule with the approval of the governing board and then is required to adhere to that schedule unless a change is submitted and approved by the board. If the Employee does not appear when scheduled, without notice, for any reason, on more than 4 separate occasions in a 12-month calendar period, the Employer has the right to terminate this Agreement immediately.

XIV. PERFORMANCE REVIEWS. The Employee must appear <ANNUALLY? SEMI-ANNUALLY? QUARTERLY?> before the board for a review of the job performance of the Employee.

XV. DISABILITY. If for any reason the Employee cannot perform their duties, by physical or mental disability, the Employer may terminate this Agreement by giving the Employee 30 days' written notice.

XVI. COMPLIANCE. The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Employer, including obeying all local and federal laws. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their Position, the Employer may terminate this Agreement without severance as stated in Section III.

XVII. RETURN OF PROPERTY. The Employee agrees to return any and all property of the Employer upon the termination of employment. This includes, but is not limited to, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that is requested by the Employer. Uniform t-shirts issued to Employee become Employee's permanent property.

XVIII. NOTICES. All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the following mailing addresses:

Employer
SIFPD
P. O. Box 51
Tecopa, CA 92389

Employee
Mike Jerry
P. O. Box 145
Tecopa, CA 92389

The aforementioned addresses may be changed with the act of either party providing written notice.

XIX. AMENDMENTS. This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all parties.

XX. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXI. WAIVER OF CONTRACTUAL RIGHTS. If the Employer or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall retain the right to enforce and compel the compliance of this Agreement to its fullest extent.

XXII. GOVERNING LAW. This Agreement shall be governed under the laws of the State of California.

XXIII. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

EMPLOYEE

Signature

Date

Print Name

Title

EMPLOYER

Signature

Date

Print Name

Title