

EMPLOYMENT CONTRACT

Southern Inyo Fire Protection District

This employment agreement ("Agreement") is made and effective as of September 27, 2022 by and between:

Employer: Southern Inyo Fire Protection District, ("Employer") with a mailing address of P. O. Box 51, Tecopa, CA 92389
Employee: Phillip Worsman, ("Employee") with a mailing address of _____.

WHEREAS the Employer intends to hire the Employee for the Position of Fire Chief 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 Fire Chief, ("Position") which shall involve:

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

DUTIES

Fire

- Report to the District governing board at its regular monthly meeting and work with board members and committees as needed.
- Supervise fire/EMS personnel
- Assign duties to volunteer responders and evaluate performance
- Ensure proper training and verify crew certification is up to date
- Delegate duties as necessary
- Recruit new volunteers
- Conduct after action review
- Maintain NFIRS reports
- Maintain standard operating procedures or general operating guidelines
- Oversee annual tax assessment for the District
- Perform fire inspections within the District

Employee's Initials - _____ Employer's initials - _____



- Maintain inventory systems for equipment and gear
- Oversee fleet maintenance and ensure readiness
- Set and maintain regular work schedule with some flexible hours
- Respond to 911 calls as per schedule as lead officer without call out pay during working hours, with pay outside of working hours
- Act as liaison to other agencies as needed to maintain operational readiness of the District.
- Identify and pursue necessary capital improvement projects, including grant opportunities, construction and maintenance.
- Oversee the District's expansion of operations into Charleston View in a timely manner.
- Monitor new construction within the District, especially large scale projects in Charleston View.
- Oversee completion of annual tax assessment roll update each year.
- Participate in fundraising efforts and District budgeting.
- Maintain District area water map/tanks.
- Water kiosk - Stay informed about its operation.
- 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 XII.

- 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 **\$1 per year** ("Compensation") for **20 hours work** each week. 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 an annual 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.** Volunteers are entitled to claim a call out stipend of \$40 when called out to respond to and complete a fire or EMS incident, or \$20 for an incomplete call. If Employee, in this case the Fire Chief, responds during regularly scheduled working hours, he is paid at his hourly rate and is not entitled to call out pay. If total response time to the call in the field extends beyond the Employee's regular working hours, he will be entitled to call out pay.

V. EMPLOYEE BENEFITS. The Employer does not offer benefits other than the standard 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. TRIAL PERIOD. Other than certain benefits prescribed by law, the Employee will not be eligible for Benefits, Vacation Time, or Personal Leave until after the first 90 days of employment ("Trial Period"). In addition, the Employee will not be eligible for vacation time off that would be paid or unpaid during the trial period.

IX. VACATION TIME. After the Trial Period is complete, the Employee is entitled to 5 paid days off per year. It is required for the Employee to give notice before scheduling their vacation 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 Vacation Time shall be forfeited at the end of the year.

X. PERSONAL LEAVE. After the Trial Period, the Employee shall be eligible for 5 days of **paid** time off per year for personal and/or medical issues. 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 Personal Leave shall be forfeited at the end of the year.

XI. FEDERAL HOLIDAYS. The Employer does not offer Federal Holiday paid days. 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.

XII. 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 (3rd) 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 XII** of this Agreement in perpetuity.

XIII. NON-COMPETE.

Employee's Initials - _____ Employer's initials - _____



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

XIV. 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.

XV. APPEARANCE. The Employee must appear at the Employer's desired workplace at the time scheduled. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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
Phillip Worsman

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

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

XXI. 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.

XXII. 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.

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

XXIV. 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.

EMPLOYER

Signature Date _____

Print Name

Title

EMPLOYEE

Signature Date _____

Print Name

Title

Employee's Initials - _____ Employer's initials - _____

