

**FOREST LAKES FIRE DISTRICT
EMPLOYMENT AGREEMENT – FIRE CHIEF**

Preamble

This Employment Agreement is entered into effective as of the 1st day of July, 2024, by and between the Forest Lakes Fire District (hereinafter “FLFD” or “District,” as the context requires) and David Rodriguez (hereinafter “Chief” or “Chief Rodriguez,”) as the context requires. The parties hereby agree that David Rodriguez shall be employed as Fire Chief of the District under the following terms and conditions:

Recitals

WHEREAS, the District is a duly constituted fire district in Coconino County, Arizona, and a political subdivision of the state of Arizona; and

WHEREAS, Chief Rodriguez has been and is currently serving as Fire Chief of the District, and the District desires Chief Rodriguez to continue to serve as Fire Chief for the District; and

WHEREAS, Chief Rodriguez by virtue of his training, education and experience is fully qualified to continue the position, and desires to continue to serve as the District’s Fire Chief; and

WHEREAS, the District and Chief Rodriguez wish to enter into an agreement in this regard and to replace the current agreement between the District and Chief Rodriguez.

NOW THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the parties agree as follows:

Covenants

1. Term.

- 1.1 Subject to the limits set forth in this Agreement below, this Agreement shall replace the existing agreement currently in place, dated June 18, 2022, subsequently modified December 16, 2023 and shall be effective on the date executed by the parties and shall terminate on June 30, 2026 unless renewed or terminated as otherwise set forth in this Agreement (subject to any future board’s right to review and terminate). Note that this Agreement’s dates coincide with the District’s fiscal year which runs from July 1 through June 30.
- 1.2 This contract may be terminated, with or without cause, as more specifically set forth herein.

2. **Duties.** The duties of the Chief shall include the following:

- 2.1 The Chief shall perform the duties as set forth in the fire chief's job description, consistent with FLFD's policies, administrative procedures, administrative directives, SOPs, and/or department regulations, each as may be amended from time to time.
- 2.2 The Chief shall enforce a personnel policy manual and Standard Policy Operating Guidelines as approved by the board.
- 2.3 The Chief shall comply with the goals and responsibilities, including leadership improvement actions, as assigned by the District Governing Board.
- 2.4 The Chief (or the Chief's designee if the Chief is unavailable) shall attend all scheduled meetings of the District Board, and report monthly on matters affecting the District.
- 2.5 The Chief shall be responsible for the hiring of any and all staff provided however, the Chief may not exceed current staffing budget levels without prior Board approval. In this context, staff includes On Duty Staff, Paid on Call personnel, Administration, and volunteer administrative assistance; collectively 'staff'.
- 2.6 Except as otherwise directed by the FLFD Board, the Chief shall be responsible for supervising all staff, and providing for the assignment, training, discipline, testing, promoting, reassigning and directing the conduct of all staff on an ongoing basis.
- 2.7 Consistent with direction from the FLFD Board, the Chief shall assist in the preparation and implementation of the annual budget; assist in the preparation and implementation of the 5 Year Strategic Plan as well as the Budget Projection, including annual updates; arrange for the acquisition and purchase of equipment, supplies and services necessary for the operation of FLFD; maintain custody and control of FLFD equipment; and to provide for maintenance of the same.
- 2.8 The Chief shall maintain a chain-of-command consistent with the policies and practices of FLFD, prepare and maintain appropriate records, oversee the day-to-day operations, planning, organization, coordination and implementation of all FLFD policies, procedures and functions, and coordinate FLFD's operations with other governmental agencies, including federal, state, county, and local government.
- 2.9 The Chief shall prepare, cause to be prepared, and properly preserve all technical reports and documents and public records necessary for the effective operation of FLFD, including but not limited to medical reports, OSHA reports, worker's compensation, ADHS reports, all reports required to be submitted to the state of

Arizona, ADOR, or otherwise, training reports, maintenance reports, equipment and acquisition documentation, personnel records and such other items as may be necessary, to provide for the efficient operation of FLFD.

- 2.10 The Chief shall assist in the preparation and implementation of any Memorandum of Understandings (MOU), Intergovernmental Agreements (IGA), and other contracts, as may be necessary, from time to time.
 - 2.11 The Chief shall maintain operational, administrative, and management skills and education as may be necessary to effectively complete the duties set forth herein.
 - 2.12 The Chief will fulfill his duties at the normal place of business of FLFD or at such other places as designated by the FLFD Board, and shall devote full time and attention to the business affairs of FLFD. Chief shall not engage in other employment or other activity during the term herein which would interfere with his ability to perform his duties and responsibilities under this Agreement. In the event Chief should engage himself in any other employment, he shall, at least 10 days prior to accepting, notify the FLFD Board, in writing and seek Board approval.
3. **Salary and Benefits.** In consideration for Chief Rodriguez serving as Fire Chief of FLFD and for all services rendered under this Agreement, FLFD shall provide the following:
- 3.1 *Salary.* Per Board action, the designated salary amounts shall be \$97,800 for FY 24-25 and \$97,800 for FY25-26, less scheduled payroll deductions, paid in bi-weekly increments. (The parties acknowledge that the fire chief position is FLSA exempt from overtime.)
 - 3.2 *Vehicle.* The District shall issue the Chief a command vehicle for response capability seven (7) days a week. The District shall provide all maintenance and fuel for said vehicle.
 - 3.3 *Work Hours.* The Chief will fulfill his duties at the normal place of business of FLFD or at such other places as directed by the FLFD Board, and shall devote full time and attention to the business affairs of FLFD. This agreement places full-time responsibility (24 hours per day, 7 days per week) and accountability on the Chief while at the same time acknowledging he may have less than full time presence at the FLFD.
 - 3.4 *Retirement.* If eligible, the Chief shall be entitled to participate in any retirement plan or deferred compensation plan sponsored by the District. In that event, the Chief and employer contributions, if any, will be governed by statute and by the plan documents, as amended from time to time, at the discretion of the District, provided however, the District shall only be obliged to contribute to the extent required by law.

3.5 *Vacation/Sick Leave.* The Chief shall be entitled to vacation and sick leave consistent with the District's policy then in effect, as amended from time to time. Any unused vacation or sick time shall not accrue to total more than 30 days for each. In the event of separation of employment, any unused vacation (but not sick time) shall be paid out, as otherwise set forth in the District's policy.

In conjunction with the leave provided for herein, the Chief shall post a schedule, using Microsoft Outlook on or before the first day of each month, indicating the planned work schedule, to include vacation, trainings, events, meetings, and dates during which the Chief will be away from the District. If the leave will be for longer than 48 hours, the Chief shall notify the Board Chairman of who (or which officer) will be in charge in his absence.

3.6 *Holidays.* The Chief shall be entitled to take off, without any additional pay, the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas, or a suitable alternate date if taken within 14 days of said holiday.

3.7 *Insurance.* If eligible, the Chief shall be entitled to participate in any FLFD sponsored health, dental, or life insurance plans. In that event, the Chief and employer contributions, if any, will be governed by statute, by the plan documents, and by policy, as amended from time to time, at the discretion of the District, provided however, the District shall only be obliged to contribute to the extent required by law or provided by policy.

3.8 *Uniform Allowance.* The Chief will be provided an annual uniform allowance in accordance with the approved annual budget for the purpose of purchasing and maintaining appropriate District uniforms.

3.9 *Facilities, Computer, Phone.* The Chief shall be provided with an office to be located within one of the District facilities and equipment sufficient to adequately perform the duties of Chief, to include: computer, tablet or laptop.

3.10 *General District Benefits.* The benefits and terms of this Agreement supersede and replace all other benefits provided in any policy provisions that are otherwise applicable to the personnel of the District.

4. **Performance Evaluation.** The District Governing Board shall provide an evaluation of the Chief during the fourth quarter of each fiscal year during the term of his employment which shall be administered by the Board Chairman. The process at a minimum shall include a self assessment to be completed by the Chief, and the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The Board's evaluation to be based on all dimensions listed in a "Chief Evaluation" form, as approved by the Board. The Board may also provide a semi-annual evaluation, which may include new objectives, including but not limited to fiscal matters.

The failure of the Governing Board to provide for a timely evaluation shall not be considered a breach of this Agreement and shall not give rise to a claim for damages.

5. **Termination for Cause.** FLFD may terminate the Chief's employment immediately for any of the following reasons:
 - 5.1 Violation of FLFD's rules, regulations, mandates, resolutions, directives, or policies which may be applicable to the Chief, as amended from time to time, or violation of any term of this Agreement.
 - 5.2 Incompetency or inattention to, or dereliction of, duty.
 - 5.3 Dishonesty, insubordination, willful misconduct, or negligence in the performance of the Fire Chief's duties.
 - 5.4 Theft, misappropriation or misuse of FLFD's property or funds.
 - 5.5 Use of alcohol while on duty, or the use of illegal drugs, or violation of the FLFD's drug or alcohol policy.
 - 5.6 Conviction of a felony or a conviction of a misdemeanor involving moral turpitude.
 - 5.7 Conduct unbecoming.

In the event the District terminates the Chief for cause as defined in this paragraph, the Chief shall not be entitled to receive the severance agreement set forth in Section 6.2 below and shall not be entitled to receive payment for any accrued but unused vacation as set forth in Section 3.5 above.

6. **Termination Without Cause.** Either party may terminate the Chief's appointment as Fire Chief at any time without cause, but in so doing, the following conditions shall apply:
 - 6.1 If the Chief terminates his status without cause, he shall give FLFD not less than sixty (60) days prior written notice, so as to allow FLFD time in which to find a replacement for him, a process the Chief will actively assist in.
 - 6.2 *Severance.* In the event the District terminates the Chief's employment without cause, the Board will provide the Chief with a thirty (30) day written notice, and shall pay the Chief, upon his departure, a severance payment equal to the amount of pay that the Chief would earn for one month of service to the District, calculated on his then current salary, in exchange for the Chief's execution of the form of release attached hereto as Exhibit "A". Notwithstanding the foregoing, the parties acknowledge that said severance package may not be binding on a future board. If invalidated by a future board, said severance payment shall lapse, and the Chief

shall forfeit any such payment, and shall be entitled to compensation only through the last day of employment.

In addition, this Agreement is subject to cancellation by FLFD, pursuant to the mandates of A.R.S. §38-511.

7. **Notices.** All notices, including notice of termination, with or without cause, shall be given, in writing, and delivered personally, or by first class mail, to the listed addresses, or by e-Mail, as appropriate:

Forest Lakes Fire District
Attention: Board Chair
1508 North Merzville
PO Box 1808
Forest Lakes, AZ 85931

David Rodriquez
10903 E. Raintree Dr.
Scottsdale, AZ 85255

8. **Applicability of Policy.** This Agreement supersedes any and all policy provisions to the extent it is different from or contradicts the provisions of FLFD policy.
9. **Modifications.** Any modifications to this Agreement shall be effective only if in writing and signed by both the parties hereto.
10. **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 power at any one time or times be deemed a waiver of relinquishment of that right or power for all or any other times.
11. **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable under existing regulations or statutes and/or is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nonetheless continue in full force without being impaired or invalidated in any way.
12. **Budgetary Limitations.** This contract is subject to the budget laws of the state of Arizona that require the adoption of a budget each fiscal year. This Agreement shall terminate at the end of any fiscal year preceding that fiscal year which the Governing Board fails to appropriate the full amount of funds necessary to pay the salary of the Chief for the ensuing fiscal year.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, in full force and effect as of the date of execution.
14. **Dispute Resolution and Waiver of Jury Trial.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration to the extent allowed by law. In any event, the parties hereto waive any rights to a trial by jury. The parties hereto further expressly covenant and agree that each party shall be responsible

for their own attorneys' fees incurred in conjunction with any dispute, arbitration or judicial action arising from this Agreement. In the event of litigation arising from this Agreement, no party shall be entitled to an award of attorneys' fees, either pursuant to this Agreement, pursuant to A.R.S. §12-341.01, or pursuant to any other state or federal statute.

DATED this _____ day of _____, 2024.

FIRE CHIEF:

FOREST LAKES FIRE DISTRICT

David Rodriquez

By: _____
Chairperson

ATTEST:

By: _____
Clerk

Exhibit "A"

RELEASE AGREEMENT

This Release Agreement ("Agreement") is made and entered into by and between David Rodriquez ("Employee") and Forest Lakes Fire District ("Employer"); and is intended by the parties to settle and dispose of any and all claims and liabilities that may exist between them arising out of or relating in any way to Employee's prior employment with Employer.

RECITALS

- A. Employee currently works for Employer as the Fire Chief.
- B. The parties desire to enter into this Agreement as a complete and final settlement of any and all claims or causes of action of any kind which Employee has or may have arising out of, or relating in any way to, his employment by Employer.
- C. By entering into this Agreement, the parties mutually and voluntarily agree to be legally bound by the terms set forth herein.

COVENANTS

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Consideration.** As and for consideration, as more fully set forth in the Chief's Employment Agreement with Employer, Employer agrees to pay said the sum of one month's salary, totaling one twelfth of his then existing annual salary, less all required withholdings, within 14 business days following the expiration of the seven (7) day revocation period set forth in Section 5(C) below, provided that Employee has not revoked his signature during that seven day period (or later, if the twenty-one (21) day period set forth in Section 5(B) below, has not yet then expired or been waived or satisfied). Upon being paid this amount, Employee acknowledges that he is not owed any further monies by Employer.
- 2. Last day of Employment and Return of Personal Property.** Employee's last day of employment shall be the date designated by written notice by the Employer's Governing Board, ("Termination Date"). By the end of the day on Employee's last day of employment, Employee agrees to return all of Employer's property to Employer, including but not limited to all keys, equipment, materials, documents, information, manuals and other property of the Employer that Employee obtained during his employment. Employee also agrees not to take, or use for any purpose, any confidential information of the Employer following his termination of employment.
- 3. Vacation Leave Payout.** Employee shall be compensated for all accrued but unpaid vacation leave.

4. Full Waiver and Complete Release. In consideration of the covenants set forth in Paragraph 1 above and the mutual covenants contained herein:

- A. Employee, on behalf of himself, his heirs, executors, administrators, successors and assigns, does hereby forever completely release, discharge, cancel, waive, acquit and covenants not to sue Employer (including any and all of its officers, directors, members of its Board, employees, agents, attorneys, affiliated companies and all their predecessors and successors in interest), from and for any and all claims, complaints, causes of action, and demands of any kind, nature or character which Employee has, ever has had, or may have arising out of or relating in any way to his employment with Employer, including any and all attorneys' fees and costs that may be related thereto. **This release specifically includes any and all such claims Employee may have, whether currently known or unknown, as of the time of signing this Agreement.**
- B. This FULL WAIVER AND COMPLETE RELEASE includes, but is not limited to, all "wrongful discharge" or "constructive discharge" claims; all claims relating to any contracts of employment, expressed or implied; any covenant of good faith and fair dealing, expressed or implied; any tort of any nature; any federal, state or local law, statute or ordinance, including but not limited to any and all rights and claims arising under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act; the Family and Medical Leave Act; the Employment Retirement Income Security Act of 1974; the Fair Labor Standards Act; the Age Discrimination in Employment Act; the Workers Adjustment & Retraining Notification Act (WARN); the Genetic Information Nondiscrimination Act; the Arizona Civil Rights Act and the Arizona Employment Protection Act; and/or any other federal, state, or local law, statute or ordinance, as well as any contract or tort causes of action arising out of, or relating in any way, to his employment with Employer.
- C. **Employee recognizes and acknowledges that this FULL WAIVER AND COMPLETE RELEASE includes claims which Employee currently may not know about which are based on facts which occurred before the effective date of this Agreement, but it does not include any claims, if they should arise in the future, which are based on facts which occur after the effective date of this Agreement.**

5. Age Discrimination in Employment Act Requirements. This Agreement includes a release of any and all claims that may exist under the Age Discrimination in Employment Act.

- A. **Attorney Consultation Advised.** Employee is advised to consult with an attorney prior to executing this Agreement.
- B. **Twenty-One (21) Day Consideration Period.** By his signature below, Employee affirms that he has been given at least 21 days in which to consider this Agreement.

C. Seven (7) Day Revocation Period. Employee may revoke this Agreement at any time within seven (7) days following his execution of the Agreement. Such revocation must be provided in writing and received during the seven (7) day revocation period. To be effective, the revocation must be delivered to the following individual within that (7) day revocation period:

Forest Lakes Fire District
Governing Board Chairperson
1508 North Merzville
PO Box 1808
Forest Lakes, AZ 85931

D. Effective Date. This Agreement shall not become effective or enforceable until the foregoing revocation period has expired.

6. No Reemployment. Employee agrees that he or she will not seek reemployment with Employer.

7. Complete Agreement. This Agreement constitutes the full and complete understanding of the parties. There are no other agreements or representations, written or oral.

8. Applicable Law, Venue and Attorneys' Fees. This Agreement is to be construed and interpreted in accordance with the laws of the State of Arizona, except as those laws may be preempted by federal law. Any action arising out of or relating in any way to this Agreement shall be brought only in Yavapai County Superior Court or a federal court of competent jurisdiction in Arizona. In the event of a dispute regarding this Agreement, each party agrees to pay its own attorneys' fees and costs.

9. Reliance and Understanding. Each party represents that it has read and understands the terms of this Agreement, that it has relied only upon its own legal counsel, and that it has not relied upon any representation made by another party or that party's counsel, except for representations specifically set forth herein.

10. No Admission of Liability. This Agreement shall in no way be construed as an admission of liability by either party.

11. Confidentiality. Employee agrees to keep the terms and conditions of this Agreement confidential and shall not disclose any of its terms or conditions to any other persons except his counsel, immediate family, financial advisor, as may be required to enforce the terms of this Agreement, or as may be required by applicable law.

12. Understanding of Binding Effect. Employee expressly warrants that he has had the requisite period of time to consider this Agreement, that he understands the binding legal effect of this Agreement, that he is executing this Agreement free of any duress or coercion and that it is his intention that he be legally bound by its terms.

13. Tax Disclaimer. Employee acknowledges that Employer has not made any representations regarding how the Arizona Department of Revenue, the Internal Revenue Service or any other state or federal department or agency will treat any portion of the amount paid under this Agreement. Employee agrees to be fully responsible for any tax obligations arising out of the payments made herein and hereby waives, releases and covenants not to sue Employer with respect to any determination by any entity regarding the treatment of the amount paid under this Agreement.

14. Headings and Counterparts. The headings in this Agreement are for reference only and shall not be construed to limit or define the meaning of any of its provisions. This Agreement may be executed in counterparts.

15. Severability. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

Employee

Date: _____

Employer

Date: _____

Its: _____