Employment Agreement

This Employment Agreement ("agreement") is entered into between the San Simon Fire District, an Arizona Fire District (the "District") and John Novak (the "Fire Chief") effective as of the date of approval by the District as set forth below.

RECITALS

A. For purposes of this Agreement, the District acts through the authority of the San Simon Fire District Governing Board (the "Board").
B. The Fire Chief is a paramedic/firefighter with
C. The Board selected the Fire Chief effective as of August 20, 2022, and he has been serving in the capacity of Fire Chief since that date.
D. This Agreement replaces and supersedes any prior agreement of employment, whether written or oral, between the District and the Fire Chief.
E. The Board and the Fire Chief mutually desire to extend the Fire Chief's employment upon the terms and conditions as set forth in this Agreement and further desire a multi-year agreement to provide continued stability for the District and the Fire Chief.

For the mutual promises set forth in this Agreement, the District and the Fire Chief agree as follows.

1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
2. Direction and Instruction. The Fire Board shall instruct and direct Fire Chief and Fire Chief shall take instruction and direction only through the action of a majority of a quorum at a properly noticed Board meeting. No single Board member is authorized to instruct or direct the Fire Chief unless authorized to do so by a majority of a quorum at a duly noticed Board meeting.
3. Powers and Duties. During the term of this Agreement, the Fire Chief will use his best efforts to on behalf of the District in carrying out the duties as set forth on the attached Job Description and as it may be amended from time to time by the Board. In addition,
    a. Fire Chief is the Chief Executive and Chief Operations Officer for the District and is the top of the District's operational and administrative chain of command for all the District's employees and volunteers.
    b. Fire Chief is a firefighter/paramedic expected to respond to emergency and non-emergency calls when on-call.
    c. Fire Chief shall attend all meetings of the District's Governing Board unless excused and shall take part in the discussion of all matters coming before the Board.
    d. Fire Chief shall have the authority to appoint, suspend, or remove employees or volunteers except as otherwise provided by the District policies or state or federal law.
    e. Fire Chief shall prepare the District's budget annually, including all funds of the District and submit to the Board as part of the annual budging process.

f. Fire Chief be responsible for administering the budget as adopted by the Board and making regular budget reports to the Board.
g. Neither the Board nor any of its members shall direct or request the appointment or employment of any person to or removal from employment or volunteer status.

4. Hours of Work. Fire Chief's duties and responsibilities on behalf of the District require time outside of regular office hours and outside of the office environment. Fire Chief shall set a regular work schedule of Monday – Friday/8:00 – 5:00; however, Fire Chief shall be entitled to flex his work time when that schedule is impacted by scheduled and unscheduled work (including but not limited to emergency response, training, work related travel) required outside of regular office hours Fire Chief shall be responsible for tracking his flex time and keeping the Board advised of changes in his work schedule.
5. Term. The term of this Agreement is for a period commencing as of the Board's approval of this Agreement through June 30, 2027, unless sooner terminated pursuant to this Agreement. Nothing in this Agreement shall be interpreted to violate any Arizona Statute. The parties acknowledge that this Agreement shall terminate in the event the funds are unavailable or are not appropriated by the District for payment pursuant to this Agreement.
    a. The Board may, at its option, roll forward the termination of this Agreement thereby extending the termination date in one-year increments.
6. Compensation. The District shall pay Fire Chief an annualized salary and benefits as follows:
    a. Salary is based on the annualized rate of $65,000.00.
    b. For purposes of FLSA, Fire Chief is an exempt employee and not entitled to overtime for any hours worked in excess of 40 hours per work week.
7. Benefits.
    a. Medical Insurance. The District does not provide any medical/dental/vision coverage.
    b. Uniforms. Fire Chief shall be provided with all necessary and reasonably required uniform components and PPE components. District will be responsible for the replacement as items become worn or damaged in the normal course of use or become obsolete.
    c. Paid Time Off.
        i. Fire Chief shall accrue PTO at the rate of 6.16 hours every pay period. Fire Chief may carry over 280 hours from one year to the next. The District will pay Chief for any accrued PTO in excess of 280 hours at the end of each fiscal year, commencing the fiscal year ending June 30, 2026, with payment made on or before July 15 of the following fiscal year.
        ii. Upon separation from employment for any reason, Chief shall be paid out at the rate of 100%
    d. Sick Time.
        i. Fire Chief shall accrue Sick Time at the rate of 4 hours every pay period. Fire Chief may carry over any unused sick leave to a max of 2,080 hours.
        ii. Unused Sick Time may not be cashed out.

e. Vehicle.
    i. Fire Chief shall be provided the use of a District take home vehicle suitable for use as an on-duty District Command vehicle and for any District Business. While on-call, Fire Chief may use the vehicle for reasonable personal use. The District shall be responsible for all costs associated with the operation and maintenance of the vehicle.
f. Professional Development.
    i. Participation on District time may include but is not limited to the Arizona Fire District Association, the Arizona Fire Chiefs Association, Cochise County Fire Chiefs, and Emergency Medical Services groups

8. Severance. Except as otherwise provided in this Agreement, if the Board terminates Employee's employment during the term of this Agreement, then Employee is eligible to receive a severance payment from the District in an amount equal to three (3) months of pay in a lump sum payment processed as payroll. Employee's eligibility for any severance payment is expressly conditioned upon Employee's execution of both: (1) a waiver and release of any and all of claims against the District and its Board Members, employees, and agents, and (2) a covenant not to sue the District or its Board members, employees, and agents. If Employee elects not to sign the waiver or the covenant not to sue, Employee will not be eligible to receive any severance payment.
9. Performance Review. The Board may review the Fire Chief's performance at any time including at the request of the Fire Chief and at least annually.
10. Termination. This Agreement may be terminated by the District only for good cause. Examples of good cause include but are not limited to conviction of a felony, embezzlement, drunkenness on the job, insubordination, abuse of the position of Fire Chief, failure to represent the District in a professional manner, or dereliction of duties, or other offenses terminable under District policy. If this Agreement is terminated for good cause under this paragraph, Fire Chief shall not be entitled to severance.
11. Notice of Termination. Neither party shall terminate this Agreement without ninety days' notice unless the circumstances justify an immediate termination in which case Fire Chief shall be placed on immediately leave until the Board makes a determination as to whether or the Agreement may be terminated for cause. In the event Fire Chief resigns following an offer by the Board to accepted his resignation, this Agreement terminates effective as of the date of the accepted resignation without further notice.
12. Indemnification. The District shall defend, hold harmless, and indemnify Fire Chief against any tort, professional liability claim, demand, lawsuit, or claim of any kind arising out of an alleged action or omission occurring in the course and scope of his employment with the District.
13. Notice. Any notice permitted or required under this Agreement shall be in writing, personally delivered or mailed by first class mail, postage prepaid to the address at the address set forth below. Notice shall be deemed compete upon delivery in person or three

business days after mailing. The Parties may change their address for notice from time to time by notice in writing to the other parties.

To the District:
San Simon Fire District
Attn. Board Chairperson
_____
_____

To the Fire Chief:
John Novak
_____
_____
_____

14. District Policy. The District and Fire Chief acknowledge that the Board has adopted certain policies for the District which Board may amend from time to time. The Fire Chief shall abide by the District's policies except in any specific instance in which the terms of this Agreement supersede one or more of the District's policies.
15. Arizona Law. This Agreement shall be governed by Arizona law and venue shall be in Cochise County, Arizona.
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended or modified unless in writing, signed by the parties.

Approved by the San Simon Fire District Governing Board in open session on this 13th day of May, 2025.

The District
San Simon Fire District
RC Reynolds
Its:

Fire Chief
John Novak
John