

**EMPLOYMENT CONTRACT  
BETWEEN  
EAST FORK FIRE PROTECTION DISTRICT  
AND  
TOD F. CARLINI, DISTRICT FIRE CHIEF**

Note: This Agreement is applicable to the following position within the District:  
District Fire Chief

WHEREAS, the East Fork Fire Protection District (“District”) is a political subdivision of the State of Nevada and, pursuant to Nevada Revised Statutes 474.010 – 474.450, has the power to hire and fix the terms of employment of a District Fire Chief (“Employee”); and,

WHEREAS, Employee has the experience, education, training, ethics and desire to serve as the District Fire Chief for the District; and,

WHEREAS, it is the desire of the District to retain the services of Employee as the District Fire Chief and provide the proper and legal inducement for him/her to remain in such employment and provide, if necessary, a just means of terminating Employee’s services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **Duties:** The District agrees to employ Employee to serve as the District Fire Chief and to perform the functions and duties of the District Fire Chief for the District as set forth by law and District policy and as further specified in the District Fire Chief Job Description, as is more fully set forth in Exhibit A, attached hereto and incorporated herein by reference, and to perform all other legally permissible and properly assigned duties and functions as determined by the District. Employee accepts same and agrees that he/she shall be an exempt employee within the meaning of the Fair Labor Standards Act.

2. **Term:** This Contract is effective on September 1, 2022, and shall continue until the date upon which this Contract is terminated in accordance in section 4 hereof (the “Termination Date”), with payment as set out in the wage scale document attached hereto as Exhibit B and incorporated herein by reference. This Contract supersedes and replaces all previous agreements, oral or written, between District and Employee. Upon mutual agreement, this Contract may be extended or modified. Any such extension or modification shall be in writing and signed by both parties hereto.

3. **Conditions of Employment:**

A. Employee agrees to remain in the exclusive full-time employ of the District during the term of this Contract and will not accept other employment by any other entity until the Termination Date, unless the Termination Date is changed as hereinafter provided. Any part-time employment by Employee shall be pre-approved in advance by the Board of Directors and as outlined in District Policy 602.17, Outside Employment.

B. The term “other employment” shall not be construed to include occasional teaching, writing, or consulting performed on Employee’s time off as long as it shall not constitute a conflict of interest.

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the District to terminate services of Employee at any time, subject only to the provisions set forth in section 4 of this Contract.

D. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his or her position with the District, subject only to the provision set forth in section 4(B) of this Contract.

E. The District may suspend Employee with full pay and benefits at any time during the term of this Contract pending investigation or other proceedings pursuant to disciplinary action or cause, as described in section 4(E) of this Contract.

**4. Termination and Severance Pay:**

A. At any time during the term of this Contract, the District may, without cause, terminate the Contract by providing sixty (60) days written notice to Employee. Notice shall be given in accordance with section 5 below.

B. At any time during the term of this Contract, Employee may terminate this Contract by providing sixty (60) days written notice to the District. Notice shall be given in accordance with section 5 below.

C. Unless terminated for cause as described in paragraph 4(E), if Employee is terminated by the District during the term of this Contract and at least six (6) months after the Effective Date, after the District has given notice in accordance with paragraph 4(A), and at the Termination Date Employee is willing and able to perform his or her duties under this Contract, the District shall pay Employee a lump-sum cash severance payment equal to three (3) months of salary at the then-current annual base salary of Employee.

D. Severance pay shall be in addition to payments for accrued unused annual leave, sick leave and other benefits that may be payable to other exempt and unrepresented management employees of the District with service credit equal to that of Employee.

E. For purposes of this Contract, the term "cause" means conduct which constitutes a crime, except for misdemeanor traffic citations, or conduct which constitutes a knowing and willful violation of a law governing the conduct of public officers or employees or a gross misdemeanor or felony. In a misdemeanor criminal case, cause shall be established upon a conviction. In a case in which the employee has been arrested or summoned into court for a gross misdemeanor or a felony, cause shall be established once the employee either waives his or her preliminary hearing or a preliminary hearing is held and the employee is bound over for trial; is indicted by a grand jury or makes his or her first appearance in district court. Cause also arises from a willful and repeated failure by Employee to comply with the District policies and procedures; follow the explicit direction of the District Board; or any other act which by its nature brings discredit to the District. In such event, the District shall give written notice of its desire to terminate Employee for cause and the effective date of the termination shall be at the discretion of the Board and in manner provided in section 5 hereof. If Employee is terminated for cause, he or she shall not be entitled to severance pay.

F. In the event Employee voluntarily resigns his or her position with the District, then Employee shall give the District notice in accordance with paragraph 4(B). The parties may subsequently agree to a different notice period. Employee shall receive his or her current salary during the notice period and the District is not obligated to pay severance pay to Employee.

G. Upon termination of employment with the District, the Employee will return all District assets and equipment issued to the Employee upon and throughout their employment.

5. **Notices:** When required by this Contract, notice shall be in writing and shall be by personal service to the President of the District Board of Directors, or, if to Employee, by personal service or via mail at the addresses set forth below.

District: East Fork Fire Protection District – Board President  
1694 County Road  
Minden, Nevada 89434

Employee: Tod F. Carlini  
P.O. Box 1021  
Minden, Nevada 89423

6. **Compensation, Benefits and Awards:**

A. The District shall pay Employee for his or her services rendered pursuant hereto an annual salary as set out in Exhibit B hereto for the term of the Contract plus any adjustments as provided for in paragraph 6(B) below or as may be determined by the Board of Directors. The annual salary is payable in installments in the same manner as to other exempt employees of District and in accordance with District Policy 605.2.

B. The annual salary of Employee shall be provided as set forth in the District's Non-Represented Pay Plan, Exhibit B, at a Step 5, for the position of District Fire Chief.

C. Employee will receive Health Insurance Benefits as defined in District Policy 607.1 Employee Life and Health Insurance.

D. Employee will receive Retirement Health Reimbursement Arrangement (RHRA) contributions as defined in District Policy 607.7.

E. The District will provide a vehicle and pay all related expenses for use by Employee for travel related to his or her job duties, on call rotations, and emergency response. The vehicle shall be used in accordance with District policies and special directives as may be applicable.

F. Employee will accrue and maintain vacation time in accordance with District Policy 606.2, Annual Leave, and shall be eligible, upon annual approval, to participate in the District's Annual Leave Buy Back Program as defined in District Policy 606.3.

G. Employee will accrue and maintain sick time in accordance with District Policy 606.4, Sick Leave, and will be eligible, upon annual approval, to participate in the District's Annual Sick Leave Buy Back Program as defined in District Policy 606.5.

H. The District agrees that Employee shall participate in the Public Employees Retirement System of the State of Nevada ("PERS") within the rules of that system and Nevada Revised Statutes. It is further agreed that the District will pay 100% of the PERS contribution. Contribution changes will be addressed according to District Policy 605.4.

I. The District shall provide an annual uniform allowance of \$1,400 each fiscal year following the date this Contract is approved by Employee and the District for the purchase of all uniforms necessary, to include at a minimum Class A and Class B uniforms.

J. Employee will be eligible for additional compensation under conditions as set forth in District Policy 605.16, Reimbursement for Exempt Employees.

K. Employee shall be entitled to eleven (11) paid eight (8) hour Holidays per year pursuant to NRS 236.015, and any additional holidays created by amendments to NRS 236.015.

L. Employee will be granted five (5) administrative leave days per calendar year for use at the employee's discretion. Administrative leave days are not eligible for rollover and are forfeited upon Employee separation.

M. Employee will have the option of receiving a District owned cell phone at no expense, or the option to receive a monthly Cell Phone/Data stipend in the amount of \$115.

N. Employee will be eligible for consideration for achievement awards in accordance with the District Employee Achievement Award described in policy 605.17.

## **7. Performance Evaluation and Goal Setting**

A. The District, with input from Employee, shall adopt priorities and expectations for Employee in each year of his or her Contract. The District's adoption of priorities and expectations for Employee shall coincide with Employee's annual evaluation as provided in paragraph 7(B) below. The priorities and expectations may be added to or deleted as the District may determine, after consultation with Employee.

B. Each year prior to or as close as possible to the anniversary date of Employee's hiring, the District will review and evaluate Employee's performance. Employee shall be duly served notice at least thirty (30) days prior to his or her anniversary date of the schedule for Employee's annual evaluation. The evaluation shall be based on the goals and expectations developed as provided in paragraph 7(A) above, as well as Employee's overall performance over the course of the evaluation period. The Employee shall be provided note of his or her pending evaluation in accordance with NRS 241.033, and the evaluation shall be conducted in accordance with NRS 241.030.

## **8. Professional Development:**

A. The District shall budget and pay for reasonable travel and subsistence expenses of Employee for travel to meetings and conferences that will assist Employee to continue his or her professional development and to adequately pursue other functions of the District, including, but not limited to, meetings of any national, regional, state and local government groups and committees thereof which Employee serves as a member, not to exceed the amount budgeted each year in the appropriate District accounts.

B. The District shall budget and pay for the travel and subsistence expense of Employee for courses, seminars and training that are necessary for his or her professional development and for the good of District. The approval of the President of the Board of Directors is required for any course or seminar that is longer than five (5) working days and/or costs in excess of \$2,500.

C. The District shall budget and pay for the professional dues and subscriptions of Employee necessary for his or her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his or continued professional and community participation, growth, and advancement, and for the good of the District.

**9. General Provisions:**

A. This Employment Contract shall be construed and interpreted according to the laws of the State of Nevada, including, but not limited to, Chapter 41 of NRS. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of Senior District Court Judges, with each party paying one-half of the costs and each paying their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract. The District shall select the arbiter if both parties cannot mutually agree to one.

B. This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by both parties.

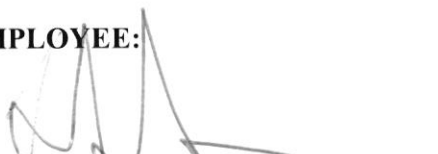
C. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar as possible in effect to the deleted provision. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Contract.

D. Waiver of any provision hereof shall not be deemed a waiver of any other provision hereof, nor shall waiver of any breach of this Contract be construed as a continuing waiver of other breaches of the same or other provisions of this Contract.


E. If employee dies while owed compensation by the District, the employer agrees that such compensation, to include wages, payment for accrued vacation leave and payment for sick leave cash out shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

IN WITNESS WHEREOF, the East Fork Fire Protection District and Employee have caused this Employment Contract to be signed and executed.

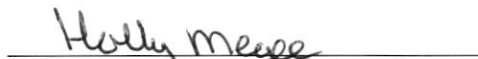
**EMPLOYEE:**

  
\_\_\_\_\_  
Tod F. Carlini, District Fire Chief

**EAST FORK FIRE PROTECTION DISTRICT:**

  
\_\_\_\_\_  
Jacques Etchegoyhen, Board President

ATTEST:

  
\_\_\_\_\_  
Holly Megee, Clerk to the Board

ATTACHED:

EXHIBIT A – District Fire Chief Job Description

EXHIBIT B - Non-Represented Employee Pay Plan