

**EMPLOYMENT AGREEMENT
BETWEEN
EAST FORK FIRE PROTECTION DISTRICT (DISTRICT)
AND
ALAN ERNST, DISTRICT FIRE CHIEF (EMPLOYEE)**

This Employment Agreement (the "Agreement") is made and entered into this 21st day of January 2025 by and between the East Fork Fire Protection District, a Nevada fire protection district, hereinafter "District" or "Employer," and Alan Ernst, who has been hired by the District to serve as the District Fire Chief, hereinafter "Employee." Employer and Employee may each be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

1. The East Fork Fire Protection District is a political subdivision of the State of Nevada and, pursuant to Nevada Revised Statutes 474.010 – 474.450, has the power, through its elected Board of Directors ("Board of Directors"), to hire and fix the terms of employment of a District Fire Chief; and
2. Employee has the experience, education, training, ethics and desire to serve as the District Fire Chief for the District; and
3. The Board of Directors of the District, at a duly conducted public meeting, voted to employ Employee as District Fire Chief and to enter into a contract with Employee establishing the terms of his employment, providing the proper and legal inducement for him to remain in such employment and providing a means of terminating Employee's contract and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, 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 Board of Directors or required by law. Employee accepts same and agrees that he shall be an exempt employee within the meaning of the Fair Labor Standards Act.

2. **Term** This Contract is effective on February 8, 2025 (the "Effective Date"), irrespective of the date of execution, and shall remain in effect until February 8, 2030, or until earlier terminated by either Employee or District pursuant to the provisions of Section 4 hereof, with payment as set out in the wage scale document attached hereto and incorporated herein by reference as **Exhibit B**. Upon mutual agreement in writing and as approved by a majority vote of the Board of Directors, this Agreement may be extended or modified. Any such extension or modification shall be 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 Agreement and will not accept other employment by any other entity until said termination date, unless said termination date is modified 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 "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

C. Employee is an at-will employee as that term is defined and interpreted under Nevada law. By executing this Agreement, Employee acknowledges that an at-will employment may be terminated by an employer, including the District, for any reason or no reason. Nothing in this Agreement shall be construed to destroy Employee's at-will status nor shall anything in this Agreement 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 Agreement.

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

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

F. Employee shall work a minimum of 40 hours per week and hereby acknowledges that the position of District Fire Chief inherently requires work to be performed outside normal business hours, including, but not limited to, work in excess of 40 hours, work during evenings and weekends as circumstances dictate, and travel outside the District. Such work shall not be construed to change the Employee's status as an FLSA exempt employee.

4. **Termination and Severance Pay**

A. At any time during the term of this Agreement, the District may, without cause, terminate the Agreement by providing written notice to Employee. Notice shall be given in accordance with Section 5 below.

B. At any time during the term of this Agreement, Employee may terminate this Agreement by providing one hundred twenty (120) 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 E of this Section 4, if Employee is terminated by the District during the term of this Agreement and at least six (6) months have elapsed after the Effective Date, and after the District has given notice in accordance with paragraph 4(A) above, on the date the of termination of Employee's services the District shall pay Employee a lump sum cash severance payment equal to three (3) months of aggregate salary of the then-current annual base salary of Employee ("Severance Pay").

D. Severance Pay shall be in addition to any other payments for accrued, unused annual leave as set forth in District Policy 606.2, accrued unused Sick Leave as set forth in District Policy 606.3 and other benefits that may be payable to other exempt and non-represented management employees of the District with service credit equal to that of Employee.

E. For purposes of this Agreement, termination for cause is defined as 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 for any gross misdemeanor or felony. In a misdemeanor criminal case, cause shall be established upon a conviction. In a more serious case in which the Employee has been arrested or summoned into court, cause shall be established once the Employee either

waives his/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 first appearance in district court. Cause also exists where there is a willful and continuous failure by Employee to comply with the District policies and procedures, follow the explicit direction of the District, or any other act which by its nature brings discredit to the District. In such event, the District shall give written notice of its intent to terminate Employee for cause and the effective date of the termination shall be at the discretion of the Board of Directors and in accordance with Section 5 below. If Employee is terminated for cause, Employee is not entitled to Severance Pay.

F. In the event Employee voluntarily resigns his/her position with the District, then Employee shall give the District notice in accordance with paragraph B of this Section 4. The Parties may subsequently agree to a different notice period. Employee shall receive his/her current salary during the notice period and Employee is not entitled to receive Severance Pay.

5. **Notices** When required by this Agreement, notice shall be in writing and shall be by personal service, if to the District upon the President of the District Board of Directors or his or her designee, and if to Employee, by personal service or certified mail. The addresses set forth below shall be used for purposes of service:

District: East Fork Fire Protection District – Board President
1694 County Road
Minden, Nevada 89423

Employee: Alan Ernst
1694 County Road
Minden, Nevada 89423

Service shall be effective if sent as set forth in this Section 5 to the addresses above. Employee shall be responsible for apprising the District of a different address to be used for giving notice.

6. **Compensation, Benefits and Awards**

A. The District agrees to pay Employee for his/her services rendered pursuant to this Agreement the annual salary set out in Exhibit B hereto for the applicable period, plus any adjustments as provided for in paragraph B of this Section 6 or as may be determined by the Board of Directors. The annual salary is payable in installments in the same manner as other exempt employees of the 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 hereto), at Step 4 established for the position of District Fire Chief.

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

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

E. The District shall provide a vehicle and pay any related expenses for its use by Employee for travel related to his/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 shall 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 shall accrue and maintain sick time in accordance with District Policy 606.4, Sick Leave, and shall 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 ("PERS") of the State of Nevada 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, PERS System Contribution Changes.

I. Employer shall provide an initial uniform allowance of \$3,000 for the purchase of uniforms, including a Class A uniform as specified by the Employer, and \$1,400 per year thereafter for the purchase of additional or replacement uniforms.

J. Employee shall be eligible for additional compensation under certain conditions that are defined in District Policy 605.16, Reimbursement for Exempt Employees.

K. Employee shall be entitled to the twelve (12) paid holidays per year set forth in NRS 236.015(1), and any additional holiday that may be appointed by the President of the United States, for public fast, thanksgiving or as a legal holiday, except for any Presidential appointment of the fourth Monday in October as Veterans Day.

L. Employee shall be granted five (5) administrative leave days annually for use at Employee's discretion. Administrative leave days may be used in no less than one-day increments. Administrative leave days are not eligible for rollover from calendar year to calendar year and are forfeited upon termination of this Agreement.

M. Employee shall receive a District-owned cell phone at no expense for the sole purpose of conducting District-related business.

N. Employee shall be eligible for consideration for achievement awards in accordance with the District's Employee Achievement Award under District Policy 605.17 as it may from time to time be amended.

7. Performance Evaluation and Goal Setting

A. Upon hiring and at the time of each annual evaluation thereafter, the Board of Directors, with input from Employee, shall adopt priorities and expectations for Employee the ensuing year. The priorities and expectations may be amended from time to time as the Board of Directors may determine in its sole discretion, after consultation with Employee.

B. At the monthly meeting of the Board of Directors that follows the completion of Employee's first three months of employment, the Board of Directors shall conduct an evaluation of Employee's performance. Upon the completion of that evaluation, the Board of Directors may, in its sole discretion, schedule one or more evaluations of Employee to take place prior to Employee's first annual evaluation. Notice of each evaluation prior to the first annual evaluation shall be given to Employee as set forth below in this Section 7(B). Each year, prior to the anniversary date of Employee's hiring, or as soon thereafter as possible, the Board of

Directors shall review and evaluate Employee's performance. Employee shall be duly served notice at least thirty (30) days prior to his/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 A above, as well as Employee's overall performance over the course of the evaluation period. Employee shall be given notice of each 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 agrees to budget and pay for travel and subsistence expenses of Employee for travel to meetings and conferences that will assist Employee to continue his/her professional development and to adequately pursue other functions of the District, including, but not limited to, 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 agrees to budget and pay for the travel and subsistence expense of Employee for courses, institutes and seminars that are necessary for his/her professional development and for the good of the 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 agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his/her continued professional and community participation, growth and advancement, and for the good of the District.

9. **Residency in District** The District has a strong preference that the District Chief reside within the District. Should Employee elect to reside outside the District, Employee must reside within a 40-mile radius of 1694 County Road, Minden, Nevada 89434. Employee must reside in the State of Nevada.

10. **General Provisions**

A. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Agreement shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior district court judges, or other arbitrator agreed upon by the Parties, with each party paying one-half of the costs and each paying their own attorney fees incurred as a result of the arbitration. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement. The District shall select the arbiter if both parties cannot mutually agree on one.

B. This Agreement supersedes and replaces all previous agreements, whether oral, written or implied in fact, with Employee. This Agreement constitutes the entire agreement between the Parties and may be modified only by a written amendment signed by both Parties and executed with the same formalities as this Agreement.

C. If any provision of this Agreement 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 in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

D. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches

of the same or other provisions of this Agreement.

E. If Employee dies while owed compensation by the District, the District agrees that such compensation, to include wages, payment for accrued but unused vacation and/or sick leave for which Employee is eligible to cash out in accordance with the District's policy for non-represented employees, shall be distributed in the manner set forth in NRS 281.155.

F. This Agreement shall become effective on the Effective Date set forth above.

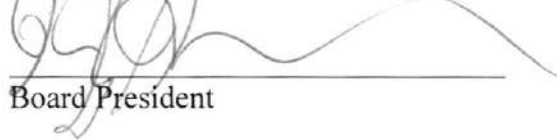
IN WITNESS THEREOF, the East Fork Fire Protection District has caused this Employment Agreement for Employee to be signed and executed.

EMPLOYEE



Alan Ernst

**EAST FORK FIRE PROTECTION
DISTRICT**


Board President

ATTEST:


Erica Amatore, Clerk to the Board

ATTACHED:

EXHIBIT A – District Fire Chief Job Description

EXHIBIT B - Non-Represented Employee Pay Plan

EAST FORK FIRE PROTECTION DISTRICT JOB DESCRIPTION



JOB TITLE:	District Fire Chief	FLSA:	Exempt
DIVISION:	Administration	APPROVED:	May 18, 2015
REPORTS TO:	District Board of Directors	REVISED:	October 15, 2024

POSITION SUMMARY:

Responsible for administration and oversight of the East Fork Fire Protection District; fulfills incident command roles and responsibilities at all levels; serves as Chief Executive Officer; provides necessary administrative support to the East Fork volunteer fire departments in the District; promotes and maintains positive working relationships with all East Fork staff and Volunteer Firefighter.

ESSENTIAL FUNCTIONS:

- Responds to large, complex, or multiple emergency incidents fulfilling incident management roles; coordinates efforts with officers, firefighters, apparatus, and equipment personnel from other agencies for on District operations; fulfills duty coverage for other Duty Chiefs as required.
- Works with the Volunteer Firefighter Association, East Fork Professional Firefighters Association, District staff, and the District Board of Directors to establish and implement policies and procedures and to establish goals and objectives; develops priorities and timetables for program implementation, including systems to evaluate program effectiveness; maintains and periodically updates fire protection/emergency medical services master plan; formulates response strategies and determines appropriate plan of action in accordance with predetermined goals and objectives.
- Oversees the operations of emergency medical service and fire/rescue activities and evaluates system design, service delivery, personnel management, training, and quality of patient care; develops and implements changes as necessary; ensures compliance and enforcement of the Douglas County Code, International Building & Fire Codes, NFPA Codes and Standards, and all other related Nevada Revised Statutes and other applicable codes and regulations; ensures that District staff provides service to the public in a courteous and sensitive manner.
- Directly oversees the District's Chief Fiscal Officer (CFO) in the preparation of the annual budget in accordance with guidelines provided by the District's Board of Directors and the State of Nevada; protects the District's financial resources by maintaining proper audit controls; advises District Board of Directors on the District's financial status.

- Responsible for safeguarding District assets. Oversees all the District's resources, including petty cash, supplies, equipment, vehicles and fire apparatus, buildings and grounds; conducts periodic inventory as required by statute within established timelines; responsible for proper removal from service and disposal of all resources no longer suited for use and deemed surplus per District policy; ensures District compliance with State statutes and District policies in relation to purchasing/procurement activities.
- Responsible for overseeing the coordination and all activities associated with the preparation of the monthly and special Board of Director meetings to ensure compliance with Nevada Revised Statutes, which includes, but is not limited to the preparation of the public agenda items for consideration and approval by the Board of Directors; ensures compliance with all statutory mandates Prepares and presents public agenda items for consideration and approval by the Board of Directors; ensures compliance with all statutory mandates.
- Oversees the preparation, submission, and compliance of grants.
- Acts as spokesperson for the District; responsible for all public relations, public education, and pertinent information dissemination; responsible for proper resolution and response to citizen complaints regarding District operations.
- Represents the District with dignity, integrity, and a spirit of cooperation in all relationships with town, community and professional organizations, other fire agencies, districts, departments, county, city and state agencies and offices, federal agencies, and other service organizations.
- Oversees the hiring and evaluation of staff as specified by District policies; reviews all progressive disciplinary matters; makes final determination as necessary as specified in District policies and current collective bargaining agreements; establishes required staffing levels and ensures those levels are maintained.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's Degree (preferred) in Fire Science, business or public administration, or a related field; and ten (10) years of progressive fire ground experience with at least 5 years of command level experience in the position of Battalion Chief or higher; OR an equivalent combination of education, training and experience as determined by the District Board.

Required Knowledge and Skills

Knowledge of:

- Principles of fire management, suppression, prevention, and education in rural and urban areas.
- Principles and practices of emergency medical care and basic life support techniques.
- Principles and practices of hazardous materials control, containment, and response.

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of developing teams, motivating employees, and managing in a team environment.
- Principles and practices of budget development, administration, and management.
- Applicable laws, codes and regulations, and computer applications.
- Record management principles and practices.
- Techniques for dealing with a variety of individuals from various socioeconomic, ethnic, and cultural backgrounds, often in situations which may be stressful.
- Correct business English, including spelling, grammar, and punctuation.
- Tools, equipment, and apparatus utilized in the fire service.

Skill in:

- Establishing and maintaining effective work relationships with the District's Board of Directors, elected officials, staff, coworkers, and the public.
- Planning, organizing, and administering a comprehensive fire suppression and prevention, and emergency medical response system.
- Administering programs and staff through subordinate supervision.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures, and work standards.
- Developing effective work teams and motivating individuals to meet goals and objectives, and provide customer service in a cost effective, efficient, and safe manner.
- Communicating effectively and clearly to individuals and groups.
- Interpreting, applying, and explaining complex federal, state, and local laws related to the areas/programs of responsibility.
- Ability to conduct personnel employment interviews at all levels and with a good understanding of human resource concepts and regulations.
- Preparing clear and concise reports, correspondence, and other written materials.
- Using initiative and independent judgment within general policy guidelines.
- Taking effective action in emergency situations.
- Contributing effectively to the accomplishment of team or work unit goals, objectives, and activities.
- Speaking before and advocating legislative proposal as directed.
- Contract negotiations and collective bargaining under Nevada Law.
- Grant writing and management.
- Strategic Planning, long-term forecasting, and goal setting.
- Special project management and project coordination.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Class B driver's license with an "F" endorsement. Nevada Class C required within 12 months of employment.
- Recognized Fire Officer I, II, III and IV certifications or equivalent verified certifications of the same levels, or an equivalent combination of training and/or experience as determined by the Fire Board.

PREFERRED CERTIFICATIONS, LICENSES, AND REGISTRATIONS:

Completion of National Fire Academy Executive Fire Officer (EFO)

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Mobility to work in a variety of emergency response environments; stamina to climb ladders, traverse uneven terrain, strength to lift and carry up to 50 pounds; balance, stoop, kneel, crouch; work at elevated heights; vision to read printed materials; and hearing and speech to communicate in person, over the telephone, and by way of a radio system.
- Work is subject to exposure to external environment, extreme weather conditions and temperatures; hazardous fumes, toxic chemicals, and airborne particles; bodily fluids; electrical shock; extreme noise; traffic conditions when traveling from one location to another.

CONDITIONS OF EMPLOYMENT:

1. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.
2. New employees are required to submit to a fingerprint-based background investigation and a drug/alcohol screen. Employment is contingent upon passing the background and the drug/alcohol screen.
3. EFPD participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: Alan Ernst

SIGNATURE:  **DATE:** 1-21-25