

**LIMITED TERM EMPLOYMENT AGREEMENT BETWEEN
STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
AND ERIC HOLLY**

THIS AGREEMENT is between the Stanislaus Consolidated Fire Protection District (“District”) and Eric Holly (“Employee”). It is effective on April 8, 2021 (the “Effective Date”). District and Employee are hereinafter sometimes referred to as “Party” or collectively “Parties.”

This Agreement is entered into on the basis of the following facts, among others:

A. The Board of Directors (“Board”) of the District desires to employ Employee as the Interim Fire Chief of the District, and Employee desires to accept this employment and perform the duties of that position.

B. The District and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

1. Employee Appointed, “At Will” Employment. The Board hereby appoints, and District employs, Employee as Interim Fire Chief, and Employee accepts the appointment and employment, beginning work on April 8, 2021. Employee serves at the will and pleasure of the Board.

2. Duties of Employee. Employee shall perform the duties of such position as established by and in conformance with state law, all District ordinances, rules and regulations, the attached job description, and in accordance with the policy direction of the Board, and any additional duties which are assigned by the Board and which are legally permissible and proper duties. Employee shall faithfully, diligently, and to the best of Employee’s abilities, perform all duties that may be required under this Agreement. At all times, during the term of this Agreement, Employee shall be directly responsible to and report to the Board.

(a) Fiduciary Duty. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the District. Employee shall devote the whole of Employee’s working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the District’s business and affairs.

(b) No Conflict.

(i) Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee’s duties. Further, Employee shall not, during the term of this Agreement, engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an

incompatibility of office under California law. Employee will complete annual disclosure forms required by law.

(ii) It is further understood and agreed that because of the duties of the Interim Fire Chief within and on behalf of the District and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer, or shareholder, invest or participate in any business venture conducting business within the corporate limits of the District, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior written consent of the District Board. For and during the term of this Agreement, Employee further agrees, except for a personal residence used as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the District, without the prior, written consent of the District Board.

(c) Outside Activities. Given the limited term of this Agreement, the Parties agree that Employee shall not engage in teaching, consulting, expert witness testimony, speaking, or other non-District connected business for which compensation is paid without express prior consent of the Board. Employee will take personal leave (i.e. vacation time) for all outside activities of this nature.

(d) Hours of Work. The position of Interim Fire Chief is an Exempt Management Personnel position of the District and a FLSA-exempt position. Employee's normal schedule shall be 8 a.m. to 5 p.m., Monday through Friday, and Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Interim Fire Chief's position. It is recognized that Employee must sometimes devote time to the business of the District outside of the District's customary office hours, and to that end Employee's schedule of work each day and week may vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Board.

(e) Required Attendance During Business Hours. Employee's regular, consistent attendance at District offices is expected as part of fulfilling the Interim Fire Chief duties, including during regular hours of work and meetings of the Board.

3. Term. District agrees to employ Employee, and Employee accepts limited term employment with the District under the terms of this Agreement until October 8, 2021, or until Employee's employment is terminated by either Party in accordance with the provisions set forth in Paragraph 7 or by the event of the death or permanent disability of Employee which cannot be reasonably accommodated. Nothing in this provision alters Employee's status as an "at will" employee who serves at the pleasure of the Board of Directors.

4. Compensation; No Benefits.

(a) Salary. Employee shall receive the base monthly salary of Eleven Thousand Three Hundred Three Dollars and Seventy Cents (\$11,303.70), payable in this Agreement on a pro-rata basis in the same manner as all full-time District employees, and subject to all applicable payroll taxes and withholdings.

5. Additional Benefits and Allowances. Employee shall receive the following additional benefits and allowances.

(a) Vacation. Employee shall be entitled to accrue vacation time off with pay at the same rate and according to the same terms as other Exempt Management Personnel of the District, commensurate with Employee's years of service with the District. Employee shall begin accruing vacation allowance with the first payroll period after the Effective Date.

(b) Holidays. There are three (3) District Recognized Holidays observed during the term of this Agreement, which Employee shall receive as paid holidays (Memorial Day, the Fourth of July, and Labor Day). Employee shall take off scheduled District Holidays unless approved by the Board.

(c) Sick Leave. Employee shall be allowed paid sick leave and be absent from work because of personal illness/injury or the illness/injury of immediate family members (as identified in District sick leave policies and in California Labor Code section 233) for such time as is reasonably necessary or during otherwise unpaid medical leaves provided by law. Sick leave includes attendance at doctor's appointments or related medical activities. Employee shall accrue sick leave at the rate of 4 hours per pay period beginning on the first payroll period after the Effective Date. Sick Leave used for the injury or illness of a family member may not exceed six (6) days (48 hours) of during the term of this Agreement. Accrued Sick Leave has no cash value and is not eligible for a cash-out at any time by Employee .

(d) Family Medical Leave, Bereavement Leave, Jury Duty. Employee shall be entitled to Family Medical Leave, Bereavement Leave, and Jury Duty Leave in accordance with the District's rules and regulations for Exempt Management Personnel.

(e) Uniform Allowance. District will provide Employee with a uniform allowance of \$500.

(f) District Vehicle. District agrees to provide Employee with a District vehicle (as determined by the Board) for Employee's use in conducting District business. District shall pay all fuel, insurance and maintenance costs for the vehicle. Employee's use of the vehicle shall be limited to District business and

ancillary uses necessary to accomplish the duties and responsibilities of the Interim Fire Chief position under the terms and conditions of this Agreement.

(g) Payment of Expenses of Employment. The District shall pay the following usual and customary employment expenses:

(i) The cost of any fidelity or other bonds required by law for the Interim Fire Chief position.

(ii) The cost to defend and indemnify Employee as provided by the California Government Claims Act (Government Code §810 *et seq.*), or otherwise. District will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

6. Termination of Employment.

(a) Termination by District. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as Interim Fire Chief. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause. Notice of termination shall be provided to Employee in writing by giving not less than ten (10) business days' notice. "Termination," as used in this Agreement, shall also include a request that Employee resign. No severance benefits apply to the termination of this Agreement or Employee's employment with District.

(b) Termination by Employee. Employee may voluntarily terminate employment at any time by giving not less than ten (10) business days' notice.

7. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

(i) served personally; or

(ii) sent by facsimile (provided a hard copy is mailed within one (1) business day); or

(iii) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or the first business day following deposit in the overnight delivery service. Notices shall be directed to the addresses shown below, provided that a Party may change such

Party's address for notice by giving written notice to the other Party in accordance with this subsection.

TO DISTRICT:

Stanislaus Consolidated Fire Protection District
Attn: President of Board of Directors
3324 Topeka Street
Riverbank, CA 95367
Tel: (209) 869-7470
Fax: (209) 869-7475

TO EMPLOYEE:

Mr. Eric Holly
[REDACTED]
[REDACTED]

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2. If Employee is convicted of a crime involving an abuse of Employee's office or position, all of the following shall apply:

(i) If Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse District for such amounts paid;

(ii) If District pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse District such amounts paid; and

(iii) If this Agreement is terminated based on actions underlying such conviction, any cash settlement related to the termination that Employee may receive from District shall be fully reimbursed to the District by Employee or void if not yet paid to Employee.

(iv) For this subsection, "abuse of office or position" is defined in Government Code section 53243.4 (as it may from time to time be amended) as either (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the Parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the Parties. This Agreement may be

amended at any time by mutual agreement of the Parties, but any such amendment must be in writing, dated, and signed by the Parties and attached hereto.

(d) Attorney's Fees. Except as provided elsewhere in this Agreement, if any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover from the other Party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

Nothing in this subsection shall be read to prevent the Parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

(e) Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the Parties, in which case this Agreement shall be immediately terminated.

(f) Waiver. Any failure of a Party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the Parties.

(g) Representation by Counsel; No Presumption of Drafter. The Parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised as to their respective rights and obligations resulting from signing this Agreement. The Parties further agree that this Agreement shall not be interpreted or construed against or in favor of either Party by reason of who caused this Agreement to be drafted and that this Agreement is the product of the representation of each Party by independent legal counsel.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and District agree that venue for any dispute shall be in Stanislaus County, California.

(i) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the Parties only and do not limit or expand the contents of any such section or subsection.

(j) No Assignment. Employee may not assign this Agreement in whole or in part. Any such attempted assignment shall be null and void.

(k) Work Produced As District Property. All documents, reports, notes and computer data produced or prepared by Employee in the course and scope of Employee's duties under this Agreement are the property of the District and shall be delivered to District immediately upon the Board's (or designee's) request.

(l) Binding on Heirs and Successors. This Agreement shall be binding on, and inure to the benefits of, the heirs at law and executors of Employee.

DISTRICT:

EMPLOYEE:

By: _____
President, Board of Directors

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Christopher J. Diaz
District Counsel