

## FIRE CHIEF EMPLOYMENT CONTRACT

This agreement is between DALE BORLAND (Employee) and LANE FIRE AUTHORITY(District).

1. **Employment.** The District agrees to employ Employee and Employee accepts employment upon the terms and conditions of this agreement. Employee is, and shall remain, an at-will employee who may be terminated at any time with or without cause. Nothing in the policies of the District are designed or intended to give the Employee any rights as to expectations of employment or term of employment except as set out in this agreement.
2. **Term.** The term of this agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. This agreement will be automatically extended for additional periods of one year, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of any contract year, of its desire not to extend this agreement. This provision does not restrict other rights of termination contained elsewhere in this agreement. Provisions relating to compensation may be modified by agreement between the parties reflected in the minutes of the meetings of the Board.
3. **Compensation.** Compensation and benefits will be established upon acceptance of the position and reviewed/adjusted annually pending an appropriate performance evaluation.
  - a. **Wages.** Effective July 1, 2021, the Authority will pay the Employee the annual salary of \$149,948 to be paid bi- weekly.
  - b. **Vacation.** The employee will accrue vacation in accordance with the District's schedule for management employees.
  - c. **PERS.** The District shall pay the Districts portion and the Employee shall pay the employees' portion of the Public Employees Retirement System.
  - d. **Deferred Compensation.** The District will contribute 2% to the employees deferred compensation if the employee contributes 1%.
  - e. **Holiday Time.** Holiday accrual will be in accordance with the District policy.
  - f. **Insurance.** All Health/Life insurance premiums for the Employee and dependents shall be paid by the District. Coverage will be equal to or better than the benefit noted in the collective bargaining agreement with IAFF Local 851.
  - g. **Sick Leave.** Sick leave accrual will be in accordance with district policy for management personnel.
  - h. **Vehicle.** The Employee will be provided a District vehicle for use as per District policy.
  - i. **Equipment.** The District will provide all uniforms; personal protective equipment and equipment as needed to perform the duties of the position.

- j. **Professional Development.** The District shall provide the Employee the opportunity to attend and pay associated costs to attend conferences and professional educational offerings to increase and enhance the Employees knowledge, skills and abilities for the benefit of the District.
  - k. **Disability.** The District will provide a long term disability benefit equal to or better than that is provided for in the collective bargaining agreement with IAFF Local 851.
  - l. **Compassionate Leave.** In the event of a death in the immediate or extended family (spouse, parent, child, sibling, grandchild or grandparent, mother- or father-in-law, sister-or brother-in-law, and or any family member living in the Employees personal household), the District shall grant an employee time off with pay to make funeral arrangements and to attend the funeral.
4. **Extent of Services**. The Employee will work in accordance with the established rules and regulations of the District. The Employee will provide effective leadership, direction, expectations and set professional standards for the District personnel. The Employee is expected to establish and maintain open communications with the Board, Budget Committee, District Patrons, and District personnel. It is the expectation that the employee will work in the best interests of the District and the District Patrons. The employee will assure with all applicable county, state, and federal laws.

The Employee will also perform to the expectations set forth in the job description of the Fire Chief

It is expected that the Employee will devote a minimum average of at least 40 hours per week, 80 hours per pay period to their official duties. Hours may be reviewed with the Board. The Employee may regulate their (flextime) own hours in accordance with the guidelines of the Board and the needs and operational considerations of the District.

5. **Disability:**

- a. If the Employee is unable to perform services by reason of illness or incapacity, they will be compensated in accordance with sick leave/vacation time accrued. The Employee's full compensation will be reinstated upon their return to full employment. The Employee may be discharged of their duties if the Employee is absent for a considerable length of time or is unable to perform their duties. In such a case, the District will provide a severance package as noted in 6 c.
- b. If the disability is a result of a job-related or connected injury, for which the Employee is receiving compensation, the Employee will be entitled to compensation from the District. The district may continue to pay the Employee during periods of such disability, until such time as compensation checks are received to cover the period of disability. The District will be reimbursed for any funds advanced to the Employee, where the total of the Employee's compensation check and funds received from the District would exceed the net amount of pay received by the Employee for that period.

6. **Termination:**

- a. **Without Cause by the District:** The District may terminate this agreement at any time upon thirty (30) days' written notice to the Employee. In such event, the Employee, if requested by the District, shall continue to render their services, and shall be paid their regular compensation up to the date specified in the termination. The Employee shall be paid on the date of termination a severance allowance of six (6) months' compensation, less all amounts required to be withheld and deducted. In addition, the Employee will be entitled to compensation for all earned but unused vacation, subject to the general guidelines of the District. The Employee acknowledges that this contract provision cannot be changed or modified by any statement or policy of the District which would tend to indicate that they may not at any time be dismissed, without cause or that Employee is other than an "at will employee". Acceptance of severance pay by Employee shall constitute a waiver and release of all claims of Employee and any persons legally entitled to assert claims as a result of Employee's dismissal, against the District, its directors, employees, volunteers, agents, or representatives, whether known or unknown to Employee at the time such severance pay is accepted.
- b. **Without Cause by Employee:** Employee may terminate this agreement upon thirty (30) days' written notice to the District. In such event, Employee shall continue to render his services and shall be paid his regular compensation up to the date of termination. No severance shall be paid to him.
- c. **Termination for Cause:** The District may terminate the Employee for cause as a result of the violation of any of the District's policies or directives, because of illegal action involving personal gain, or crimes of moral turpitude. Employee shall receive notice of any charges against them and the possible sanctions being considered. Employee shall also be advised of the date and time when the Board will consider the charges and possible sanction. The Employee will be afforded an opportunity to refute the charges, either orally or in writing before the Board and to have representation of their choice at the hearing. Available options to the District other than termination include oral reprimand, written reprimand, and suspension with pay. In addition to the above, the grounds for removal include:
- (1) Intentional or repeated failure to comply with legal requirements or with the District's policies or directives.
  - (2) Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct, or other misconduct in the rendering of services on behalf of the District.
  - (3) current illegal use of drugs, substance abuse, or being under the influence of alcohol while on duty.
  - (4) Repeated discourteous treatment of the employees, subordinates, volunteers, or the public.
  - (5) Failure or refusal to faithfully, diligently, and effectively perform any of the provisions of this agreement.

8. **Waiver of Breach.** Waiver by the District of any breach of any provision of this agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.
9. **Amendments.** No amendment nor variation of the terms and conditions of this Employment Contract are valid unless the same is in writing, references this agreement, and is signed by both parties.
10. **Severability.** Should any portion of this agreement be held unenforceable or inoperative for any reason, it shall not affect any other portion of this agreement, and the remainder shall be effective as though such ineffective portion had been originally excluded.
11. **Representation.** At all times, the District has been represented by legal counsel. The Employee, at all times, had the right to and the availability of independent counsel of Employees' choosing in regard to this Agreement, whether or not Employee chose to exercise that right.
12. **Paragraph Headings.** Headings are used solely for convenience and are not to be used in construing or interpreting the agreement.
13. **Governing laws.** The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in enforcement of this agreement.
14. **Entire Agreement.** The parties agree that this contract represents the entire agreement between the parties, and that all prior representations, promises or statements merge with the written contract and, unless specifically set out herein, are not enforceable.

**IN WITNESS WHEREOF**, the District acting through its Board of Directors has caused this agreement to be signed and executed on this 10/21/2021, by its President. The Employee has executed this agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the agreement.

**LANE FIRE AUTHORITY**

**EMPLOYEE**

By: \_\_\_\_\_  
President, Ryan Walker

\_\_\_\_\_  
Fire Chief, Dale Borland

Date: October 21, 2021

October 21, 2021