

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into effective as of the 1st day of July, 2019, by and between Golder Ranch Fire District, an Arizona fire district (the "District") and Randy Karrer ("Karrer").

- A. For purposes of this Agreement and Karrer's employment with the District, the District acts through the authority of the Golder Ranch Fire District governing board (the "Board").
- B. As of March, 2010, the District selected Karrer to serve as its Fire Chief. The District desires Karrer to continue to serve as Fire Chief upon the terms and conditions set forth in this Agreement and desires a multi-year agreement to provide continued stability for the District and its Fire Chief.
- C. Karrer desires to continue to serve as the District's Fire Chief on the terms and conditions set forth in this Agreement.

For the mutual promises set forth in this Agreement, Karrer and the District agree as follows:

- 1. **Duties.** During the term of his employment, Karrer shall spend his full time and best efforts on behalf of the District as its Fire Chief and shall carry out the responsibilities described in the job description attached as Exhibit A to this Agreement and as may be amended and modified from time to time by direction of the Golder Ranch Fire Board.
- 2. **Term.** The term of this Agreement is for a period commencing July 1, 2019 through March 31, 2023, unless sooner terminated pursuant to this Agreement. Nothing in this Agreement shall be interpreted to violate any Arizona Statute and 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.
- 3. **Compensation.** The District shall pay Karrer the following salary and benefits:
 - A. **Salary.** Salary shall be based on an annualized rate of \$176,500.
 - B. **Deferred Compensation.**
 - 1. The District will pay Karrer annual Deferred Compensation in the amount of \$30,000.00 as Deferred Compensation. Fifty percent of the annual amount shall be paid to the District's deferred compensation carrier (Nationwide or such other deferred compensation carrier as may be designated from time to time) on or within seven days following the first pay period after January 1 and the remaining fifty percent on or within seven days following

the first pay period after July 1 of each year including the current year.

2. Deferred Compensation for partial years will be prorated. To the extent permitted by the District's deferred compensation provider, the District will transfer ownership of said plan or retirement fund to an appropriate account of the Chiefs choice upon termination of Chief's employment, whether voluntary or involuntary.

C. Clothing and Uniform Allowance. The District shall provide Karrer a clothing and uniform in the amount of \$850.00 annually.

D. Medical and Dental Coverage. To the extent legally permissible, the District shall provide Karrer and Karrer's spouse and eligible dependents with medical and dental coverage for the term of this Agreement. In the alternative, Karrer shall receive an annual Insurance Allowance in the amount of \$9,700.

E. Sick Leave and Vacation Time. Sick leave and vacation time benefits shall be accrued and capped at the same rate as other District personnel which is based on years of service.

F. Use It Or Lose It Leave. The District shall allow an additional annual leave in the amount of ten (10) days per calendar year. For purposes of this Agreement, Use It Or Lose It Leave is additional vacation leave which cannot be accrued or carried over to the following year. Use It or Lose It Leave must be exhausted before Chief can use vacation leave.

G. District Benefits. Any other benefits not specifically addressed in this Agreement will be according to the District's benefit plan or plans in effect available to Golder Ranch Fire District employees as may be amended from time to time.

H. Annual Compensation Review. The Fire Board will review, evaluate and possibly adjust the compensation, benefits and all other terms and conditions of this Agreement on an annual basis.

I. Reimbursements. Karrer shall be reimbursed for reasonable expenses incurred for participation in educational, civic and charitable events for professional development and for representing the District within Oro Valley, Pima and Pinal Counties, Arizona and nationally.

J. Legal Review. Karrer shall be reimbursed for reasonable attorney's fees and associated legal expense up to \$5,000 annually for consultation with an independent counsel of his choosing when, in his discretion, Karrer determines it would be beneficial to have independent legal consultation regarding potential for personal liability arising from District matters.

4. **Performance Review.** The District may review Karrer's performance at any time including at the request of Karrer. The Fire Board shall conduct the performance reviews on an annual basis.

5. **Termination.** In addition to the provisions of Paragraph 2 above, 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, abuse of position as Fire Chief, failure to represent the District in a professional manner or dereliction of duties.

6. **Notice of Termination.** Neither party shall terminate this Agreement, without sixty days' notice, unless the circumstances justify an immediate termination, in which case Karrer shall be placed immediately on paid leave until the District makes a determination as to whether or not the Agreement may be terminated for good cause.

7. **Notice.** Any notice permitted or required under this Agreement shall be in writing, personally delivered or mailed, first class mail, postage prepaid, to the addressee at the address set forth below. Notice shall be deemed complete upon delivery in person or three (3) business days after mailing. The parties may change their addresses for notice from time to time by notice in writing to the other parties. The parties shall be given notice at:

The District: Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Copy to: Donna M. Aversa
7440 N. Oracle Rd., Bldg. #2
Tucson, Arizona 85704

Karrer: Randy Karrer
5853 W. Oasis Road
Tucson, Arizona 85742

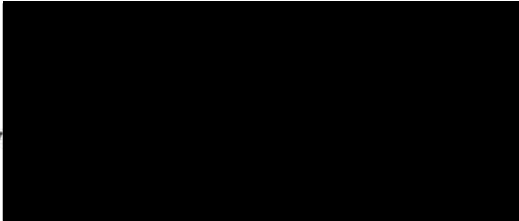
8. **Death and Disability.** If in the line of duty during the term of this Agreement Karrer dies or becomes disabled or otherwise becomes unable to perform any of his duties under this Agreement, the District shall continue medical coverage consistent with Paragraph 3(d) above from the District's then current medical coverage in a plan reasonably similar to the benefits as Karrer received immediately prior to such death or disability for a period of twelve months.

9. **District Policy.** Karrer and the District acknowledge that the District adopted Golder Ranch Fire District Human Resources Policy Guidelines (the "Guidelines"). Karrer shall abide by the terms and conditions of the Guidelines except in any specific instance where the specific terms of this Agreement supersede a specific term of the Guidelines, in which case the terms of this Agreement shall govern.

10. **Arizona Law.** Arizona Law shall govern this Agreement. Venue shall be in Pima County, Arizona.

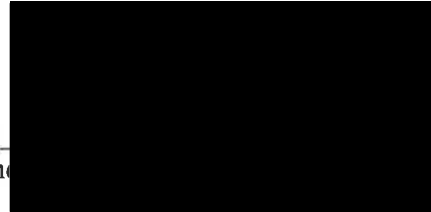
The District:
Golder Ranch Fire District

By



Karrer:
Randy Karrer

By:
Ran



Signatures redacted.