EMPLOYMENT AGREEMENT

BETWEEN

NORTH COUNTY FIRE PROTECTION DISTRICT

AND

PETER AUGUST

COVERING THE PERIOD OF

January 1, 2027-December 31, 2029

EMPLOYMENT AGREEMENT
NORTH COUNTY FIRE PROTECTION DISTRICT

This Agreement is made and entered into between **PETER AUGUST** and **NORTH COUNTY FIRE PROTECTION DISTRICT** (hereinafter referred to as **"DISTRICT"**) in order to provide, in writing, the terms and conditions for the employment of the Fire Chief/Chief Executive Officer by the **DISTRICT.**

RECITALS

A. The **DISTRICT** desires to hire **PETER AUGUST** (hereinafter referred to as **"EMPLOYEE"**) to the position of **FIRE CHIEF/CHIEF EXECUTIVE OFFICER.**

B. In exchange for certain benefits and severance compensation as described below, **EMPLOYEE** agrees that this is the sole and entire Agreement between the **DISTRICT** and **EMPLOYEE** regarding the term of employment and the termination thereof, and that this Agreement can be terminated at any time by either party.

C. **EMPLOYEE** desires to accept this employment, on an at-will basis, as the Fire Chief/Chief Executive Officer ("CEO") of the **DISTRICT** commencing on January 1, 2027.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENT HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

1. **EMPLOYMENT:**

a. **EMPLOYEE** shall serve as the Fire Chief/CEO of the **DISTRICT** during the term of this Agreement. **EMPLOYEE** will perform such duties specified in the job description of the position, the **DISTRICT'S** Standard Practices and Rules and Regulations. subject to modification by the Board of Directors (the **"BOARD"**), and any additional duties that are assigned by the **BOARD** which are legally permissible and proper duties. **EMPLOYEE** agrees to abide by all applicable **DISTRICT** policies and procedures. Where there is a conflict between those procedures and specific terms of this Agreement, this Agreement shall prevail.

b. **EMPLOYEE** is an at-will employee serving at the pleasure of the **BOARD**. **EMPLOYEE** has no property rights in his employment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **BOARD** to terminate the services of **EMPLOYEE** at any time for any lawful reason.

c. The terms of **DISTRICT'S** policies, regulations, procedures, ordinances, resolutions (only if applicable to the Fire Chief/CEP position), as they may be amended or supplemented from time to time, (collectively, "Personnel Policies") apply to **EMPLOYEE** to the extent such Personnel Policies do not conflict with this Agreement.

2. TERM:

a. The term of this Agreement shall be from January 1, 2027 through December 31, 2029. Unless this the Agreement is terminated pursuant to Section 9, the Agreement will automatically extend for an additional twelve (12) month period on the yearly anniversary date, so that the Agreement term remains three (3) years. However, the **BOARD** may notify **EMPLOYEE** on or before October 1st, of any year, that the provision for the annual extension has been terminated. In that event, the automatic extension provision shall be terminated, and the Agreement shall expire at the end of the then existing period. **EMPLOYEE** may notify the **DISTRICT** prior to October 1st of any year that he does not desire the extension, in which case the automatic extension shall be terminated, and the Agreement shall expire at the end of the then existing three-year (3) period.

3. RESIDENCY:

a. **EMPLOYEE** will reside within a reasonable response distance of the **DISTRICT**, as determined by the **BOARD**, sufficient to allow the **EMPLOYEE** to respond to the needs of the **DISTRICT** in a timely manner, when required.

4. COMPENSATION:

a. **Base Pay:** **EMPLOYEE** will receive a base annual salary of two hundred sixty-five thousand ($265,000), payable in installments at the same time as other employees of the **DISTRICT** are paid.

(1) The **BOARD** may increase said base pay annually, based on **EMPLOYEE'S** performance, as the **BOARD** deems appropriate, as further provided herein.

(2) **EMPLOYEE'S** base pay may not be reduced during the term of this Agreement, except if the **BOARD** finds it necessary to reduce salaries of all employees, base pay may be reduced by no more than the average percent salary reduction imposed on all other employees. **EMPLOYEE'S** base pay may be frozen if the **BOARD** determines it necessary to freeze the compensation of all employees.

b. **Overtime:**

(1) Exemption from Overtime: The Fire Chief/CEO position is an at-will, Fair Labor Standards Act exempt position and therefore not eligible to earn overtime wages, except as provided below. **EMPLOYEE** is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

(2) Mutual Aid Overtime: Without altering the FLSA exempt status of the Fire Chief position, pursuant to 29 CFR 541.604, **EMPLOYEE** shall be compensated portal to portal at time and one-half (1.5) times their

hourly rate, calculated based on **EMPLOYEE'S** yearly base salary, for work performed outside of **EMPLOYEE'S** normal hours when assigned to mutual aid (not automatic aid) incidents directly impacting the **DISTRICT**.

(a) At no time shall there be less than two (2) Administrative Chief Officers available to the **DISTRICT**. Administrative Chief Officers shall include the Fire Chief/CEO, Deputy Chief, and Division Chief. If two Administrative Chief Officers are unavailable to the **DISTRICT**, **EMPLOYEE** may not participate in outside mutual aid, except in the instance of exigent circumstances, as determined by the **BOARD**.

5. BENEFITS:

a. Annual Leave.

(1) For the purposes of this section, the term "Annual Leave" is synonymous with the term "Vacation Leave."

(2) **EMPLOYEE** shall accrue twenty (20) hours of Annual Leave per calendar month. Accumulated Annual Leave shall not exceed 600 hours as of June 30, of any year.

(3) **EMPLOYEE** may convert Annual Leave to cash or other form of compensation only as set forth in this section:

(a) **EMPLOYEE** may make an irrevocable election to cash out annual leave that will accrue within a future six-month time period by submitting an Irrevocable Election Form available from the **DISTRICT** as set forth in this Section. **EMPLOYEE** must have a minimum of 240 hours of accrued annual leave balances at the time they submit an Irrevocable Election Form to the **DISTRICT** in order to convert accrued annual leave in accordance with this Section. If **EMPLOYEE** does not submit an Irrevocable Election Form in accordance with this Section, they will be ineligible convert annual leave for the applicable time period.

(i) No later than June 1st of any year, **EMPLOYEE** may submit the Irrevocable Election Form to convert Annual Leave to cash for Annual Leave hours **EMPLOYEE** will accrue between July 1st and December 31st of that year. **EMPLOYEE** will be paid within two weeks of January 1st at his/her base hourly rate as of December 31st (i.e., the rate existing on the last day of the six-month election period).

(ii) No later than December 1st of any year, **EMPLOYEE** may submit the Irrevocable Election Form to convert Annual Leave to cash for Annual Leave hours

EMPLOYEE will accrue between January 1st and June 30th of the following year. **EMPLOYEE** will be paid within two weeks of July 1 at his/her base hourly rate existing as of June 30th (i.e., the rate existing on the last day of the six-month election period).

(b) No later than June 1st of each year, **EMPLOYEE** may submit a written election to direct all or a portion of the value of accrued Annual Leave in excess of 600 hours to **EMPLOYEE'S** qualifying 457 Deferred Compensation Plan account, subject to applicable IRS annual contribution limits.

(c) Upon separation of employment, **EMPLOYEE** shall be paid for all accrued and unused annual leave at **EMPLOYEE'S** then-current base rate of pay. By written election received by the **DISTRICT**, no later than thirty (30) days prior to separation of employment, **EMPLOYEE** may instead direct a portion of the value of the Annual Leave to their qualifying 457 Deferred Compensation Plan account, subject to applicable IRS annual contribution limits.

b. Sick Leave.

(1) **EMPLOYEE** shall accrue twelve (12) hours of sick leave per calendar month.

(2) On June 30 of each year, if **EMPLOYEE** has accumulated more than 540 hours of sick leave, excess hours shall be converted to cash value, based on **EMPLOYEE'S** then base rate of pay. The value shall be deposited into **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust in accordance with all applicable laws and regulations.

(3) Upon separation of employment, one hundred percent (100%) of the value of all accrued and unused sick leave hours shall be contributed to **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust and/or an approved 457(b) Plan at **EMPLOYEE'S** base rate of pay in effect at the time of separation from the **DISTRICT** subject to applicable IRS annual contribution limits.

c. Holiday Leave.

(1) **EMPLOYEE** shall be entitled to the same holidays as outlined in the Management Memorandum of Understanding.

(2) **EMPLOYEE** may select three (3) existing holidays and utilize them as floating holidays.

d. Executive Leave.

(1) In recognition of that **EMPLOYEE** does not receive compensatory time, works non-standard hours, is always on call, attends numerous night meetings and works many weekends and holidays, he shall be entitled to eighty (80) hours of Executive Leave each fiscal year of the Agreement, which leave is in addition to other leave provided in this agreement. This leave will be credited on July 1 of each year, except that **EMPLOYEE** will receive an initial prorated amount of Executive Leave for the period of January 1, 2027, to June 30, 2027. Executive leave does not accrue or rollover from year to year and must be taken within the fiscal year in which it is granted. Executive leave may not be cashed out.

e. Personal Time.

(1) **EMPLOYEE** shall have the ability to earn Personal Time, on an hour-for-hour basis, for hours worked in addition to **EMPLOYEE'S** regular schedule to include: holidays, emergencies, strike teams and the like. At the **EMPLOYEE'S** discretion, they may choose to be paid for the Personal Time earned in the current pay period or add the hours to their Personal Time accrual. **EMPLOYEE** shall have the ability to earn Personal Time with no maximum accrual. All accrued and unused Personal Time as of the end of each calendar year shall be cashed out and paid to **EMPLOYEE** in the final payroll check issued during that calendar year. Personal Time shall not be compensable or transferable upon separation or termination.

f. Management Personnel Docking.

(1) **EMPLOYEE** will not be required to use any leave hours for absences of less than eight (8) hours.

g. Retirement.

(1) The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in California Government Code, Section 21363.1, known commonly as three percent at fifty-five (3% at 55). The contract shall also include the following:
- (a) Fourth level of 1959 Survivor Benefits (Section 21574);
- (b) Two years of additional service credit (Section 20903);
- (c) Credit for unused sick leave (Section 20965);
- (d) Post-retirement survivor allowance (Sections 21624, 21626 and 21628);
- (e) One-year final compensation (Section 20042);
- (f) Military Service credit as Public Service (Section 21024);
- (g) **EMPLOYEE** shall pay the full employee share of the PERS contribution.

h. Bereavement Leave.

(1) **EMPLOYEE** shall be entitled to paid bereavement leave consisting of three (3) days per death event. This leave shall be limited to the following immediate family members: Spouse or domestic partner; Child (biological, adopted, step, foster); Parent or parent-in-law; Sibling; Grandparent; Grandchild; Step-parent; Step-siblings; Legal guardian; Person who raised **EMPLOYEE**; Domestic partner's immediate family. In addition, **EMPLOYEE** is entitled to unpaid bereavement leave in accordance with California law.

i. Court Leave.

(1) If **EMPLOYEE** is summoned by a court to appear for the purpose of qualifying or serving as a juror, or receives an enforceable subpoena or court order to appear as a witness related to their work duties, **EMPLOYEE** shall be entitled to paid court leave for the duration of the leave.

j. Uniform Allowance.

(1) **EMPLOYEE** is required to wear a uniform while on duty. **EMPLOYEE** will receive $1400.00 per calendar year, paid on a bi-weekly basis as a uniform allowance. Uniform allowance and/or the value of the uniform(s) provided to the employee will be reported to CalPERS pursuant to applicable law and regulations.

k. Health Contribution.

(1) The **DISTRICT** agrees to offer the PERS Health Benefits Program and pay a portion of the associated premiums as specified in this paragraph. **EMPLOYEE** agrees that he is liable for the difference between the total cost of the health plan they choose and the **DISTRICT'S** PERS health benefit contribution.

(2) The **DISTRICT** agrees to pay an amount equal to ninety percent (90%) of the current Blue Shield HMO premium for the **EMPLOYEE'S** designated coverage.

(3) **EMPLOYEE** may waive **DISTRICT** sponsored healthcare and receive a **DISTRICT** provided incentive equal to 50% of the CalPERS Blue Shield Access+ HMO premium for the **EMPLOYEE'S** applicable benefit tier if each year during the PERS Health Benefits Program Open Enrollment period the **EMPLOYEE** must provide to the **DISTRICT** evidence of healthcare coverage and applicable dependent eligibility for the coming premium term.

(a) **EMPLOYEE** shall receive the incentive to waive **DISTRICT** sponsored healthcare in the form of a bi-weekly deposit commensurate, with the **DISTRICT'S** payroll cycle, on the **EMPLOYEE'S** behalf to the Post-Retirement Medical Benefit Trust or 457(b) plan. There shall be no cash option for this incentive.

I. Other Benefits.

(1) The **DISTRICT** agrees to maintain a benefit plan to be available to **EMPLOYEE**. Benefits which are available through this plan include dental insurance, vision care, life insurance, long term disability (LTD), AD&D, Flexible Spending Account (FSA) plan and health insurance.

(a) The **DISTRICT** shall provide **EMPLOYEE** with $182.19 per month for purchase of life, dental, or vision benefits. Any unused funds shall revert back to **DISTRICT** and shall not be available to the employee for any purpose.

(b) With the exception of the Flexible Spending Account (FSA), the **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs.

(2) Life Insurance. The **DISTRICT** agrees to pay on behalf of **EMPLOYEE** for the purchase of a $10,000 life insurance policy as required by FDAC for plan participation.

(3) Education Incentive. The **DISTRICT** agrees to pay or to reimburse tuition and book costs of any course on job-related subjects. In addition, the **DISTRICT** agrees to pay or reimburse seventy-five percent (75%) of tuition and material costs for upper division and/or post graduate course studies.

(4) Vehicle, Transportation And District Equipment. **EMPLOYEE** shall be provided a **DISTRICT** vehicle and shall be reimbursed for the actual cost of other modes of transportation used for **DISTRICT** business. The **DISTRICT** shall be responsible for paying for liability, property damage and comprehensive insurance for that automobile, and shall be responsible for paying for gasoline and maintenance and repair of that vehicle. **EMPLOYEE** shall operate any **DISTRICT** vehicle used in connection with the performance of their duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In recognition that **EMPLOYEE** is always on call, **EMPLOYEE** may use the vehicle and other **DISTRICT**-provided equipment (cell phone, laptop computer) for more than purely work-related purposes, within reason, and pursuant to **DISTRICT** policy. For purposes of the ethical consideration of a public employee, the personal use of the vehicle, cell phone, laptop computer and office phone is approved without the need for additional approval.

(5) Professional Development. The **DISTRICT** shall pay the reasonable and necessary costs and allow time for **EMPLOYEE'S** professional

development, including professional conferences, seminars, meetings, participation in professional associations, professional dues and subscriptions.

6. INDIRECT/BUSINESS EXPENSES:

a. The **DISTRICT** agrees to reimburse **EMPLOYEE** for reasonable business-related expenses, and such reasonable expense reimbursement shall not be considered additional compensation or wages.

7. PHYSICAL EXAMINATION:

a. **EMPLOYEE** shall be provided an annual comprehensive physical/medical examination in accordance with District policy for Safety employees. **EMPLOYEE** shall immediately advise the **BOARD** of any physical or mental condition, which would affect their ability to perform the duties of Fire Chief/CEO.

8. NO OUTSIDE EMPLOYMENT:

a. **EMPLOYEE** shall devote their full working time and attention to the duties of the position and shall not engage in any outside employment, business activity, or other compensated services during the term of this Agreement.

9. TERMINATION:

a. Termination by the District, Generally.

(1) The **BOARD** may terminate **EMPLOYEE** and this Agreement at any time, with or without cause, upon the affirmative vote of at least four-fifths (4/5) of the **BOARD'S** members. If the **BOARD** terminates **EMPLOYEE**, it shall by provide written notice of the reason(s) and an opportunity for administrative appeal in accordance with the requirements of the Firefighters Bill of Rights ("FBOR") (Government Code sections 3250-3262), including but not limited to Government Code subdivision 3254(c), which states the **DISTRICT** is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. Nothing in this Agreement is intended to, or does, confer upon **EMPLOYEE** any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the **BOARD** to terminate employment.

b. Termination Without Cause.

(1) **Severance Pay.** Should the **DISTRICT** terminate **EMPLOYEE'S** employment without cause, while **EMPLOYEE** is willing and able to perform the duties of the Fire Chief/CEO, the **DISTRICT** will provide **EMPLOYEE** a payment equal to the monthly salary at the time of termination multiplied by the number of months left on the unexpired term of this Agreement, provided Employee does not challenge such

termination, including but not limited to, by means of appeal or civil or administrative hearing and executes a Settlement Agreement and General Release satisfactory to the **DISTRICT**. In the event the **EMPLOYEE** elects not to sign the Settlement Agreement and General Release, **EMPLOYEE** will not be entitled to severance pay.

(a) In no case shall the severance pay be more than the monthly salary multiplied by eighteen (18) months.

(b) All payments required under this Section are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260 and 53261.

(c) The parties to this Agreement agree that the severance benefits due upon termination, if any, and other benefits due upon termination as provided by this Agreement, shall be the only compensation payable to the **EMPLOYEE** and are intended to compensate the **EMPLOYEE** for any damages, which could include, among other losses: the loss of the opportunity to transition employment, the loss of alternate employment opportunities, the loss of income, the loss of opportunities for retraining or further education, the erosion of personal investments and savings, the loss of retirement benefits, physical displacement or the loss of a residence, the loss of insurance and medical benefits, expenses for professional counseling, the loss of standard of living including educational opportunities for children, and the resultant emotional distress to **EMPLOYEE** and **EMPLOYEE's** family.

(d) A decision by the **BOARD** to not extend the Agreement pursuant to Section 2 of this Agreement, will be considered termination without cause.

c. **Termination for Cause.** Notwithstanding the provisions of Section 9.b, **EMPLOYEE** may be terminated for cause. In the event the **BOARD** terminates **EMPLOYEE** for cause, then the **DISTRICT** may terminate this Agreement immediately, and **EMPLOYEE** shall be entitled to only the compensation accrued up to the date of termination and such other benefits and payments as may be required by law. **EMPLOYEE** shall not be entitled to any severance pay as set forth under Section 9.b. As used in this Agreement, "cause" shall mean only one or more of the following:

(1) Incompetency such as failure to comply with the minimum standards for **EMPLOYEE'S** position for a significant period of time.

(2) Proven failure of **EMPLOYEE** to observe or perform any of the assigned duties and obligations, if that failure continues for a period of thirty (30) business days from the date of receipt of notice from the Board specifying the acts or omissions deemed to amount to that failure.

(3) Any grossly negligent action or inaction by **EMPLOYEE** that materially and adversely: (a) impedes or disrupts the operations of **DISTRICT** or its organizational units; (b) is detrimental to employees or public safety; or (c) violates **DISTRICT'S** properly established rules or procedures.

(4) Repeated failure to carry out a directive or directives of the **BOARD**.

(5) Dishonesty involving **EMPLOYEE'S** performance of duties.

(6) Being under the influence of alcohol or intoxicating drugs while on duty.

(7) Addiction to or habitual use of alcoholic beverages, narcotics, or any habit-forming non-prescription drug that renders it more difficult for **EMPLOYEE** to deliver public service.

(8) Absence without authorized leave.

(9) Improper or unauthorized use of **DISTRICT** property.

(10) Failure to engage or participate in good faith in an interactive process to attempt to identify an effective reasonable accommodation to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so.

(11) Acceptance from any source of any emolument, reward, gift, or other form of remuneration in addition to **EMPLOYEE'S** regular compensation, as a personal benefit to **EMPLOYEE** in connection with actions performed in the normal course of **EMPLOYEE'S** assigned duties.

(12) Acceptance from any source of any emolument, reward, gift, or other form of remuneration in addition to **EMPLOYEE'S** regular compensation, as a personal benefit to **EMPLOYEE** in connection with actions performed in the normal course of **EMPLOYEE'S** assigned duties.

(13) Falsification of any **DISTRICT** report or record or any report or record required to be or filed by **EMPLOYEE**.

(14) Engagement in prohibited harassment, discrimination, retaliation, or abusive conduct.

(15) Any action by **EMPLOYEE** likely to bring substantial discredit to the **DISTRICT**.

(16) A material breach of this Agreement.

d. Termination By Employee. EMPLOYEE may resign or retire and thereby terminate this Agreement at any time upon giving ninety (90) days written

notice to the **BOARD**, unless an earlier effective date is agreed to by both parties. In such event, **EMPLOYEE** shall continue to render services and be paid regular compensation and benefits up to the date of termination, unless mutually agreed by both parties. Upon such termination, **EMPLOYEE** shall be entitled to receive only such accrued benefits that may be due and payable at the time, but he shall not be entitled to any severance pay or other compensation. A decision by the **EMPLOYEE** to not extend the Agreement pursuant to Section 2 of this Agreement, will be considered a termination by **EMPLOYEE** under this Section.

e. **By Death or Disability.** The employment of **EMPLOYEE** and this Agreement shall automatically terminate upon the death of or upon the termination of employment because of permanent disability. As used herein, disability shall have the same meaning and shall be determined in the same manner, as provided under PERS. Neither **EMPLOYEE** nor their heirs, administrators or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights to accrued benefits as described herein and that may be provided by law and PERS. **EMPLOYEE** and heirs shall be entitled to receive only such accrued benefits that may be due and payable at the time, but he shall not be entitled to any severance pay or other compensation.

f. **COBRA Benefits.** This Agreement in no way affects **EMPLOYEE'S** rights to continue health insurance coverage as required under COBRA for **EMPLOYEE** and Employee's eligible dependents.

10. PERFORMANCE AND EVALUATION:

a. The **BOARD** and **EMPLOYEE** shall, by September of each year, define such goals and performance objectives which they determine necessary for proper operation of the **DISTRICT** in the attainment of the **BOARD'S** policy objectives and shall establish a relative priority among said goals and objectives. This shall be reduced to writing and reviewed and approved by the **BOARD**.

b. The **BOARD** shall review and evaluate performance annually in October of each year. Said reviews and evaluations shall be conducted in accordance with specific criteria developed jointly by the **BOARD** and which may be added to, or deleted from, as the **BOARD** may from time to time determine in consultation with the Fire Chief/CEO. As a component of the evaluation and no later than September of each year, the **BOARD** will conduct a contract and salary review. Based upon a positive performance evaluation, the **BOARD** will consider any changes to the terms of this Agreement and/or **EMPLOYEE'S** compensation and benefits.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

a. The **BOARD,** in consultation with may fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Fire Chief/CEO.

12. INDEMNIFICATION:

a. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the **DISTRICT** shall defend and indemnify **EMPLOYEE** against and for all losses sustained by Employee in direct consequences of the discharge of **EMPLOYEE'S** duties on the **DISTRICT'S** behalf for the period of **EMPLOYEE'S** employment.

b. Without limiting the application of Section 12.a, nothing in this Agreement shall expand the **DISTRICT'S** defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5. Further, in the event **DISTRICT** provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, **EMPLOYEE** shall reimburse the **DISTRICT** for such legal criminal defense funds if **EMPLOYEE** is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 — 53243.4.

c. This Section 12 shall survive separation and termination of this Agreement.

13. ABUSE OF OFFICE:

a. Any severance pay **EMPLOYEE** may receive pursuant to Section 9.b of this Agreement, as paid leave pending an administrative investigation, as funds for the legal criminal defense of **EMPLOYEE**, or as any cash settlement related to the termination of **EMPLOYEE** shall be fully reimbursed to the **DISTRICT** if Employee is convicted of a crime involving an abuse of their office or position. "Abuse of office or position" means either of the following:

(1) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(2) 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.

b. Nothing in this Section entitles **EMPLOYEE** to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

14. GENERAL PROVISIONS:

a. Waiver of Breach. The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach.

b. Assignment. The rights and obligations of the respective parties hereto under this Agreement shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

c. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said subject matter in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both **EMPLOYEE** and the **BOARD**.

d. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Any action to interpret or enforce terms of this Agreement shall be held exclusively in a state court in San Diego County, California. Employee expressly waives any right to remove any such action from San Diego County otherwise permitted by the California Code of Civil Procedure section 394.

e. Partial Invalidity. If any provision of this Agreement, or portion thereof, is held unconstitutional, or found to be invalid or unenforceable by any court, such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remaining provisions hereof shall remain in full force and effect unless such partial invalidity or unenforceability would defeat an essential business purpose of this Agreement.

f. Attorney's Fees. Each party shall bear its own attorney's fees or costs associated with litigation concerning this Agreement.

g. Arbitration. In the event any controversy or claim arising out of this Agreement cannot be settled by the parties or their legal representatives, such controversy or claim shall be settled by binding arbitration in accordance with the then current rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. Costs of such proceedings shall be borne equally by the respective parties without reimbursement of legal fees and shall not include any punitive, exemplary, or other damages, other than compensatory damages for any breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 27th day of October, 2026.

BY NORTH COUNTY FIRE PROTECTION DISTRICT:

Chris Shaw
President of the Board of Directors

BY EMPLOYEE:

Peter August
FIRE CHIEF/CEO

APPROVED AS TO FORM:

Kristen Steinke
General Counsel, North County Fire Protection District