

**FIFTH AMENDED
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into this 27th day of June, 2023, by and between the Northwest Fire District, a duly constituted Arizona fire district ("Employer") and Norman K. ["Brad"] Bradley, III ("Employee").

RECITALS

- A. Employee has served Employer since 1999. He is presently serving Employer as the Fire Chief.
- B. Employer has reviewed and considered Employee's qualifications and work history, and desires to retain Employee as Fire Chief, upon the specific terms set forth below.

TERMS

NOW, THEREFORE, Employer and Employee agree as follows:

Section 1: Term

This Agreement shall begin and remain in full force and effect from July 1, 2023, until June 30, 2025, or until sooner terminated by the Employer or Employee as provided in Sections 6, 7 or 8 of this Agreement.

Section 2: Duties and Authority

- A. Employee shall spend his full time and best effort on behalf of the Employer as Fire Chief, and shall carry out the responsibilities described in the job description, attached hereto as Exhibit A to this Agreement and incorporated herein by this reference, and as otherwise directed by Employer's Governing Board.

Section 3: Compensation

- A. Employer agrees to pay Employee an annual base salary of \$202,846.94 payable in installments at the same time that the other management employees of the Employer are paid.

Section 4: Benefits

- A. Employee shall be entitled to the benefits provided for in the District's Policy Manual (the "Manual"). In addition to those benefits, Employee shall also accrue 5 additional days of paid time off each year of this Agreement.
- B. Employee shall be entitled to a staff vehicle for Employer business. In the event that a staff vehicle is not available to Employee, he shall be entitled to mileage reimbursement from Employer, for use of Employee's personal vehicle, at the current federal reimbursement rate.

- C. Employee shall be entitled to an annual clothing allowance, pursuant to Employer's Standard Operating Procedures.

Section 5: Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee to pursue necessary official functions for Employer, including AFDA conferences.
- C. Employer agrees to provide to Employee certain technological and communications devices as are appropriate for him to carry-out his duties and maintain communication, such as, a laptop computer and smart-phone device.

Section 6: Termination

- A. For the purposes of this Agreement, termination shall occur when:
 - 1. The majority of the Governing Board votes to terminate the Employee at a duly authorized public meeting.
 - 2. If the legislature acts to amend any provisions of the Arizona Revised Statutes pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - 3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
 - 4. If the Employee submits his resignation following an offer to accept resignation made by the Governing Board then the Employee may declare a termination as of the date of the offer. Resignation by the Chief must be submitted in writing, unconditionally, to the Board Chair.
 - 5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 14.

Section 7: Severance Pay

- A. If Employee is terminated as defined in Section 6, Employee shall receive three months' severance pay with all benefits as described in section 4 (A).

- B. Notwithstanding the above, if the Employee is terminated for conviction of any felony, be it committed within or without the scope of employment, or of a misdemeanor committed within the scope of employment, the Employee shall not be entitled to receive severance pay or benefits.

Section 8: Voluntary Resignation

- A. Should the Employee wish to resign without first receiving an offer of resignation, he may do so, but must provide a minimum of 60 days written notice to Employer.
- B. In the event of voluntary resignation hereunder, Employee shall not be entitled to be demoted nor shall he be entitled to receive severance pay or benefits.

Section 9: Performance Evaluation

- A. Employer shall annually review the performance of the Employee in March or April.

Section 10: Hours of Work

- A. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The Parties contemplate that the Employee, as Fire Chief, will spend at least forty hours per week on District business.

Section 11: Outside Activities

- A. The employment provided for by this Agreement shall be the Employee's sole employment.

Section 12: Indemnification

- A. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee and Employee is a party to the suit.

Section 13: Other Terms and Conditions of Employment

- B. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any law.

Section 14: Notices

- A. 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:

Employer: Northwest Fire District
Attn. Board Chair
13535 N Marana Main St
Marana, AZ 85653

Copy to: Thomas A. Benavidez
7400 N. Oracle Rd., Suite 143
Tucson, Arizona 85704

Employee: Norman K. ["Brad"] Bradley

Tucson, Arizona 85745

Section 15: Miscellaneous

- A. Employee and Employer acknowledge that the Employer has adopted the Manual and that the specific terms and conditions of this Agreement shall supersede the provisions of the Manual to the extent that they conflict with this Agreement.
- B. This Agreement shall be governed by Arizona law and venue for any dispute resolution shall be in Pima County.
- C. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. 38-511. However, the parties acknowledge that Employee has an obvious financial interest herein.
- D. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior agreements, be they oral or written, or discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- E. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

- F. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Employer:

Employee:

Northwest Fire District

Norman K. ["Brad"] Bradley, III

By: 

Cyndell Chanek, Vice Chairperson

Date: 06/27/23



Date: 06/28/23

EXHIBIT A

[Job Description Must Be Attached.]