

**EMPLOYMENT AGREEMENT (FIRE CHIEF) BETWEEN THE  
CITY OF ORLAND AND JUSTIN CHANEY**

The City of Orland (City), by and through its duly elected City Councilmembers (Council) and its duly appointed City Manager (City Manager), both located at 815 Fourth St., Orland, CA 95963, and Justin Chaney (Fire Chief), in consideration of the mutual promises made herein, agree (Agreement) as follows:

**ARTICLE 1. TERM OF EMPLOYMENT**

**Section 1.01. Appointment and Term.**

The Fire Chief Employment Committee, established in the Agreement Between the City of Orland and the Orland Fire Protection District of Glenn County (District) Regarding Professional Fire Chief Services (City/District Agreement), a true and current copy of which is attached hereto and incorporated herein, appoints Justin Chaney as Fire Chief, pursuant to this employment contract with the City.

The term of employment shall be three (3) years, commencing June 16, 2022, and ending on June 15, 2025.

**Section 1.02. "Employment Term" – Defined.**

As used herein, the phrase "employment term" refers to the entire period of employment of Fire Chief by City hereunder.

**ARTICLE 2. DUTIES AND OBLIGATIONS OF FIRE CHIEF**

**Section 2.01. Duties and Obligations.**

Fire Chief shall provide to the City all necessary professional, administrative, and managerial services to perform the duties and responsibilities of the office of Fire Chief.

The City will provide the services of the Fire Chief to the District to perform the typical duties of a fire chief and an administrator who will attend regular and special meetings of the District, as required, to provide advice, present reports, make recommendations on fire and emergency response services and related matters, and receive direction and the specific services set forth in the City/District Agreement.

With respect to services provided pursuant to the City/District Agreement, the Fire Chief is deemed to be a City employee or City contract service provider for the purposes of exercising all of the rights, duties, privileges and obligations conveyed or imputed by law to that office within the District.

Section 2.02. Faithful Performance.

Fire Chief agrees that to the best of his ability and experience he will at all times faithfully, loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

Section 2.03. Outside Employment.

(a) Fire Chief shall devote his entire production time, ability and attention to the business of City during the term of this Agreement; provided, however, upon approval by the City Manager, the Fire Chief may undertake outside employment that does not interfere with the duties and responsibilities of Fire Chief's position. Any consideration of outside employment shall be presented to the City Manager for prior review.

(b) This Agreement shall not be interpreted to prohibit Fire Chief from making passive personal investments or conducting private affairs if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3. OBLIGATIONS OF CITY

Section 3.01. Compensation, Benefits, Expenses.

City shall provide Fire Chief with the compensation, incentives, benefits, and expense reimbursement specified elsewhere in this Agreement.

Section 3.02. Indemnification for City Losses.

City shall indemnify Fire Chief for all losses sustained by Fire Chief as a direct consequence of the discharge of his duties on City's behalf.

ARTICLE 4. COMPENSATION OF FIRE CHIEF

Section 4.01. Compensation.

(a) As compensation for the services to be rendered by Fire Chief herein, City shall pay Fire Chief the following amounts per year as salary:

Year one (effective June 16, 2022): \$107,000.00  
Year two (effective June 16, 2023): \$110,000.00  
Year three (effective June 16, 2024): \$113,000.00

(b) Fire Chief's salary shall in no event be reduced during the term of this Agreement except as included in a general salary reduction applied to City employees for whom the City Council has the authority to set salaries. In the event of such salary reduction, it shall be at the same percentage applied to other employees.

#### Section 4.02. Administrative Leave.

Fire Chief shall be entitled to receive 80 hours of Administrative Leave annually which shall be awarded annually at the start of the fiscal year (July 1). Any balance remaining June 30 of the following year shall be forfeited. In consideration of this benefit, Fire Chief agrees to release and waive any and all claims or potential claims which did accrue or may have accrued for overtime compensation or any other such claims under the Fair Labor Standards Act or the California Labor Code from the date of Fire Chief's initial hire as Fire Chief through the end of this Agreement and any extension thereof.

### ARTICLE 5. FIRE CHIEF BENEFITS

#### Section 5.01. Vacation.

Fire Chief shall be entitled to annual vacation time each year at the rate of 160 hours per year effective June 16, 2024 (year 3 of this contract). Vacation time shall accrue monthly. Total accumulated vacation time shall not exceed 240 hours. Vacation time shall not accrue beyond 240 hours for the length of this Agreement. Any such vacation time beyond 240 hours shall be lost.

#### Section 5.02. Other Benefits.

Fire Chief shall receive health insurance including medical, dental and vision offered to other City employees; retirement benefits at PERS PEPPRA Public Safety formula with employee contribution per PEPPRA system requirements (currently approximately 12%); holidays and all other fringe benefits in amounts and types equal to those of City department heads and subject to change as department head benefits may change; uniform allowance consistent with other public safety employees. Chief is not eligible for longevity bonuses, education stipends for degrees, licenses or certifications required as part of the fire chief job description.

Fire Chief is entitled to use of a City/District provided chief's motor vehicle and necessary fuel for business purposes under the terms of this Agreement. This vehicle shall be covered under the City's self-insured program of public liability insurance, and the City shall be liable for all business-related expenses incurred and related use of said vehicle. Business use, for purposes of this Agreement, include transportation from place of residence to/from locations of work and emergency response.

## ARTICLE 6. TERMINATION OF EMPLOYMENT FOR CAUSE

The Fire Chief Employment Committee shall have the authority to terminate the Fire Chief, for cause, subject to due process hearing before the Fire Chief Employment Committee.

The City Manager shall undertake an annual review of Fire Chief's job performance and provide that review to the Fire Chief Employment Committee.

The City Manager shall have the authority to undertake disciplinary investigations of the Fire Chief. The City Manager shall have the authority to impose discipline of written warnings and notices to correct upon the Fire Chief.

The City Manager shall have the authority to suspend Fire Chief for up to 60 days, with pay, and appoint the First Assistant Chief as acting Fire Chief, if necessary. In that event, the City Manager shall meet with Fire Chief Employment Committee before any or further disciplinary action is taken.

The City Manager shall have the authority to recommend employment termination of the Fire Chief for cause, subject to due process hearing before an independent, experienced, qualified hearing officer, selected by the Fire Chief Employment Committee, whose decision shall be made in writing and shall be final and binding.

## ARTICLE 7. GENERAL PROVISIONS

### Section 7.01. Notices.

Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notice shall be addressed to the City at 815 Fourth St, Orland, CA 95963. Mailed notice shall be addressed to the Fire Chief at 810 Fifth Street, Orland, CA 95963. Each party may change their address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

### Section 7.02. Attorney's Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees. This provision shall be construed as applicable to the entire contract.

### Section 7.03. Agreement an Entirety.

This Agreement and the incorporated City/District Agreement supersede any and all other agreements, either oral or written, between the Parties with respect to the employment of Fire Chief, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, and which are not embedded herein, and that no other agreement, statement, or promise not contained in this Agreement and the incorporated City/District Agreement shall be valid or binding.

Section 7.04. Non-Waiver.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement and the incorporated City/District Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power be for all or any other times.

Section 7.05. Effect of Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Section 7.06. Applicability – California Law and Venue.


This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for enforcement shall be the County of Glenn, California.

Section 7.07. Construction with the Orland Municipal Code and Personnel Manual.

The terms of this Agreement are deemed additional terms and conditions of employment not inconsistent with any provisions of the OMC and Orland Personnel Manual. In the event of any inconsistency, however, the terms of this Agreement shall prevail over the terms of the OMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

Dated: 7-5-22

  
\_\_\_\_\_  
Fire Chief  
Justin Chaney

Dated: 6-22-22

  
\_\_\_\_\_  
City Manager  
Peter R. Carr



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Approved as to form,  
Gregory P. Einhorn, City Attorney