

Employment Agreement

This Employment Agreement ("agreement") is entered into between the Bowie Fire District, an Arizona Fire District (the "District") and Chris Anthis (the "Fire Chief") effective as of the date of approval by the District as set forth below.

RECITALS

- A. For purposes of this Agreement, the District acts through the authority of the Bowie Fire District Governing Board (the "Board").
- B. The Fire Chief is a Firefighter/EMT.
- C. The Board selected the Fire Chief effective as of September 19, 2025, and he has been serving in the capacity of Interim Fire Chief since that date.
- D. This Agreement replaces and supersedes any prior agreement of employment, whether written or oral, between the District and the Fire Chief.
- E. The Board and the Fire Chief mutually desire to extend the Fire Chief's employment upon the terms and conditions as set forth in this Agreement and further desire a limited agreement to provide continued stability for the District and the Fire Chief.

For the mutual promises set forth in this Agreement the District and the Fire Chief agree as follows.

- I. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
 - 1. Direction and Instruction. The Fire Board shall instruct, and direct Fire Chief and Fire Chief shall take instruction and direction only through the action of a majority of a quorum at a properly noticed Board meeting. No single Board member is authorized to instruct or direct the Fire Chief unless authorized to do so by a majority of a quorum at a duly noticed Board meeting.
 - 2. Powers and Duties. During the term of this Agreement, the Fire Chief will use his best efforts to on behalf of the District in carrying out the duties as set forth on the attached Job Description and as it may be amended from time to time by the Board. In addition:
 - a. Fire Chief is the Chief Executive and Chief Operations Officer for the District and is the top of the District's operational and administrative chain of command for all the District's employees and volunteers.
 - b. Fire Chief shall attend all meetings of the District's Governing Board unless excused and shall take part in the discussion of all matters coming before the Board including during Open Meeting and Executive Session unless subject to exclusion for compliance purposes regarding legal advice to the Board.

- c. Fire Chief shall have the authority to appoint, suspend, or remove employees or volunteers except as otherwise provided by the District policies or state or federal law.
 - d. Fire Chief shall prepare the District's budget annually, including all funds of the District and submit to the Board as part of the annual budging process, with sufficient advance notice to the Board to allow timely Board review; public posting as required; and the statutory public hearing to approve the budget.
 - e. Fire Chief will be responsible for administering the budget as adopted by the Board and making regular budget reports to the Board during scheduled Open Meetings and as otherwise requested by the Board.
 - f. Neither the Board nor any of its members shall direct or request the appointment or employment of any person to, or removal from, employment or volunteer status, except the Fire Chief.
3. Hours of Work. Fire Chief's duties and responsibilities on behalf of the District require time outside of regular office hours and outside of the office environment. The Fire Chief shall set a regular work schedule of 20 hours per week; however, Fire Chief shall be entitled to flex his work time when that schedule is impacted by scheduled and unscheduled work (including but not limited to emergency response, training, work related travel, wildland response) required outside of regular office hours. Fire Chief shall be responsible for tracking his flex time and keeping the Board advised of changes in his work schedule.
4. Term. The term of this Agreement is for a period commencing as of the Board's approval of this Agreement through December 31, 2027, unless sooner terminated pursuant to this Agreement. Nothing in this Agreement shall be interpreted to violate any Arizona Statute. 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
- a. The Board may, at its option, roll forward the termination of this Agreement thereby extending the termination date in 1-year increments.
5. Compensation. The District shall pay Fire Chief an annualized salary and benefits as follows:

- a. Salary is based on the annualized rate of \$50,000.00.
- b. This position is classified as a full-time position.
- c. For purposes of FLSA, Fire Chief is an exempt employee working a minimum 1560 work hours per year and is not entitled to overtime for any hours worked in excess of 40 hours per work week. The Fire Chief may also respond for a wildland fire assignment when ordered through the State of Arizona. While on assignment, the Fire Chief is entitled to the state-mandated hourly rate of \$48.08 per hour outside the stated 20 hours of normal work hours. The State of Arizona will be billed the hourly rate for each hour worked including all accepted taxes and benefits for reimbursement. Payment to the Chief by the District for wildland response hours worked only occurs if the District is reimbursed for such hours by the State Forestry Department.
- d. Outside employment (other than wildland response) is subject to approval when there is appropriate confirmed coverage to the District and the Board is notified in advance in writing by the Chief of the Chief's expected dates of absence. Unless PTO or flex time is utilized, the Fire Chief will not receive any compensation during that time.

6. Benefits.

- a. Medical Insurance. The District will provide an annual NFPA physical and urgent care insurance.
- b. Uniforms. Fire Chief shall be provided with all necessary and reasonably required uniform components and PPE components, including required OSHA protections. District will be responsible for the replacement as items become worn or damaged in the normal course of use or become obsolete.
- c. The District is not a PSPRS or ASRS contributing agency. The Fire Chief was a prior participant in PSPRS while working for another agency, but is not currently in the PSPRS program, nor is he eligible for or a participant in ASRS. The District will make a contribution to an alternate pension plan at a rate not to exceed the Current Arizona State Retirement System (ASRS) Employer contribution of the Chief's eligible salary, into a defined contribution plan that complies with the requirements of the Internal Revenue Code and any state counterpart(s).
- d. Paid Time Off.
 - i. Fire Chief shall accrue PTO at the rate of 4.62 hours every pay period. Fire Chief may carry over up to 120 hours from one year to

the next. Any unused hours in excess of 240 hours will expire at the end of the fiscal year in which they were accrued.

- ii. Upon separation from employment from the District initiated by either party but without cause, Fire Chief shall be paid out at the rate of 100% for all accrued PTO up to a max of 240 hours. Such payment may be made over a period of up to six (6) months following the Chief's date of separation from the District or as the parties may otherwise agree. If the Chief is terminated for good cause, no payment for accrued PTO will be made or required.

e. Sick time Off.

- i. Fire Chief shall accrue Sick Time at the rate of 1 hour for every 30 hours worked every pay period.
- ii. Unused Sick Time may not be cashed out and expires when the Chief terminates employment with the District.

f. Vehicle.

- i. It is understood that the Fire Chief, from time to time, may use personal vehicle for duties of the Fire Chief. During such use, the Fire Chief shall keep beginning and ending mileage and document use and shall submit a reimbursement request to the Governing Board every month for approval. The Fire Chief will be reimbursed at the current federal rate of 72.5 cents per mile for District-related travel only.

g. Professional Development.

- i. Participation on District time may include but is not limited to the Arizona Fire District Association, the Arizona Fire Chiefs Association, Cochise County Fire Chiefs, and Emergency Medical Services groups.
- ii. Continuing Education – The Fire Chief shall be entitled to reimbursement for continuing education not provided by the District. All such education expense and reimbursement for same must be approved in advance by the Fire Board during a regularly-scheduled open meeting, and sufficient District funds must be available for reimbursement.

- 7. Severance. Except as otherwise provided in this Agreement, if the Board terminates the Fire Chief's employment without cause during the term of this Agreement, then the Fire Chief is eligible to receive a severance payment from the District in an amount equal to three (3) months of pay processed as payroll. Such payment may be made over a period of up to three (3) months following the Chief's date of separation from the District or as the parties may otherwise agree. Transition by the Fire Chief to a different

role with the District will NOT be considered to be a termination of the Fire Chief within the meaning of this section. This is separate from and does not include any payment for accrued PTO due to the Chief at the time of termination. Employee's eligibility for any severance payment is expressly conditioned upon Employee's execution of both: (1) a waiver and release of any and all of claims against the District and its Board Members, employees, and agents, and (2) a covenant not to sue the District or its Board members, employees, and agents. If Employee elects not to sign the waiver or the covenant not to sue, Employee will not be eligible to receive any severance payment.

8. Performance Review. The Board may review the Fire Chief's performance at any time including at the request of the Fire Chief, and at least annually at a mutually-agreed date and time.
9. Termination. This Agreement may be terminated by the District for good cause or without cause. Examples of good cause include but are not limited to conviction of a felony, embezzlement, drunkenness on the job, insubordination, abuse of the position of Fire Chief, failure to represent the District in a professional manner, or dereliction of duties, or other offenses terminable under District policy. If this Agreement is terminated for good cause under this paragraph, Fire Chief shall not be entitled to severance.
10. Notice of Termination. Neither party shall terminate this Agreement without ninety days' notice in writing to the other party unless the circumstances may justify a termination for cause, in which case Fire Chief shall be placed on immediate paid leave until the Board makes a formal determination as to whether or the Agreement may be terminated for cause. In the event Fire Chief resigns following an offer by the Board to accept his resignation, this Agreement terminates effective as of the date of the accepted resignation without further notice. Resignation by the Chief pursuant to the Board's request is the equivalent of a termination for cause for purposes of severance and PTO calculations.
11. Indemnification. The District shall defend, hold harmless, and indemnify Fire Chief against any tort, professional liability claim, demand, lawsuit, or claim of any kind arising out of an alleged action or omission occurring in the course and scope of his employment with the District.
12. Notice. Any notice permitted or required under this Agreement shall be in writing, personally delivered or mailed by first class mail, postage prepaid to the address at the address set forth below. Notice shall be deemed complete upon delivery in person or three business days after mailing. The Parties may

change their address for notice from time to time by notice in writing to the other parties.

To the District:
Bowie Fire District
Attn. Board Chairperson

To the Fire Chief:
Chris Anthis

118 W Lynchille PO Box 241
Bowie Az 85605

PO Box 1
San Simon Az 85652

13. District Policy. The District and Fire Chief acknowledge that the Board has adopted certain policies for the District which Board may amend from time to time. The Fire Chief shall abide by the District's policies except in any specific instance in which the terms of this Agreement supersede one or more of the District's policies. Policies enacted by the Fire Board after the date this Agreement is signed by the parties will be deemed to apply to the Fire Chief unless the Chief is expressly excluded by the terms of the new policy.
14. Compliance with Arizona and Federal Law. The Fire Chief expressly agrees that he shall act, at all times, in compliance with applicable Arizona and federal law, including but not limited to the Legal Arizona Workers' Act and non-discrimination provisions of the Arizona Revised Statutes.
15. Arizona Law. This Agreement shall be governed by Arizona law and the parties hereto stipulate and agree that venue and jurisdiction shall be in Cochise County, Arizona for any dispute arising hereunder.
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended or modified unless in writing. signed by the parties.
17. Statutory Termination/ Non- Appropriation. This Agreement may be terminated by the District pursuant to A.R.S. §38-511. This Agreement may also be terminated by the District if it has insufficient funding to comply with its terms, and nothing in this Agreement will bind the District to expend funds in excess of funds appropriated and allotted for the purposes outlined herein.

Approved by the Bowie Fire District Governing Board in open session on this
18 day of June, 2026.

The District
Bowie Fire District


Fire Chief



Acting Chair



Board member