

**AGREEMENT BY & BETWEEN THE
WESTERN CASS FIRE PROTECTION DISTRICT AND
Christopher Johnson**

This agreement made and entered into on April 6, 2022, by and between the Board of Directors, hereinafter referred as "Board" of the Western Cass Fire Protection District and Christopher Johnson hereinafter referred as the "Custodian of Records". This agreement shall govern pay, working hours, working conditions, and term and conditions. The governmental agency known as the Western Cass Fire Protection District hereinafter referred to as the "The District".

1. GENERAL DUTIES: The Custodian of Records will report to the Board of Directors and shall be responsible for the District's records management duties, which shall include, but is not limited to such duties as described in the Position/Role Description in Appendix A.

2. COMPENSATION AND BENEFITS: For all services rendered by the Custodian of Records under this agreement, the District shall provide the following compensation and benefits:

- 2.1 A rate of \$25 per hour, payable monthly for a period of one year. Subsequent years can renew subject upon a satisfactory Performance review to be completed 30 days prior to the end of year one as described in Section 6.
- 2.2 The Custodian of Records will be subject to a \$25.00 deduction for each missed deadline for responding to a request to access records.
- 2.3 The Public Information Officer shall invoice the District monthly and the invoice shall detail the dates and time worked on the approved project, task, or activity.

3. WORKING FACILITIES, CONDITIONS, & SCHEDULE:

- 3.1 The Custodian of Records shall be furnished with such facilities and equipment required for the adequate performance of the duties and within the budget limitations of the District.
 - 3.1.1 The District shall provide the Custodian of Records with a laptop, mouse, computer bag including the necessary software to perform said duties, including Microsoft Office.
 - 3.1.2 The District will provide access working space, printer/copier/scanner to perform necessary duties.
- 3.2 The Custodian of Records shall work an exempt, non-traditional, unscheduled work week, devoting the amount of time and energy that is reasonable to faithfully perform the duties of Custodian of Records.

3.2.1 All work is to be performed in a timely manner. It is expected that the Custodian of Records will respond to requests to access records within seventy-two (72) hours as provided by the Missouri Sunshine Law.

3.2.2 All other duties performed can be performed at times that are flexible during the week, subject to meeting required deadlines.

4. SEPARATION FROM SERVICE: Resignation of or termination from the position of Custodian of Records shall constitute separation from service in the following manner:

4.1 Resignation: The Custodian of Records may request to be released from this agreement by notifying the Board in writing at least thirty (30) calendar days in advance unless the Board waives this notice requirement.

4.2 Termination: The Board may terminate the Custodian of Records by delivering at least thirty (30) calendar days before the effective day by registered mail to the Custodian of Records' residence.

4.2.1 The Board may withdraw or modify a termination within thirty (30) days after the original written notice was delivered.

4.3 Termination Causes. This agreement may be terminated by the Board for any of the following reasons.

4.3.1 Incompetence, inefficiency, or inattention to or dereliction of duty.

4.3.2 Dishonesty, intemperance, insubordination, disgraceful, immoral, or prejudicial conduct, discourteous treatment of the public or District personnel or any other act of omission or commission tending to injure the public service or any other willful failure on the part of the Custodian of Records to maintain proper conduct.

4.3.4 Drunkenness or use of intoxication liquors, narcotics, or any other habit-forming drugs, liquid, or preparations during duty hours or to such an extent that the use thereof interferes with the efficiency or mental or physical fitness of the Custodian of Records.

4.3.5 Conviction of any felony or a misdemeanor involving moral turpitude.

4.3.6 Any other act of failure to act which in the judgement of the Board is sufficient to show the offender to be an unsuitable and unfit person to be in public service.

4.4 The Custodian of Records agrees to return all District physical and electronic property in the same condition as issued.

4.4.1 The return of District property includes, but not limited to, all passwords to the laptop and software applications, electronic records, keys, and any other property issued to the Custodian of Records.

5. MISCELLANEOUS:

5.1 Elimination of District. This agreement shall be terminated if the District is dissolved or consolidated with another fire protection district.

5.2 Governing Law and Venue. The validity, interpretation, and execution of this agreement, and the performance of and rights accruing under it, shall be governed by the laws of the State of Missouri. Should it be necessary to file an action concerning the terms of this agreement, venue shall be in the Cass County Circuit Court.

5.3 The District nor the Board shall not at any time during this agreement reduce the payment, compensation, or other financial benefits of the Custodian of Records, except to the degree that such reductions are across-the-board for all District contractors.

5.4 Non-waiver of Breach. The failure of either party to insist on strict performance of any portion of this agreement in any one or more instances shall not be construed to be a waiver of any such terms, but the same shall remain in full force and effect.

5.6 Dispute Resolution. If for any reason, a dispute arises that the parties alone cannot resolve, they hereby agree to seek mediation with the Mediation and Conciliation Service.

5.6.1 The parties have the right to request review of the dispute resolution process to the Circuit Court. If the Court finds that a party has abused or frustrated the dispute resolution process without good reason, the Court shall award attorney fees to the prevailing party.

5.7 Invalidity. Should any Article, Section, or portion thereof of this agreement be held unlawful or invalid by any court, agency, or board of competent jurisdiction or in conflict with existing state laws, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof, if requested neither party. The remaining parts or provisions shall remain in full force and effect.

6. PERFORMANCE EVALUATION REVIEW:

6.1 The Board shall review and evaluate the performance of the Custodian of Records at least once annually. The Board may seek feedback from appropriate District personnel to aid in the evaluation.

6.2 Upon execution of this agreement, the Custodian of Records will be subject to a 90-day period in which this agreement may be terminated without the 30 days' notice in Section 4.2.

7. TERMS:

7.1 The terms of this agreement shall commence on April 6, 2022 and continue to be in full force and effect until April 18, 2023, which is two weeks after the April 4, 2023 election.

7.2 Should the Custodian of Records receive a positive Annual Performance Evaluation (as per Section 6 of this agreement) the Board agrees to consider extending this agreement.

7.3 Prior to the termination date of this agreement, either party may recommend any or all parts of the agreement to be reopened for negotiations, provided one of the parties advises the other party in writing (60) days prior to the termination date of this agreement.

7.3.1 Notice shall be made through submission in writing to the other party of such recommendations. The party receiving the request to reopen the agreement will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. This agreement shall remain in full force and effect during the period of negotiation until notice of termination of this agreement is provided.

7.4 Extension of the Agreement. Should neither party to this agreement receive written notice requesting negotiations sixty (60) days prior to the expiration date of the agreement, the agreement will be considered to be renewed. The new agreement shall be in force and effect from the day following termination of the previous agreement and for one year thereafter.

8. AMENDMENTS:

This agreement may be amended at any time during its effective term, provided there is mutual consent of both parties.

FOR THE DISTRICT:

FOR THE CUSTODIAN OF RECORDS:

President

Christopher Johnson

Treasurer

Witness