

**CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is effective as of May 8, 2025 ("Effective Date"), and is between the Bear Valley Community Services District ("District"), a California community services district, and Dain Hurst ("Hurst"), an individual. The parties agree as follows:

RECITALS

District desires to appoint and hire Hurst as its Chief of Police and Hurst desires to accept the appointment and the employment as the District's Chief of Police pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. Position; Duties; Hours; Direction; Activities; And Period Of Employment.

1.1 Position. District hereby appoints Hurst as its Chief of Police ("Chief") and Hurst accepts employment with the District as its Chief and agrees to perform all functions, duties, and services appropriate to that position as set forth in Section 1.3 [Duties] of this Agreement.

1.2 Hours and location of Work. Hurst must devote the time necessary to adequately perform the duties of Chief. The parties expect that a minimum of 40 hours per week, including additional time outside of normal business hours, will be required to satisfy this requirement. To the maximum extent possible (and excepting time necessary for District business such as meetings outside the District with other local and state agencies and organizations and to make inspections within the District of District property and facilities), Hurst will be available at the District's office during regular business hours, Monday through Friday, in order to provide adequate availability to the Board of Directors, District staff, and members of the community. In addition, Hurst acknowledges and agrees that he will report to work when necessary for District operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such presence is reasonably possible.

The position of Chief is an exempt position under California wage and hour law, and Hurst acknowledges that he will not be entitled to any compensation for overtime.

1.3 Duties. Hurst will have the powers, duties, and responsibilities set forth in this Agreement and will exercise such powers and perform duties and responsibilities at the direction and under the supervision of the District's General Manager per District Code section 2-5-1.

1.3.1 Hurst will serve as the Chief of Police (Chief) and perform duties as set forth in the Job Description attached as Exhibit A. In addition to the foregoing, as the Chief, Hurst will: (a) keep the General Manager fully apprised of all significant ongoing operations of the Police Department; (b) report directly to the General Manager; and (c)

provide monthly status reports to the Board of Directors on his activities and those of the Police Department.

1.3.2. Hurst agrees to exercise all Chief powers and perform all duties set forth in the District Code, Personnel Policies, and the Police Department Manual (Manual), as may be amended.

1.3.3. Without additional compensation, Hurst will provide such other services as are customary and appropriate to the position of Chief together with such additional services consistent with California and federal law, the Manual, and Personnel Policies that are assigned from time to time by the General Manager. Hurst shall devote his best efforts and full-time attention to the performance of these duties.

1.4 Professional Activity. Hurst may be reasonably active in statewide, regional, and professional organizations that will contribute to Hurst's professional development and standing and that will contribute to the advancement of the District's interests and standing. Toward that end, Hurst may, upon advance notice to the General Manager and subject to adequate budgeted funds, undertake such activities as are directly related to Hurst's professional development and that advance the interests and standing of the District. These activities may include, without limitation, participation in the California Police Chiefs Association, or other similar statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect his employment as Chief or the performance of his duties. District agrees to pay directly or reimburse, as provided in Section 2.2 [Reimbursement], Hurst's reasonable and necessary travel, business and subsistence expenses for the activities described in this section.

1.5 Other Activity. In accordance with Government Code section 1126, during the period of Hurst's employment, Hurst may not accept, without the express prior written consent of the General Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.4 [Professional Activity]), whether or not to pecuniary advantage, that is or may be competitive with the District, that might cause a conflict-of-interest with the District, or that otherwise might interfere with the business or operation of the District or the satisfactory performance of Hurst's duties as Chief.

1.6 Period of Agreement. Subject to Section 3 [Termination], this Agreement will have an initial term of two years from the Effective Date. Upon the Effective Date, Hurst shall be the District's Chief of Police and shall assume all duties and responsibilities required by this Agreement and shall be entitled to all benefits contained herein. Hurst acknowledges and agrees that if this Agreement is not extended or renewed at the end of the two-year term, then he will have no right to receive any Severance Payment under Section 3.2.

2. Compensation; Reimbursement; and Benefits.

2.1 Base Salary. Hurst will receive an annual base salary in the amount of \$164,160 (\$6,313.85 bi-weekly). The base salary will be paid according to the payroll schedule adopted by the Board of Directors. Hurst's base salary will be reviewed

annually by the Board of Directors and the General Manager and may be increased in conjunction with the performance evaluation process. The base salary amount may not be decreased except by the mutual written agreement of the parties.

2.2 Reimbursement. District will pay directly or reimburse Hurst for reasonable and necessary travel, subsistence and other business expenses incurred by Hurst in the performance of Hurst's duties. All reimbursements are subject to California law and the District's adopted employee reimbursement policies.

2.3 Benefits.

Hurst will receive all the benefits that are set forth in the Personnel Policies or adopted by the Board of Directors in the Management Benefits Summary (Exhibit B). The Parties acknowledge and agree that the benefits set forth in the Personnel Policies and this Agreement are subject to change and may be reduced or revised at the discretion of the Board of Directors and that any such future reduction or revision to the benefits will not be considered an adverse employment action or a breach of this Agreement by District provided that it is done in accordance with applicable law.

2.3.1 Health, Dental, Vision, and Life Insurance. District agrees that during the period of his employment Hurst and Hurst's eligible dependents will be eligible to receive the District's health, dental, vision, life and other group insurance offered to the District's exempt employees. A list of such current group insurance and the District's level of contribution towards such insurance is attached as Exhibit B to this Agreement. Hurst may, at his discretion, receive the cash payment that the District would otherwise make in-lieu of any of the group insurance benefits per the District Personnel Policies.

2.3.2 Holidays. Paid holidays will be in accordance with the Management Benefit Summary (Exhibit B) and Personnel Policies and are subject to change.

2.3.3 Leave. Hurst is entitled to and will accrue leave in accordance with District's current leave policies and practices for exempt employees as set forth in the Management Benefit Summary (Exhibit B) and Personnel Policies. The parties acknowledge and agree that the District's leave policies for exempt employees are subject to change and may be reduced or revised at the discretion of the Board of Directors and that any such future reduction or revision to the District's leave policies, provided that it is done in accordance with applicable law, will not be considered an adverse employment action or a breach of this Agreement by District.

Upon termination of employment, accrued and unused Vacation leave will be paid to Hurst based upon the hourly rate of the base salary. The hourly rate will be calculated by dividing the then current annual base salary by 2080 hours.

2.3.4 Retirement Plan. Hurst will be entitled to participate in the District's retirement plan, which is currently with the State of California's Public Employees Retirement System ("CalPERS"). District will pay all applicable employer contributions

required for Hurst; provided, however, that Hurst acknowledges and agrees that he must make such contributions to the retirement plan as may be required by CalPERS or any subsequent plan provider for eligible employees.

2.3.5 Deferred Compensation Plan. District agrees to pay an amount equal to 50% of the IRS specified maximum annual limit on behalf of Hurst into the District's CalPERS 457 Deferred Compensation Plan. The contributions will be made at the beginning of each quarter of the calendar year and will be deemed earned for that quarter upon payment.

2.3.6 Vehicle. District agrees to provide Hurst with an emergency-equipped District vehicle to be used in connection with the performance of his duties. Hurst agrees that he will operate the District vehicle in a safe manner, use due care and caution in its operation and otherwise in observance of all traffic laws and ordinances and will maintain a valid California automobile driver license during the period of employment under this Agreement. The terms and conditions of Hurst's use of the District vehicle will be subject to the applicable District Personnel Policies. Hurst will be reimbursed for actual mileage incurred for use of his personal vehicle to perform his employment duties at the applicable IRS mileage rate.

2.3.7 Technology. Hurst will be provided with use of a District laptop computer and various software and will receive a District-issued cellular phone with the cost of service for business use covered by District.

2.3.8 Uniform. District will be reimbursed for the reasonable costs of his uniforms subject to review and approval by the General Manager.

3. At-Will Employment; Termination.

3.1 At-Will Employment. Hurst acknowledges that he is an at-will employee of District who will serve at the pleasure of the General Manager during the period of service under this Agreement and that his employment may be terminated at any time for any or no reason with or without cause as provided in this Section. With respect to the manner in which Hurst's employment with the District may be terminated, the terms of the District's personnel rules, policies, procedures, ordinances, resolutions, memorandums of understanding, or collective bargaining agreements (collectively "Personnel Policies"), do not apply to Hurst's term of employment, and nothing in this Agreement is intended to, or does, confer upon Hurst 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 of Directors to terminate his employment, except as is expressly provided in Section 3. Nothing contained in this Agreement will in any way prevent, limit or otherwise interfere with the right of the District to terminate the services of Hurst as provided in Section 3. And nothing in this Agreement will prevent, limit or otherwise interfere with the right of Hurst to resign at any time from this position with District, subject only to the provisions set forth in Section 3. The parties further acknowledge and agree that Hurst is not subject to a probationary period.

This provision is not intended to limit, in any way, any right that Hurst has under the Public Safety Officers Procedural Bill of Rights Act, as set forth in California

Government Code sections 3300-3313 ("POBRA").

3.2 By District Not for Cause. District may terminate Hurst for any reason, and at any time, with or without cause, by: (1) providing Hurst with his then current base salary ("Severance Payment") for the applicable time period ("Severance Period"), less applicable deductions, plus applicable accrued vacation and leave provided in this Agreement together with any extension of benefits required under this Agreement. The parties acknowledge and agree that the Severance Period is six months; or (2) District providing Hurst at least 120-day advance written notice of the intent to terminate. If the District provides Hurst at least 120-day notice of intent to terminate, Hurst shall be entitled to no Severance Payment. As a condition to accepting Severance Payment, Hurst must agree to waive all claims against the District related to his employment or termination pursuant to a form prepared by District counsel. Given the at-will status of the Chief position, the parties agree that if Hurst's service and this Agreement are terminated under this Section 3.2 or Section 3.3, that the parties will meet and confer and use reasonable efforts to prepare a joint press release regarding Hurst's separation that is mutually acceptable.

3.3 By Employee Not for Cause. Hurst may terminate his employment for any reason, and at any time, with or without cause, by providing District with at least 60 calendar days' advance written notice. District will have the option, in its complete discretion, to make Hurst's termination effective at any time prior to the end of such period, provided District pays Hurst all compensation due and owing through the last day worked, plus an amount equal to the base salary, group insurance and benefits Hurst would have earned through the balance of the above notice period. If Hurst exercises this option to terminate this Agreement, Hurst acknowledges and agrees that he is not entitled to receive any severance payment, although the Board may in its sole discretion elect to provide some form of severance compensation.

3.4 By District for Cause. District may immediately terminate this Agreement at any time by providing Hurst written notice of cause for termination and the facts constituting cause. For purposes of this Agreement, cause for termination will include, but will not be limited to the following: conviction of a felony, conviction of a misdemeanor involving moral turpitude, or the entry of a plea of nolo contendere or a plea bargain to either such offense; material dishonesty; willful or persistent material breach of duties; engaging in unlawful discrimination or harassment of employees or any third party while on District premises, time, or participating in any activity or performing any services under this Agreement; significant unauthorized absences under applicable District Personnel Policies and this Agreement; continued breach of this Agreement after receipt of written notification regarding such breach; unauthorized disclosure of confidential information relating to the District; failure to make reasonable improvements with respect to goals or other performance items mutually agreed upon by Hurst and the General Manager as specified in written performance evaluations; or a serious violation of any of the other examples of misconduct included in District's Personnel Policies.

Within five days of receipt of written notice under Section 3.4, Hurst may submit a request in writing to the General Manager for an administrative appeal. The

General Manager will then appoint an independent hearing officer to conduct an administrative hearing. Both Hurst and District and their respective representatives, if any, will make reasonable efforts to set a hearing date within 30 days from the General Manager's receipt of Hurst's request.

At the hearing, the independent hearing officer will be presented with both the information and documents upon which the District based its decision to terminate as well as any information and documentation Hurst chooses to submit to challenge District's information and documents or to raise mitigating circumstances for consideration by the independent hearing officer. Neither party will have the opportunity to cross-examine witnesses.

Within five days, the independent hearing officer will make an advisory recommendation in writing to the General Manager. Following the General Manager's review, Hurst will be notified in writing as to whether his termination will be modified, rescinded, or remain in effect.

If the termination remains in effect following administrative appeal, or if Hurst does not exercise his right to administrative appeal, no further salary will be paid, and no additional leave will be accrued beyond the effective date of the termination. However, Hurst will receive payment for his accrued and unused vacation, administrative leave, and paid personal leave as provided for in this Agreement together with any extension of benefits required under California and federal law.

If Hurst is convicted of a crime involving abuse of his position, as defined in Government Code section 53243.4, the following restrictions will apply: (i) any paid leave given to Hurst pending investigation will be fully reimbursed to District, (ii) any funds expended by District for legal criminal defense of Hurst will be fully reimbursed to District, (iii) any cash settlement paid to Hurst will be reimbursed. Upon conviction of a covered felony under California Government Code sections 7522.72 or 7522.74, Hurst may forfeit the benefits in accordance with those sections.

3.5 Upon Death. This Agreement will immediately terminate upon the death of Hurst and all accrued salary, leave, compensation and other benefits will be paid to Hurst's estate or designated beneficiaries as required by applicable law.

3.6 Termination Obligations. Hurst agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer or other electronically-generated materials furnished to or prepared by Hurst incidental to Hurst's employment belongs to District and must be returned to District within 10 days of termination of Hurst's employment. Hurst's obligations under this section will survive the termination of Hurst's employment and this Agreement.

3.7 Benefits Upon Termination. All benefits to which Hurst is entitled under this Agreement will cease upon Hurst's termination in accordance with Section 3, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to Hurst, or unless otherwise required by law.

4. **Evaluation.**

In accordance with District Code section 2-5-3, the Board of Directors and General Manager will review and evaluate the performance of Hurst as Chief. The purpose of the review will be to provide Hurst with feedback on his performance, desired areas of improvement, and progress in meeting, achieving, or exceeding Board of Directors' and General Manager's defined goals, objectives, priorities, activities, and programs. Periodically, Hurst will meet with the General Manager to establish goals for the following year. Failure by the Board of Directors or General Manager to provide a timely or any performance evaluation will not limit District's ability to terminate this Agreement pursuant to Section 3 [Termination].

The Board of Directors and General Manager will conduct a closed session meeting with Hurst to discuss the performance evaluation. Hurst will have the right to make both written and oral responses to the performance evaluation before the full membership of the Board. The parties acknowledge and agree that Hurst's written performance evaluation is considered a personnel matter and is not subject to public disclosure except as expressly provided by law.

5. **Proprietary And Confidential Information.**

"Proprietary Information" is all information and any idea pertaining in any manner to the business and operations of District, which was produced by any employee or contractor of District in the course of his or his employment or otherwise produced or acquired by or on behalf of District. Proprietary Information includes, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, strategies, budgets and other financial reports and forecasts, and personnel information. All Proprietary Information not generally known outside of District's organization or otherwise in the public domain, and all Proprietary Information so known only through improper means, will be deemed "Confidential Information." During employment by District, Hurst may use Proprietary Information, and may disclose Confidential Information, only for the benefit of District and as is or may be necessary to perform Hurst's job responsibilities under this Agreement. Following termination, Hurst may not disclose any Confidential Information, except with the express written consent of District, except as otherwise required or compelled by applicable law. Hurst's obligations under this Section 5 will survive the termination of Hurst's employment and the expiration of this Agreement.

6. **Conflict Of Interest.**

Hurst represents and warrants to District that Hurst presently has no interest, and represents that Hurst will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of Hurst's services under this Agreement. Hurst acknowledges and agrees that public employment, especially the position of Chief, carries with it great public trust and responsibility. Hurst agrees to perform his duties in accordance with the laws and rules governing public employment and will undertake those duties in a manner that avoids acts of an inappropriate or illegal nature and reasonably avoids those acts which may give rise to even the appearance of impropriety. In accordance with that goal, Hurst may

not directly engage in any business or transaction or have a financial or other interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgement or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. Hurst shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his District employment. The Chief is responsible for submitting to the Human Resources Director the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

7. General Provisions.

7.1 Notices. All notices, requests, demands and other communications under this Agreement must be in writing and will be effective upon personal delivery by hand or three business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to District at the address below, and to Hurst at the most recent address maintained in Hurst's personnel file.

District's Address:
Bear Valley Community Services District
28999 South Lower Valley Road
Tehachapi, CA 93561
ATTN: Board President

7.2 Indemnification. In accordance with and subject to California's Government Claims Act, the District shall defend and indemnify the Chief against and for all losses sustained by the Chief in direct consequences of the discharge of his duties on the District's behalf for the period of his employment. District shall defend, hold harmless and indemnify the Chief 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 his duties as the Chief. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon, as appropriate and determined by the Board of Directors.

In the event the Chief is sued for damages arising out of the performance of his duties, the District shall provide defense counsel for the Chief in such suit and indemnify his from any judgement rendered against his; provided that such indemnity shall not extend to any judgement for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Chief, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the District.

7.3 Bonding. The District will bear the full cost of any fidelity or other bonds required of the Chief under any law or ordinance.

7.4 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Hurst's employment by District. This Agreement

supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Hurst, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the District Code, ordinances, resolutions, practices, policies, or procedures of District, now or in the future, apply to Hurst and are inconsistent with the terms of this Agreement, the provisions of this Agreement will control.

7.5 Amendments. This Agreement may not be amended except in a written document signed by Hurst and approved by the Board of Directors at a regular meeting.

7.6 Waiver. Failure to exercise any right under this Agreement does not constitute a waiver of such right.

7.7 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement will remain in full force and effect.

7.8 Disputes; Attorneys' Fees. Any disputes arising under this Agreement must first be submitted to non-binding mediation with each party bearing its own costs and legal expenses. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement as a result of any unresolved dispute, the prevailing party will be entitled to recover reasonable attorneys' fees and costs. In the event either party to this Agreement believes that the other party has violated this Agreement, the party alleging breach shall notify the other party in writing at least 14 days prior to filing any legal action, arbitration or other proceeding relating thereto.

7.9 Governing Law; Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of California, with venue for any litigation proper only in Kern County, State of California.

7.10 Interpretation. This Agreement will be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.11 Successors. This Agreement is personal to Hurst and may not be transferred or assigned without the prior written consent of District, which it may withhold in its sole discretion. Subject to this restriction on transfer and assignment, this Agreement is binding upon, and will inure to the benefit of the successors, assigns, heirs, and legal representatives of the parties, including any successor public agency of the District.

7.12 Acknowledgement. Hurst acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that Hurst has read and understands this Agreement, that Hurst is fully aware of its legal effect, and that Hurst has entered into it freely and voluntarily and based on Hurst's own judgement and not on any representations or promises other than those contained in this Agreement.

7.13 Final Agreement. This Agreement will be executed in two identical originals, each of which will constitute one and the same instrument.

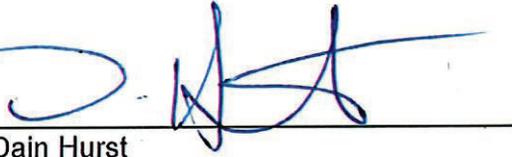
7.14 Public Record. The parties acknowledge that this Agreement is a public record as such term is defined under the California Public Records Act [commencing at Government Code section 7920 and following] and must be made available for inspection and copying to members of the public upon request in accordance with the provisions of the Act.

The Bear Valley Community Services District has caused this Agreement to be executed on its behalf by its President of the Board of Directors and duly attested by its Secretary of the Board of Directors, and Hurst has executed this Agreement on his behalf, each as of the Effective Date.

Bear Valley Community Services District Employee



Geva Frevert
President of the Board of Directors



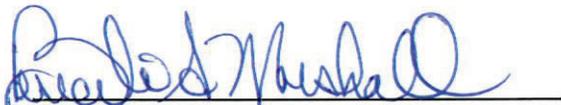
Dain Hurst

ATTEST:



Denise Jelleschitz, Secretary of the Board of Directors

APPROVED AS TO FORM:



Beverli A. Marshall
General Manager
6107564.1



Palmer Hilton
Interim District General Counsel