

## EMPLOYMENT AGREEMENT

This Agreement made and entered into the 17<sup>th</sup> day of November 2008, by and between the **Cambria Community Services District** (hereinafter referred to as "Employer") and **Mark P. Miller** (hereinafter referred to as "Employee"), who understand as follows:

### **WITNESSETH:**

**WHEREAS**, Employer desires to employ the services of Employee as Fire Chief; and

**WHEREAS**, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

**WHEREAS**, it is the desire of Employer to receive and retain the services of Employee and to provide for Employee to remain in such employment; to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; to act as a deterrent against malfeasance, misfeasance or substandard performance on Employee's part; and to provide for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties or when Employer may otherwise desire to terminate Employee's employ; and

**WHEREAS**, Employee desires to accept employment as Fire Chief.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### 1. DUTIES OF FIRE CHIEF

Employee agrees to perform the functions and duties of the position of Fire Chief, and any additional duties as may be assigned from time to time. A general description of the duties and responsibilities of the Fire Chief is attached and incorporated by reference.

### 2. TERM OF AGREEMENT

The agreement commences with an effective date of November 8, 2008, and shall remain in effect indefinitely until terminated as provided for in the following provisions:

- A. Nothing shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3.
- B. Nothing shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with Employer, subject only to the provisions set forth in Section 3.

### **3. TERMINATION AND SEVERANCE PAY**

- A. Employer may terminate this agreement without cause, for any reason or for no reason, on six (6) months' notice to Employee. If this agreement is terminated by Employer or by operation of law, Employee shall continue to work and receive Employee's salary and other compensation during the notice period. In the alternative and at its sole discretion, Employer may terminate Employee at any time during the notice period and in that event Employer agrees to pay Employee a lump sum cash payment equal to the remaining salary for the notice period, and pay Employee's COBRA benefits equal to the notice period; provided, however, Employer shall have no obligation to provide such notice, severance pay and benefits in the event Employee is terminated for good cause. For the purpose of this agreement, "good cause" shall include, but not necessarily be limited to, any of the following:
1. A material breach of the terms of this agreement;
  2. A failure to perform duties in a professional and responsible manner consistent with generally accepted standards of the profession;
  3. Conduct unbecoming the position of Fire Chief or likely to bring discredit or embarrassment to the CCSD.

"Good cause" shall not mean a mere loss of support or confidence by a majority of the Board of Directors of the CCSD.

- B. In the event Employee voluntarily resigns Employee's position with Employer, Employee shall give Employer 90 days' written notice in advance, unless the parties agree otherwise.

### **4. SALARY**

Employer agrees to pay Employee for Employee's services a monthly base salary in the amount of \$8,509 per month, or \$102,108 annually, payable in the same manner and at the same time as other employees of Employer are paid. Subsequent increases in salary may be considered annually at performance evaluation time.

### **5. OTHER COMPENSATION**

Employer agrees to provide Employee additional compensation and benefits as provided to other management employees of the CCSD. In addition, Employee shall receive the following benefits:

- A. Use of a CCSD vehicle or automobile allowance of \$350 per month for business travel within San Luis Obispo County. If using a personal automobile, Employee shall be reimbursed at the standard CCSD mileage rate for all business travel miles outside of San Luis Obispo County.
- B. Employer agrees to match Employee contributions to Employer sponsored supplemental retirement fund ("457 Plan") up to \$100 per payroll period.

- C. Employee shall accrue 10 days administrative leave per year.

## **6. PROFESSIONAL DEVELOPMENT**

As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, Employer may consider requests for funds for certain items, activities and materials deemed necessary and desirable for Employee's continued professional development, participation, growth and advancement. Those items, activities and materials may include:

- A. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
- B. Travel and subsistence expenses for professional meetings and similar functions (e.g. conferences, workshops, seminars, meetings, etc.) to foster professional development or represent the CCSD;
- C. Other items, activities and materials as may be agreed upon from time to time between Employee and Employer.

Expenditures for items within this section shall be within the CCSD's budgeted amounts for the appropriate category.

## **7. PERFORMANCE REVIEW**

Employee shall receive a performance review one year from Employee's hire date as Fire Chief, and annually thereafter. As part of the annual performance review, the General Manager may consider adjustment in compensation within the position's salary range.

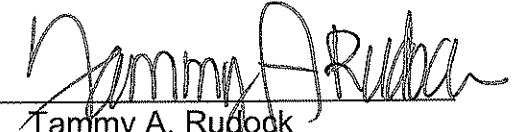
## **8. GENERAL PROVISIONS**


The text herein shall constitute the entire agreement between the parties. Any amendments must be in writing and executed by both parties. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

If any provision, or any portion thereof, contained herein is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. The laws of the State of California shall govern this agreement.

**IN WITNESS WHEREOF**, Employer and Employee have signed and executed this agreement, both in duplicate, the day and year first above written.

Employee:   
Mark P. Miller  
Fire Chief

Employer:   
Tammy A. Rudock  
General Manager

  
Joan Cobin  
CCSD Board President

## CAMBRIA COMMUNITY SERVICES DISTRICT

### FIRE CHIEF

#### DEFINITION:

Under direction by the General Manager plans, organizes and directs the activities of the fire department; and does related work as required.

#### ESSENTIAL DUTIES & RESPONSIBILITIES:

- ◆ Plans, organizes and directs full-time and "paid-call" volunteer employees in fire prevention, suppression and pre-suppression activities of the department
- ◆ Responsible for the implementation of an inspection program for all Districts businesses and school facilities to be carried out on an annual basis
- ◆ Manages the enforcement of fire ordinances, laws and codes and assists in the prosecution of violators
- ◆ Directs the orientation and training activities of the department
- ◆ Conduct employee performance review and evaluations
- ◆ Makes investigations and surveys
- ◆ Supervises the operation of a "medical" team
- ◆ Prepares emergency and disaster plans
- ◆ Develops and supervises fire prevention programs
- ◆ Prepares and administers department budgets
- ◆ Assures maintenance of applicable records and performs clerical duties as necessary
- ◆ Supervises and performs maintenance, housekeeping, and proper operation of fire fighting equipment and the fire station
- ◆ Coordinates activities that provide aid to state and local agencies and groups
- ◆ Supervises annual weed abatement activities
- ◆ Responds to emergencies
- ◆ Represents the department at official and public meetings
- ◆ Performs firefighting tasks as necessary

## OTHER DUTIES AND RESPONSIBILITIES

- ◆ This is a management position requiring weekend, holidays and standby duty as required to discharge the operations of the Department.

## KNOWLEDGE/SKILLS/ABILITIES:

- ◆ Knowledge of fire and public safety administration, including personnel, budget, equipment, records, and communications management
- ◆ Knowledge of methods, tools, and equipment of modern fire prevention and suppression (with emphasis upon structural fires), public safety, and first aid
- ◆ Knowledge of maintenance and operation of fire-fighting and rescue equipment
- ◆ Knowledge of rules and regulations pertaining to fire prevention, fire suppression, inspection and arson investigation (including Title 19 Codes) and fire safety (including regulations of the State Fire Marshall).
- ◆ Ability to plan, organize, direct and train a fire department in fire prevention, fire suppression, pre-suppression and rescue work
- ◆ Ability to prepare and administer budgets
- ◆ develop and maintain efficient records
- ◆ establish and maintain effective working relationships with the public, peers, subordinates, and other local, county, and state officials and agencies
- ◆ analyze situations accurately and adopt effective courses of action, prepare and present reports both orally and in writing.

## REQUIRED QUALIFICATIONS:

### EDUCATION/TRAINING

Education equivalent to graduation from high school and seven years of general firefighting experience, including three years at the supervisory level, or five years full-time firefighting experience and a relevant degree from an accredited college or university, including three years at the supervisory level, or any equivalent combination of education and experience.

### LICENSES/CERTIFICATIONS

Possession of a current Class "B" California Driver's License. Must maintain satisfactory DMV record and ability to maintain insurability.; Advanced First Aid & CPR Cards, Emergency Medical Technician I (EMT1); and State Certified Firefighter Certificate.