

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into the 20th day of October, 2022, by and between the **Cambria Community Services District** (hereinafter referred to as "**Employer**" or "**CCSD**") and **Dr. Justin Vincent** (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 employment; 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 hereto and incorporated herein by reference. Unless otherwise agreed to by the General Manager, Employee shall provide his services based upon a nine (9) day/eighty (80) hour work schedule.

2. TERM OF AGREEMENT

The Agreement commences with an effective date of _____, 2022 and shall remain in effect until December 31, 2027.

- 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 4.
- 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 4.

3. DEVOTION TO DISTRICT BUSINESS AND HOURS OF WORK

The Fire Chief position is considered a full-time position. Therefore, Employee shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the Fire Chief duties, without written prior approval by the General Manager and notification to the Board of Directors. As a full-time position, Employee's work schedule shall generally be consistent with the normal business hours adopted by the CCSD and those necessary to fulfill the obligations of Fire Chief, including being available to attend all necessary meetings during evenings and weekends. In recognition of the amount of work time required outside of regular business hours, it is agreed the Fire Chief does not have a fixed schedule and Employee will have the discretion to work as needed to accomplish the duties and responsibilities assigned to the Fire Chief. It is also understood and agreed that Employee is authorized to teach an existing and ongoing online course (insert name of course). -If the method of class delivery changes which and it would affect the defined work schedule, authorization will be reviewed by the General Manager, and as necessary, with the Board Executive Committee President and Vice President.

4. 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 remainder of the notice period. For any reason, or no reason, Employer may terminate this agreement without cause. If termination notice is given within first 12 months employment, the notice period is three months. Employee shall continue to work and receive Employee's salary and other compensation during the notice period. If notice to terminate occurs any time after that, the notice period is then extended to 6 months with the same conditions to receive salary and other compensation. 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 remainder of 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

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standards of the profession; and

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 the General Manager.

- B. In the event Employee voluntarily resigns Employee’s position with Employer, Employee shall give Employer thirty (30) days’ advance written notice, ~~unless the parties agree otherwise.~~

~~4.~~

5. SALARY

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Employer agrees to pay Employee for Employee’s services as Fire Chief the amount of \$151,463 per year, which is Step E for the position of Fire Chief, as set forth in the Annual Salary Schedule for Cambria Exempt Employees. Employee’s compensation shall be payable in the same manner and at the same time as other employees of Employer are paid. Employer agrees to a 5% salary increase effective on July 1, 202~~4~~³ ~~and July 1, 2024, respectively.~~ Subsequent increases in salary may be considered annually at performance evaluation time and as otherwise approved by the CCSD Board of Directors.

~~5.~~

6. OTHER COMPENSATION

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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. Employer agrees to match Employee contributions to Employer-sponsored supplemental retirement fund (“457 Plan”) up to \$100 per payroll period.
- B. Employee shall be eligible to participate in the Employer-sponsored supplemental retirement fund (“401A Plan”) with no employer contribution.
- C. Employee shall accrue ~~4~~⁸0 hours of administrative leave ~~per for the first year of employment, increasing to 80 hours of administrative leave per year thereafter.~~
- D. Employer shall provide up to \$8,500 reimbursement for relocation ~~and temporary housing.~~
- E. Employee shall accrue ~~1~~⁰5 days of vacation leave ~~for the first per year of employment, increasing to 12.5 days of vacation for the second year of employment, culminating in a total of 15 days of vacation leave the third year of employment. At all times, vacation days, which~~ shall be subject to the two

(2) year cap on accrual of leave time in accordance with the CCSD's Payment and Compensation Plan.

- F. Employer shall provide Employee with a vehicle for business related use. The Fire Chief's response vehicle shall be equipped with the necessary equipment to facilitate emergency response, and command and control communications. The vehicle may be used by Employee for normal business activities, travel to and from work, call outs and inspections, attendance at professional meetings, training programs, seminars, conferences, and for attendance at community and regional meetings, events and any functions related to Employee's official capacity.
- G. Employee shall be provided with a cell phone or stipend, paid for by Employer.
- H. Employer will provide an initial purchase of uniforms to include three pants, two long sleeve shirts, two short sleeve shirts, four uniform t-shirts, belt, pair of station boots, department jacket, and a Class A Dress uniform and cap to represent the CCSD and Fire Department at official and formal meetings, events, and trainings. Employee shall receive \$1,000 annually in subsequent years as a uniform and boot allowance.

~~6.~~

7. REQUIRED LICENSES AND CERTIFICATIONS

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Employer agrees to pay \$225 annually, or up to \$550 biennially, for the costs associated with required DMV physicals related to the DMV Firefighter Endorsement, and for EMT reaccreditation. It is understood by the parties that Employee plans on maintaining his EMT accreditation; however, Employee will not receive EMT "specialty compensation" or assignment pay in his capacity as Fire Chief.

~~7.~~

8. PROFESSIONAL DEVELOPMENT

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Employee shall be entitled to the following for costs associated with activities and materials deemed necessary and desirable for Employee's continued professional development, education, participation, growth and advancement:

- A. \$600 annually for professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations, including, but not limited to, the International Association of Fire Chiefs, California Fire Prevention Officers, and CalChiefs;
- B. \$3,500 annually for 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.

~~8.~~ **9. PERFORMANCE REVIEWS**

Employee shall receive an annual performance review on or around six months after the anniversary date of this Agreement, and annually thereafter.

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~~9.~~ **10. 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 executed this Agreement, both in duplicate, the day and year first above written.

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Employee:

Employer:

Dr. Justin Vincent
Fire Chief

John F. Weigold, IV
General Manager

Donn Howell
Board President



**CAMBRIA COMMUNITY SERVICES DISTRICT
POSITION SPECIFICATION**

Position	Fire Chief
Organization	Cambria Community Services District
Location	Cambria, California
Reports to	General Manager
Website	www.cambriacsd.org

ABOUT THE DISTRICT

The Cambria Community Services District, formerly named the Cambria Water District, which was formed in 1967. Cambria Water District provided sewer services to the community. In 1976, the Cambria Community Services District (CCSD) was formed. This facilitated the expansion of CCSD services to include water, wastewater, fire protection, lighting, refuse, and Parks, Recreation, and Open Space. The CCSD is governed by a five-member board of directors elected by Cambria voters for four-year overlapping terms.

A special district is a very basic form of local government, special to the state of California. There are approximately 3,400 independent special districts in California. When residents or landowners want new services or higher levels of existing services, they can form a special district to pay for and administer them.

The CCSD is primarily funded by utility fees augmented by a small amount of property tax revenue. Today, there are three independent special districts in Cambria: The Cambria Community Services District, Cambria Healthcare District, and Cambria Cemetery District.

ABOUT CAMBRIA

The town of Cambria, California is located halfway between San Francisco and Los Angeles on the Central Coast of California, approximately four miles south of Hearst Castle and fifteen miles north of Morro Bay. Cambria is considered one of the most desirable places to live in California. Within thirty minutes of San Luis Obispo and Paso Robles, Cambria offers a quality of life that provides unlimited outdoor amenities, rugged coastlines, rolling hills, clean air and a Mediterranean climate. Cambria offers excellent schools and a work environment that fosters teamwork, collaborative thinking and a sense of community.

DEFINITION

Under direction of the General Manager, the Fire Chief shall be responsible for the administration, operations, and functions of all the activities of the fire department, personnel, equipment, properties and assets and liabilities both from an operational and managerial standpoint. This will involve a total program for the protection and preservation of life and property. The position requires broad knowledge and a thorough understanding of modern fire administration, personnel management, fire prevention, fire training, fire suppression, and concepts and methods necessary

Exhibit A to Resolution 68-2022

to facilitate the determination of varied work, challenges and problems. The Fire Chief must be capable of working independently in supervising all technical and general operations seeing that desired work results are achieved. In addition to administrative responsibilities, the Fire Chief is expected to direct and supervise fire-fighting resources at the scene of emergencies and actively participate in fire control operations as needed.

This is a Management-Exempt Contract Position.

ESSENTIAL DUTIES & RESPONSIBILITIES

Include, but not limited to the following:

- Accepts full responsibility for all Fire Department activities, operations and services including the areas of fire prevention, fire suppression, training, inspections, investigations, hazardous materials, disaster preparedness, emergency medical aid, rescue, and code enforcement.
- Develops, implements, and maintains Fire Department goals, objectives, policies, and priorities for appropriate services; ensures that established goals and priorities are achieved; develops a strategy and work plan for the successful achievement of program and project goals.
- Plans, directs, and coordinates the Fire Department work plan through direct supervision of officers and appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues. Analyzes operational and service demands, and devises plans to satisfy needs. Informs the General Manager of safety services issues and of department activities.
- Administers prevention programs within the District including weed abatement, plan checks and inspections. Works closely with cooperating agencies and various fire safety advisory groups to reduce fire hazards in the District through monitoring and updating the District Strategic Plan.
- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating guidelines to enhance services based on new technology or changes in the law. Oversees the selection, training and evaluation programs for Fire personnel; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline.
- Acts as District's Fire Marshal.
- Monitors all Department personnel performance, conducts employee performance evaluations, recognizes positive and negative performance, and takes appropriate actions.
- Makes or oversees periodic personnel inspections and general inspections of vehicles, apparatus and facilities.
- Serves as Emergency Operations Manager for the District and manages in all phases of Disaster Preparedness programs including the preparation and execution of emergency response plans for other District departments and the community.
- Cultivates good community relations by appearing before civic, fraternal and other community groups.

Exhibit A to Resolution 68-2022

- Prepares and administers the Fire Department's budget; monitors, reviews and approves expenditures; advises appropriate department personnel on budget matters; makes adjustments to the budget as is necessary.
- Advises the General Manager on service needs.
- Attends and participates in organizational, professional, and community meetings as necessary.
- Implements and oversees hazardous materials programs.
- Oversees the coordination, monitoring and updating of mutual and automatic aid programs.
- Takes personal command of firefighting activities at major fires and other emergency situations as necessary.
- Stays current on issues relative to the full ranges of departmental services.
- Responds to and resolves sensitive and complex community and organizational inquiries and complaints.
- Represents the Fire Department and coordinates activities with other departments, divisions and local, regional and state organizations.

OTHER DUTIES & RESPONSIBILITIES

This is a management position which will require working outside of normal hours such as, weekends, holidays, and standby duty as required to discharge the duties of the position and operations of the Department.

KNOWLEDGE/SKILLS/ABILITIES

Knowledge of:

- Techniques of operating principles and practices used in urban and suburban fire suppression, prevention, investigation, communications, training, emergency medical services, labor relations, disaster preparedness and hazardous materials; emergency medical vehicles, apparatus, tools, equipment, devices, facilities and their proper utilization and maintenance requirements; principles and practices of budget administration; methods and techniques of supervision, training and motivation; applicable federal, state, and local laws, codes and regulations; occupational hazards and standard safety practices; GIS and its application to the Fire Department; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; proper English, spelling and grammar.

Skill to:

- Operate a computer and use applicable software, i.e. Word, Excel, Publisher
- Operate two-way radio and other communications equipment.

Ability to:

- Plan, organize, implement, direct and evaluate department operations and the work of subordinate staff; make sound decisions and direct operations at the scene of all incidents; manage a comprehensive fire prevention and investigation program; select and supervise subordinate staff; manage and oversee the operations and activities of the department; supervise and direct the operations and activities of the department; courteously respond

Exhibit A to Resolution 68-2022

to community issues, concerns and needs; analyze a complex issue and develop and implement an appropriate response; prepare clear and concise administrative and financial reports; prepare and administer a municipal budget; analyze and evaluate new and existing methods and standard operating procedures; make adjustments to standard operating procedures as is appropriate; apply applicable laws, codes and regulations; work independently; communicate effectively, both orally and in writing; understand and follow instructions; establish and maintain effective working relationships.

EXPERIENCE & EDUCATION

The ideal candidate will have a well-rounded career that includes experience in fire prevention, training, wildland interface, operations, EMS and marine safety.

- Candidates must possess a minimum of 10 years of increasingly responsible experience, including at least three years at a supervisory level, and two years with a focus on Fire Prevention.
- A Bachelor's Degree from an accredited college or university with a major in fire science, administration, emergency management, or closely related field is highly preferred.

LICENSES & CERTIFICATIONS

- Possession of the California State Chief Officer Certification is required
- A California State Plans Examiner Certification is highly desirable
- A California State Fire Marshal Certification is highly desirable
- Possession of a current Class "B" California Driver's License, or Class "C" with "F" endorsement (must maintain satisfactory DMV record and ability to maintain insurability) is required
- Emergency Medical Technician I (EMT1), and Healthcare Provider CPR and Hazardous Materials Incident Commander are required