

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into the 27th day of May, 2016, by and between the **Cambria Community Services District** (hereinafter referred to as "**Employer**") and **William S. Hollingsworth** (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 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 May 27, 2016, and shall remain in effect until May 26, 2018.

- 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.

Exhibit A to Resolution 22-2016

- 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 three (3) months' notice to Employee. On the anniversary date of this Agreement, and upon receiving a satisfactory evaluation from the General Manager, the notice period shall be increased by one (1) additional month each year, until it reaches a maximum of six (6) months. 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; 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 sixty (60) days' advance written notice, unless the parties agree otherwise.

4. SALARY

Employer agrees to pay Employee for Employee's services as Fire Chief the amount of \$124,908 per year, which is Step D 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. Subsequent increases in salary may be considered annually at

performance evaluation time and as otherwise approved by the CCSD Board of Directors.

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. Employer agrees to match Employee contributions to Employer-sponsored supplemental retirement fund ("457 Plan") up to \$100 per payroll period.
- B. Employee shall accrue 40 hours of administrative leave per year.
- C. Employer shall provide the 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.
- D. Employee shall be provided with a cell phone, paid for by Employer.
- E. Employee shall receive \$1,000 annually as a uniform and boot allowance.

6. REQUIRED LICENSES AND CERTIFICATIONS

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 Paramedic reaccreditation. It is understood by the parties that Employee plans on maintaining his Paramedic accreditation; however, Employee will not receive Paramedic "specialty compensation" or assignment pay in his capacity as Fire Chief.

7. PROFESSIONAL DEVELOPMENT

Employee shall be entitled to the following for costs associated with activities and materials deemed necessary and desirable for Employee's continued professional development, 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;

Exhibit A to Resolution 22-2016

- 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. PERFORMANCE REVIEWS

During the first six (6) month period of this Agreement, Employee will be subject to review of his performance by the General Manager. If at any time during that initial six (6) month period the General Manager determines that Employee's performance is not satisfactory, or if during that period Employee determines that he desires to return to his previous position as Captain/Paramedic, he shall be permitted to return to his prior position with no loss of tenure, rank or other benefits. This provision shall not apply if Employee is terminated for good cause.

After the initial six (6) month period, Employee shall receive an annual performance review on or around the anniversary of this Agreement.

9. 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:

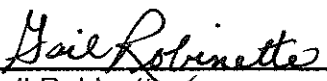


William S. Hollingsworth
Fire Chief

Employer:



Jerome D. Gruber
General Manager



Gail Robinette
Board President

CAMBRIA COMMUNITY SERVICES DISTRICT

FIRE CHIEF

This is a Management-Exempt Contract Position

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 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.

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 5-Year Fire Protection Master 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.

Exhibit A to Resolution 22-2016

- 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.
- 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 to other departments, divisions and organizations; coordinates departmental activities with other departments and organizations.

OTHER DUTIES AND RESPONSIBILITIES

This is a management position which may require working outside of normal hours such as, weekend's, holidays, and standby duty as required to discharge the 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.

Exhibit A to Resolution 22-2016

Skill to:

- operate a computer and use applicable software, i.e. Windows Excel;
- 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 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.

REQUIRED QUALIFICATIONS

Education/Training

Education equivalent to graduation from high school and seven years of general firefighting and fire marshal 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; and Emergency Medical Technician I (EMT1) and State Certified Firefighter Certificates.