



July 23, 2019

## IDYLLWILD FIRE PROTECTION DISTRICT

### EMPLOYMENT CONTRACT

Fire Chief MARK LAMONT

DATED JULY 23, 2019

This Employment Contract (herein "Contract") is made and entered into by and between the IDYLLWILD FIRE PROTECTION DISTRICT (hereafter the "District" or "IFPD") and Mark LaMont (hereafter "Chief").

#### RECITALS

**WHEREAS**, the District's Board of Commissioners wishes to engage the services of Chief as the District's Fire Chief;

**WHEREAS**, Chief represents that he has read and understands the duties set forth in the Contract;

**NOW THEREFORE** in consideration of the above recitals and mutual covenants herein contained, the parties hereto agree as follows;

#### 1. DUTIES

Under the direction of the IFPD Board of Commissioners, plans, directs, manages and oversees the activities and operations of the Fire Department including fire prevention, suppression, investigation, inspection, emergency medical services, public education and other related District duties as assigned; coordinates assigned activities with other Departments and outside agencies and provides highly responsible and complex administrative support to the Fire Board of Commissioners. The Chief shall maintain his paramedic certification during this contract.

#### 2. HOURS

##### On Duty;

Chief is an FLSA-Exempt employee who shall work no less than an average of forty (40) hours per week during each pay period. The Chief shall be responsible for completing and submitting monthly documentation to the Board President when time-off is used, denoting vacation, sick leave, paid holidays and educational flextime.

##### Off Duty;

During hours of the day and on days of the month (other than vacation or sick leave), when Chief is not actively performing his duties, he shall be on-call and readily reachable in the event of an emergency requiring his active direction and/or participation. This requirement may be suspended for a limited time with permission of the IFPD Board President.

#### 3. COMPENSATION

The IDYLLWILD FIRE PROTECTION DISTRICT will compensate the Chief as follows;

- A. Base salary will be \$114,480.00 annually, payable monthly in the amount of \$9,540.00 commencing on July 1, 2019.
- B. Dependent on a "satisfactory" or better annual performance evaluation, the annual base salary of the agreement may be adjusted annually on July first.

- C. All mutual aid and other like assignments will be paid Portal to Portal from time of commitment to time back in District at the base rate of \$55.46 / hour. Standard overtime rates apply when committed to these assignments. Prior to leaving on any assignment, Chief will notify the Board President or his/her designee and advise of the coverage plan for Chief's absence.

#### **4. BENEFITS**

##### **A. VACATION**

The Chief earns thirty (30) days (240 hours) of vacation annually. Vacation accrual will be at the rate of (7.5) days quarterly at 2.5 days per month. At the end of each year of employment all hours accumulated in excess of (30) days (240 hours) shall be paid for by the District at the Chief's regular rate of pay. Vacation dates are subject to approval by the IFPD Board President.

##### **B. SICK LEAVE**

The Chief earns eighteen (18) days of sick leave annually beginning with the effective date of this agreement. Sick leave accrual will be at the rate of (4.5) days quarterly and 1.5 days monthly. There is no limit to the amount of sick leave accumulated during the Chief's period of employment. Upon separation from the district Chief may elect to receive fifty percent (50%) reimbursement for unused sick leave time up to a maximum of (60) days or 480 hours at the rate of pay at time of separation and apply the remaining sick leave time to Cal Pers per Cal Pers rules regarding the same, or, The Chief may elect to apply the entire remaining sick leave time to Cal Pers per Cal Pers rules regarding the same.

##### **C. HOLIDAYS**

The Chief is entitled to holiday time off in lieu of pay on the following dates: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas Day. Should the Chief be encumbered by District duties for any portion of a holiday the Chief may reschedule the equivalent (equal) time off for hours worked.

##### **D. EDUCATIONAL FLEXTIME LEAVE**

Upon prior approval from the IFPD Board President, the Chief may take time off equal to time spent in Board approved educational courses when such time spent in the approved education courses are outside the Chief's regular work hours. The flextime must be approved by the Board President prior to accrual and every effort should be made to use the flextime in the same month as the education course occurred. Education flextime is in addition to the Chief's vacation, time and holidays and will be documented.

##### **E. BEREAVEMENT LEAVE:**

Bereavement leave is an absence occasioned by the death of a member of the immediate family of the employee. Thirty-two (32) hours may be used in the event of the death of an immediate family member, herein defined as a father, mother, husband, wife, children, sister, brother or registered domestic partner of the employee. The Chief may not use bereavement leave more than twice per calendar year. Requests for bereavement leave shall be made in writing. In the event the emergency required the presence of the employee, and he/she could not prospectively make a request, subsequent approval must still be obtained in writing.

##### **F. HEALTH INSURANCE**

The Chief shall receive the current benefit of \$1,250.00/mo. for health plan coverage. If the Chief has alternative medical insurance coverage, he can receive this amount in cash. Dependent on a satisfactory or better annual performance evaluation, the annual maximum may be adjusted annually on July 1<sup>st</sup>.

##### **G. LIFE INSURANCE**

The Chief shall receive the current maximum benefit of \$650.00 annually (\$54.16/mo). Dependent on a satisfactory or better annual performance evaluation, the annual maximum may be adjusted annually on July 1<sup>st</sup>.

#### **H. UNIFORMS**

The Chief shall be part of the Quartermaster system, uniforms will be purchased for the Chief by the IFPD from time to time on an "as needed" basis. The Chief will make every effort to protect, safeguard and utilize said uniforms as to ensure the utmost of efficiency.

#### **I. USE OF IFPD VEHICLE**

The District shall provide the Chief with a vehicle equipped with any necessary communication(s) and other pertinent required equipment as recommended by the Chief and approved by the IFPD Board of Commissioners. All operating, maintenance and insurance costs for the vehicle shall be paid by the District. This vehicle is for official use only. In the event the Chief is requested by the Board of Commissioners to use his private vehicle for approved District business, mileage shall be paid per District policy. The reimbursement includes the cost of fuel, all operating, maintenance and insurance costs.

#### **5. EVALUATIONS**

The Chief shall be evaluated within 6 months of the date of this Contract and then on an annual basis by the IFPD Board of Commissioners as follows:

A. Evaluations will be accomplished in accordance with Board policy 2009 Performance Evaluation—Fire Chief, adopted by the IFPD Board of Commissioners October 28, 2013 and will be based on, but not limited to the following;

1. Ability to cooperate and work harmoniously with the Board of Commissioners, community citizens and leaders, peer organizations and neighboring towns and districts in the County;
2. Ability to effectively and efficiently communicate according to industry standards;
3. Good work habits as an example to employees;
4. Ability to effectively lead employees and volunteers;
5. Full and efficient utilization of all facilities and services;
6. Management skills necessary to maximize the fire and emergency medical services made available to the community;
7. Ability to work within the confines and limits of the budget and available resources;
8. Ability to achieve the mutually agreed upon annual goals and objectives;
9. Pursue continued education to maintain Fire Chief goals and objectives;
10. Obtain annual required certifications via Target Solutions in Sexual Harassment Prevention for Supervisors (AB 1825) Training, CA Local Agency Ethics Compliance Training (AB 1234), Anger, Violence and Conflict in the Workplace, General HIPAA Awareness, HIV/Aids Awareness, The Brown Act, Drug and Alcohol Free Workplace, Aerosol Transmissible Diseases, Blood Borne and Air Borne Pathogens.

B. The Fire Chief 's personnel file shall be current and maintained. His personnel file is to be available during the evaluation process for review and as requested by the IFPD Board of Commissioners with twenty-four (24) hours' notice.

C. Failure of the Board of Commissioners to evaluate the Chief shall not in any way modify the Board of Commissioners right to terminate, as provided herein, the employment of the Chief.

#### **6. DISCIPLINARY ACTION and/or TERMINATION**

Should the need for disciplinary action arise, the Chief shall be provided written notice with the reason(s) for said disciplinary action and the required corrective action(s) and timeframe(s). Should termination for disciplinary action occur the Chief has the right to appeal the decision to the IFPD Board of Commissioners or designee. The request must be filed in writing with the IFPD Board of Commissioners President within thirty (30) days of the date of the written notice of removal. If the Chief is removed from his position after a disciplinary action showing cause for termination, the Chief will not receive any severance pay.

## **7. TERMINATION OF CONTRACT**

It is expressly understood that the Chief serves at the will and pleasure of the IFPD Board of Commissioners and termination of this contract can occur with or without cause at the will of the IFPD Board of Commissioners upon a 5/0 vote to terminate (Following California Government Code 3254 (c). Notwithstanding the foregoing: During the first twelve (12) months of this contract, Chief may only be terminated for cause.

For purposes of this Agreement, "cause" shall be deemed to include:

- 1) Any material act of dishonesty committed against District by Employee;
- 2) The conviction of, or plea of guilty to any felony as defined by California law;
- 3) The violation of fiduciary duty or duty of loyalty to District;
- 4) The violation of Federal or State laws;
- 5) Conduct involving moral turpitude;
- 6) Misconduct to such an extent that, in the reasonable judgment of District, such misconduct substantially impairs Employee's ability to effectively perform his/her duties under this Agreement;
- 7) The willful and continued failure of Employee to substantially perform his material duties and responsibilities under this Agreement (other than as a result of incapacity due to injury or disability);
- 8) Violation of District rules or policies; or
- 9) Failure to follow the direction of a majority of the Board.

## **8. SEVERANCE**

If the contract with the Chief is terminated without cause he shall be paid six (6) months of base salary (in one lump sum). The Chief shall also be entitled to health insurance benefits (for the lesser of six (6) months or until Chief secures other employment) as severance contingent upon signing a mutually agreeable Settlement Agreement.

Pursuant to Government Code Section 53243 et seq., if Chief is convicted of a crime involving an abuse of office or position, as defined below, all of the following shall apply:

(a) if Chief was provided with paid leave pending an investigation into the matter, Chief shall be required to fully reimburse the District for those amounts paid;

(b) if the District, in its discretion, paid for the criminal defense of Chief, Chief shall be required to fully reimburse the District for all amounts paid; and

(c) if the District paid any severance pay under this Agreement, Chief shall be required to fully reimburse the District for all amounts paid.

a) "Abuse of office or position" means either:

(i) An abuse of public authority, including but not limited to, waste, fraud, and violation of law under color of authority; or

(ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code (or any successor statutes).

## **9. NOTIFICATION OF RESIGNATION OR RETIREMENT**

The Chief agrees to notify the IFPD Board of Commissioners at least sixty (60) days prior to his intention to resign or at least ninety (90) days prior to his intention to retire.

## **10. OUTSIDE EMPLOYMENT/CONFLICTS OF INTEREST**

Chief shall not accept any other employment during the term of this Agreement and shall devote his full-time to his position as FIRE CHIEF, unless otherwise approved by the DISTRICT. Chief shall not engage in any non-agency activities during the term of this Agreement that generate conflicts of interest or the appearance thereof with his position as DISTRICT Fire Chief. Chief shall not be a member of the recognized employment labor group currently recognized as the ICFA. If Chief is not certain whether a particular proposed outside non-agency activity is permitted under this Agreement, he shall ask the IFPD Board President for a determination thereon before engaging in the activity, and the DISTRICT shall, within thirty (30) calendar days, make a determination thereon. Failure to act on the part of the DISTRICT within said thirty (30) calendar day period shall be deemed approval. Notwithstanding any determination, it is the Chief's obligation to ensure activities are not in violation of federal, state or local conflict of interest laws or regulations.

**11. SEVERABILITY / SCOPE**

If any provision of this contract is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be overbroad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

**12. GOVERNING LAWS**

The laws of the State of California shall be used at all times to interpret and govern the legal interpretation of this contract.

**13. PARAGRAPH HEADINGS**

Headings are used solely for convenience and are not to be used in construing or interpreting this contract.

**14. REPRESENTATION**

At all times the IDYLLWILD FIRE PROTECTION DISTRICT is represented by its attorney. Chief acknowledges that at all times he has the right to be represented by an attorney of his choosing at his expense.

**15. PROFESSIONAL LIABILITY**

As required by the Government Code, the District agrees to defend, hold harmless and indemnify the Chief from all demands, claims, suits, actions, errors or other omissions in legal proceedings brought against the Chief in his individual capacity or in his official capacity provided the incident arose while the Chief was acting within the scope of his position with the District. Due to the nature of the Chief's position with the District, it is the District's intent to broadly interpret the term "acting within the scope of his position with the District".

**16. REVIEW OF AGREEMENT**

This contract is to be reviewed mutually by the IFPD Board of Commissioners and the Chief on an annual basis.

**17. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and supersedes any prior agreements, written or oral, and any representations, written or oral, not expressly included herein.

**18. VENUE**

The venue for any litigation to interpret or enforce this Agreement shall be the Riverside Superior Court.

**19. NOTICES**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to DISTRICT at the address below or at the last known maintained in Chief's personnel file. Chief agrees to notify DISTRICT in writing of any change in Chief's address during Chief's employment with DISTRICT. Notice of change of address shall be effective only when accomplished in accordance with this Section.

DISTRICT's Notice Address:  
Idyllwild Fire Protection District  
54160 Marantha Drive  
P.O. Box 656  
Idyllwild, CA 92549-0656  
Attn: Board President

Fire Chief's Notice Address:  
MARK LAMONT  
36660 Butterfly Peak Road

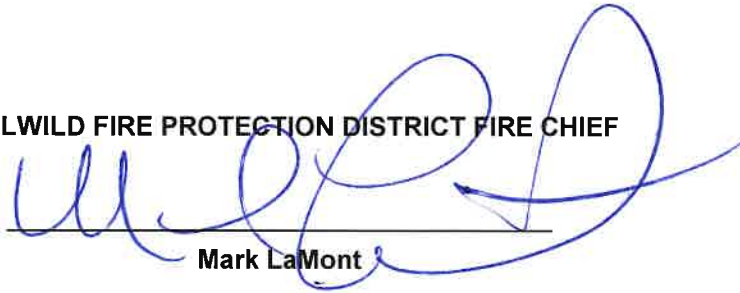
**20. NEPOTISM**

As required by District Policy, the Chief shall not make recommendations, or in any way participate in decisions about any personnel matter that may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative. The IFPD Board President, or designee, which shall take all such actions as they relate to any close relative of the Chief, including but not limited to, evaluations.

IN WITNESS WHEREOF, the IDYLLWILD FIRE PROTECTION DISTRICT acting through its Board of Commissioners, has authorized this contract to be signed and executed on this 23<sup>rd</sup> day of July 2019.

The Chief has executed this contract on July 23, 2019. Each party acknowledges receipt of their signature as a signed copy of this contract.

**IDYLLWILD FIRE PROTECTION DISTRICT FIRE CHIEF**



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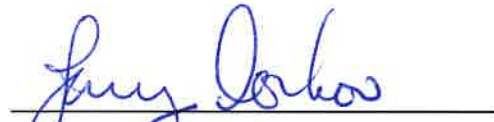
**Mark LaMont**

**IDYLLWILD FIRE PROTECTION DISTRICT BOARD OF COMMISSIONERS**



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**Rhonda Andrewson, Commissioner**



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**Larry Donahoo, Board Vice President**



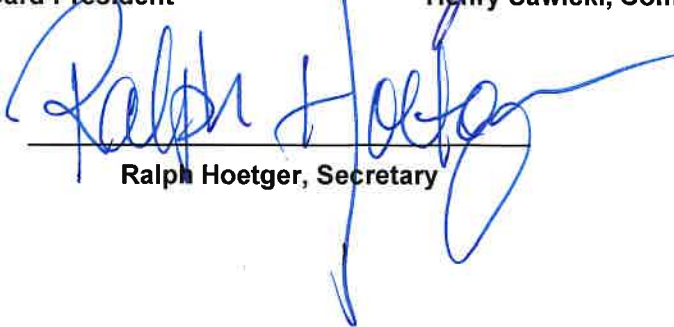
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**Jerry Buchanan, Board President**



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**Henry Sawicki, Commissioner**



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**Ralph Hoetger, Secretary**