

DEPUTY CHIEF EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on 10/01/14, by and between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (hereinafter "SMFD") and CHRISTIAN TUBBS (hereinafter "TUBBS" or "DEPUTY CHIEF").

WHEREAS, TUBBS has the necessary training, background, and skills to perform the duties of DEPUTY CHIEF.

NOW THEREFORE, in consideration of the faithful performance of the terms, conditions, promises and covenants contained in this Agreement, the parties agree as follows:

SECTION I - Employment and Term of Office

SMFD agrees to employ TUBBS as DEPUTY CHIEF to perform the functions and duties of said office. TUBBS shall serve in this position until further notice. This term commenced on 10/01/2014. Agreement shall remain in effect until it is either renegotiated or terminated.

SECTION II - Duties

TUBBS shall perform the duties of DEPUTY CHIEF as set forth in the directive titled **SOUTHERN MARIN FIRE PROTECTION DISTRICT - CLASS TITLE - DEPUTY CHIEF** and such other duties as may be prescribed by the SMFD Board of Directors (the "BOARD").

The DEPUTY CHIEF shall devote his full time and energy to the fulfillment of his duties to SMFD, and may not engage in outside activities that interfere with the Deputy Chief's ability to perform his duties for the SMFD. TUBBS acknowledges and affirms that he is prohibited from engaging in private business while employed as DEPUTY CHIEF for SMFD.

TUBBS shall report directly to the Board.

SECTION III - Compensation

Effective 11/01/2014, TUBBS shall receive a monthly salary of \$14,083.00. Salary is paid on a by-weekly schedule as set up by SMFD and at the same time as other employees and subject to customary withholdings.

SECTION IV - Annual Performance and Goal/Objective Review

An annual evaluation of DEPUTY CHIEF'S performance will occur in October of each year. During the evaluation, DEPUTY CHIEF will present an updated performance plan and the status of the prior year's goals and objectives. At this

time, the SMFD Board of Directors and the DEPUTY CHIEF shall develop written mutually acceptable goals and performance expectations for the DEPUTY CHIEF, which shall be used as objective criteria against which to assess the DEPUTY CHIEF'S performance.

SECTION V - Management Benefits

The DEPUTY CHIEF shall be entitled to the following benefits as set forth in this Section. To the extent otherwise permitted by law, SMFD reserves the right to amend, enhance, discontinue or otherwise change its benefits at any time and to apply such changes to Tubbs in a manner consistent with other SMFD employees so long as not inconsistent with the terms of this Agreement.

a) Life Insurance and Vacation- Buy Back

The DEPUTY CHIEF will be provided with life insurance coverage of \$50,000. The DEPUTY CHIEF will accrue vacation based on years of professional service, at the rate of 248 hours per year. The DEPUTY CHIEF is authorized to sell up to two weeks of accrued vacation time annually.

b) Vehicle Use and Professional Benefits

SMFD shall provide the DEPUTY CHIEF with a vehicle for the use as an emergency vehicle twenty-four (24) hours per day for official business and to commute between work and his residence. The use of the vehicle is subject to all SMFD policies established with respect to such vehicle so long as the policies are not inconsistent with this Agreement. SMFD agrees to budget and pay for professional dues, conferences, and subscriptions on behalf of the DEPUTY CHIEF, which are reasonably necessary for his continuation and full participation in professional associations.

c) Medical/Dental/Vision

Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc., coverage "S" for TUBBS and his dependents. Said coverage shall be covered by SMFD consistent with the coverage provided for other SMFD employees. SMFD recognizes as additional health care plan options: Blue Cross-Fee for Service, Blue Cross Prudent or any other plan that meets TUBBS needs. The cost of these options over and above the cost of the Kaiser Plan, family rate, is to be borne by TUBBS.

d) Deferred Compensation

SMFD shall contribute a sum equal to 5% of TUBBS yearly salary as set forth above in Section III.

e) Holidays

DEPUTY CHIEF is entitled to the same paid holidays as other SMFD employees, which shall include 13 paid holidays per year.

f) Retirement

DEPUTY CHIEF shall be entitled to participation in the Marin County Employees Retirement System: 2.7% @ 57

g) Administrative Leave

In recognition of the significant number of hours in excess of the regular work day that DEPUTY CHIEF will be expected to work on behalf of SMFD, on January 1st of each year, DEPUTY CHIEF will be credited with eighty (80) hours per year of Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31st of each year.

h) Sick Leave

DEPUTY CHIEF is entitled to accrue paid sick leave at a rate of 8 hours per month. Unused sick leave may be converted to cash/service credit at retirement.

SECTION VI - Termination, Severance Pay and Resignation.

Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of SMFD to terminate services of the DEPUTY CHIEF. The DEPUTY CHIEF at all times serves at the pleasure of the Board. Termination of the DEPUTY CHIEF'S services, however, is subject to the following provisions:

- A. In the event that TUBBS employment as DEPUTY CHIEF is terminated by the Board for any reason other than "misconduct," TUBBS will be entitled to severance pay as follows: three months' salary and benefits. TUBBS may resign his position at any time but, in that instance, TUBBS understands and agrees that he is not eligible for severance pay should he resign said employment. TUBBS agrees and understands that the presence of "misconduct" is not required for termination of employment and, instead, his employment may be terminated with or without cause or notice; and that the presence of "misconduct" shall affect only his right to severance.
- B. For the purposes of this Agreement, "misconduct" is defined to include, but is not limited to any of the following: abandonment of job duties; fiscal mismanagement; misrepresentation of facts; theft; unprofessional and/or inappropriate behavior; protected classification discrimination or harassment; failure to produce requested deliverables in a timely manner; poor work product; excessive absenteeism; violation of Board regulations; creating an unsafe work environment; falsification of documents; breach of any terms of this Agreement; and related conduct. TUBBS agrees that the determination of whether his actions constitute "misconduct" under this paragraph shall be made exclusively by the Board, and the Board agrees not to abuse its discretion in making such a determination.
- C. In the event that the TUBBS is terminated because of a conviction for any illegal act involving moral turpitude, or an event disqualifying TUBBS from public office pursuant to State Law, or causing a forfeiture of office under

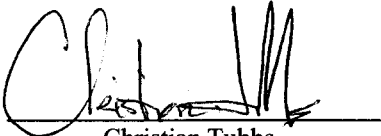
State Law, the Board shall have no obligation to pay any of the above termination benefits.

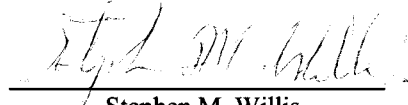
- D. In the event TUBBS voluntarily resigns his position with SMFD, TUBBS agrees to provide 30 days written notice to the President of the Board.

SECTION VII - General Terms.

- A. Amendment. The Board, in consultation with TUBBS, may fix or amend any such other reasonable terms and conditions of employment as they may determine from time to time only by the mutual written agreement of the parties.
- B. Entire Agreement. The terms and conditions of this Agreement are intended to be by the final expression of the parties' agreement. The Parties hereto acknowledge having discussed and agreed upon all terms and Provisions contained herein.
- C. Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of California and venue will be in the County of Marin.
- D. Severability. If any terms, provisions, conditions and covenants of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and remains valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


Christian Tubbs


Stephen M. Willis