



Southern Marin Fire Protection District

308 Reed Boulevard
Mill Valley, California 94941

Phone: 415 388-8182 Fax: 415 388-8181

Date *January 3, 2018*

I, Cathryn Hilliard, President of the Board of Directors of the Southern Marin Fire Protection District, understand the current and future costs of the Employment Agreement between the Southern Marin Fire Protection District and Fire Chief Christian Tubbs approved by the Board of Directors on December 20, 2017.

Cathy Hilliard

Cathryn Hilliard, Board President
Southern Marin Fire Protection District



Employment Agreement Between
Southern Marin Fire Protection District And
Fire Chief Christian Tubbs

Wages and Compensation, Benefits, Working Conditions

July 1, 2017

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EMPLOYMENT AGREEMENT

This Agreement is between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”).

DEFINITIONS

CPSE: Refers to the Center for Public Safety Excellence

District: Refers to the Southern Marin Fire District.

MCERA: Refers to the Marin County Employee Retirement Association

OSFM: Refers to the California Office of State Fire Marshal

SMFD: Refers to the Southern Marin Fire District

JAMS: An Employment Practice Group that supports arbitration

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Fire Chief's terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL AGREEMENT

- A. The employment relationship between the Fire Chief and the District is "employment at- will." The Fire Chief's employment with the District is neither for a specified term nor does it create an expectation for continued employment. The Fire Chief at all times serves at the pleasure of the District. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to suspend or terminate the services of the Fire Chief at any time consistent with the provisions of Article III of this Agreement. As a courtesy, the District will make all reasonable efforts to provide the Fire Chief with sixty days written notice where appropriate and in the District's sole discretion.
- B. Under this employment relationship, the Fire Chief is free to end this Agreement and his employment with the District for any reason and at any time. Though he is under no obligation to do so, as a courtesy the District requests that the Fire Chief

make reasonable efforts to provide at least 60 days advance written notice to the District prior to ending his employment with the District.

ARTICLE III – TERMINATION OF AGREEMENT, SEVERANCE PAY AND RESIGNATION

- A. As discussed above, both the District and the Fire Chief may end this Agreement at any time, with or without cause.
- B. The Fire Chief shall not be removed from office by the District without providing him with written notice, the reason or reasons for removal, and an opportunity for an administrative appeal consistent with the provisions of Government Code section 3254(c). A sufficient reason or reasons for removal under this provision include, but are not limited: (1) removal for the purpose of implementing goals or policies, or both, of the District; (2) removal for incompatibility of management style; and (3) removal as a result of a change in administration.
- C. Upon the termination or end of this Agreement, no further salary, benefits, or amounts shall be owed to the Fire Chief except for those amounts already earned prior to the termination or end of the Agreement, except as noted below in section D (1).
- D. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of SMFD to terminate services of the Fire Chief. The Fire Chief at all times serves at the pleasure of the Board. Termination of the Fire Chief's services, however, is subject to the following provisions:
 1. In the event that Christian Tubbs's employment as Fire Chief is terminated by the Board for any reason other than "misconduct," Christian Tubbs will be entitled to severance pay as follows:
 - Three months' salary and benefits.
 - The Fire Chief may resign his position at any time but, in that instance, The Fire Chief understands and agrees that he is not eligible for severance pay should he resign said employment.
 - The Fire Chief 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.

2. 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. The Fire Chief 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.
3. In the event that the Fire Chief is terminated because of a conviction for any illegal act involving moral turpitude, or an event disqualifying The Fire Chief 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.
4. In the event The Fire Chief voluntarily resigns his position with SMFD, The Fire Chief agrees to provide 60 days written notice to the President of the Board.

ARTICLE IV – DISPUTE RESOLUTION

A. Informal Resolution

The Fire Chief is encouraged to bring any disputes regarding his Employment Agreement to the attention of the Board of Directors for possible resolution by them.

B. Mediation

- a. In the event a dispute arises between the parties over their rights and obligations under the terms of this Agreement that cannot be resolved informally, a timely written request for mediation must be made.
- b. To be timely, a request for mediation must be made in writing and must be received within thirty (30) calendar days after the aggrieved party became aware, or should have become aware, that a dispute has arisen, which time frame may be extended in writing by the parties to give additional time for informal resolution of the matter. If no written request for mediation is received within this time limit, the aggrieved party shall have waived any right to arbitrate the dispute or to raise any claim, in any forum, arising out of the dispute.
- c. The parties agree to participate in at least four hours of mediation. Each party agrees to participate in good faith in the mediation with the intent to resolve the dispute. The mediation will be conducted within thirty (30) calendar days after the request for mediation is made.

- d. The parties may either agree upon a mediator or agree to have one chosen for them. If the parties do not agree upon a mediator within ten (10) calendar days of the request for mediation, a request may be made by either or both parties to JAMS to have a mediator chosen for the dispute and both agree to accept the mediator chosen through the process that JAMS uses for selecting a mediator.
- e. The District shall pay all costs unique to mediation, including, without limitation, the mediator's fees and administrative fees. The Fire Chief is not responsible for any expenses unique to mediation. Each party shall pay for the fees and expenses of its own attorneys, experts, witnesses, and other costs associated with the mediation.

C. Arbitration

- a. If the dispute, or a portion of the dispute, is not resolved by mediation and to the extent permitted by law, that portion of the dispute not resolved by mediation is subject to final and binding arbitration under California Law, before a single neutral arbitrator.
- b. Arbitral Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation and includes without limitation the determination of the scope and applicability of this arbitration provision. By way of example and not in limitation of the foregoing, Arbitral Claims shall include (to the fullest extent permitted by law) any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as well as any claims alleging wrongful termination, retaliation, harassment and/or discrimination (including, but not limited to those on the basis of, race, sex, sexual orientation, gender identity, religion, national origin, age, marital status, medical condition, and disability), breach of contract, breach of the covenant of good faith and fair dealing, defamation, libel, slander, invasion of privacy and/or negligent or intentional: a) infliction of emotional distress; b) misrepresentation; c) interference with contract; or d) interference with prospective economic advantage.
- c. The parties hereby knowingly and intentionally waive any right they may otherwise have to trial by jury or court of such claims or disputes. The parties agree that this waiver of any right they may otherwise have to trial by jury or court of such claims or disputes, applies to and waives any right to participate as a representative or member of any class of claimants. The arbitrator shall determine all challenges to the legality or enforceability of this arbitration provision. Any arbitration shall take place in the County of Marin, California.
- d. To the extent permitted by law, the initiation, existence, and outcome of any arbitration-including without limitation any material filed with the arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, the

written decision, and any remedy imposed or damages awarded by the arbitrator-are strictly confidential and shall not be disclosed with any other persons, entities, organizations, whether within or without the District, except as may be required by applicable law or in accordance with any court order or subpoena. To the extent permitted by law, this provision applies during the term of this Employment Agreement and survives after the termination of this Employment Agreement.

- e. Within 30 days after written demand for arbitration, the parties shall select a single neutral arbitrator by any method mutually agreed or, if the parties cannot agree, then in accordance with the then existing JAMS Employment Arbitration Rules & Procedures http://www.jamsadr.com/files/Uploads/Documents/JAMS-Rules/JAMS_employment_arbitration_rules-2009.pdf. A hardcopy of the JAMS arbitration rules is also available for review in the District office. The Rules may be amended by JAMS after the execution of this arbitration provision and the parties agree to use the current version of the JAMS Rules at the time arbitration is commenced. The decision or award of the arbitrator shall be final and binding upon the parties.
- f. In the event a single neutral arbitrator is not appointed within 30 days, any party may petition either JAMS or the appropriate court to appoint, in its discretion and without the consent of all the parties, a single neutral arbitrator. The arbitrator shall have the power to control discovery and to make all other determinations that the parties' mutual agreement or the then-existing JAMS Comprehensive Arbitration Rules & Procedures may permit. The arbitrator shall have the power to grant all types of relief and remedies that are available in a civil action. The arbitrator will issue a written decision with findings and conclusions;
- g. The District shall pay all costs unique to arbitration, including, without limitation, the arbitrator's fees and administrative fees. The Fire Chief is not responsible for any expenses unique to arbitration. Each party shall pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proof and briefing, except that the arbitrator may award such fees and costs to a prevailing party on a claim for which attorneys' fees and costs are recoverable by law. The arbitrator shall also have the power to award reasonable attorneys' fees and costs to the prevailing party in any action to enforce this arbitration provision, including but not limited to those attorneys' fees and costs associated with the filing of a petition to compel arbitration in civil court. Any court of competent jurisdiction shall, upon the petition of any party, confirm the award of the arbitrator and enter judgment in conformity therewith. Any such judgment shall be final, binding and non-appealable.
- h. In the event that multiple claims are asserted, some of which are found not subject to this arbitration provision, the parties agree to stay the proceedings related to the claims not subject to this arbitration provision until all the claims subject to this arbitration provision are resolved in accordance with it. In the event that claims are asserted

against multiple parties, some of whom are not subject to this arbitration provision, the Fire Chief and the District agree to sever the parties not subject to this arbitration provision and to resolve all claims between the parties subject to this arbitration provision in accordance with this arbitration provision.

- I. Except as provided in this arbitration provision, the District makes no other waiver or election of rights and remedies pursuant to this Employment Agreement and reserves the right to waive or assert rights and remedies in its sole discretion.
- J. If any aspect of this arbitration provision is found by an arbitrator or a court to be incomplete or unlawful, that determination will not render any other portion of the provision invalid or unenforceable, and the balance of the provision shall remain in full force and effect. In addition, the parties authorize the arbitrator or court to add to or revise ("blue pencil") the language of this arbitration provision in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

Nothing in this arbitration provision shall be construed to prohibit the Fire Chief from filing a charge with or participating in any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission (EEOC) or a comparable state or local agency or from filing a claim for unemployment or workers' compensation benefits. Notwithstanding the foregoing, the Fire Chief agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by the Fire Chief or by anyone else on the Fire Chief's behalf.

ARTICLE V - COMPENSATION

The following wage schedule applies to the Fire Chief's position, effective July 1, 2017. Chief Tubbs shall be paid bi-weekly and at the same time as other SMFD employees and his pay shall be subject to customary withholdings.

Full-Time Position	Hours	Type	Annual Base Salary
Fire Chief Step 1	40	Sworn	\$193,860
Fire Chief Step 2	40	Sworn	\$204,063

ARTICLE VI – ANNUAL PERFORMANCE AND GOAL/OBJECTIVES REVIEW

An annual evaluation of the Fire Chief's performance will occur in October of each year. During

the evaluation, the Fire Chief will present an updated performance plan and the status of the prior year's goals, objectives, progress to the District's Strategic plan, ensures district policies and fire safety practices meet or exceed industry standards, and representation of the districts, needs, partnership with our constituents, and other fire and supporting agencies. At this time, the SMFD Board of Directors and the Fire Chief shall develop written mutually acceptable goals and performance expectations for the Fire Chief, which shall be used as objective criteria against which to assess the Fire Chief's performance.

ARTICLE VII – MANAGEMENT BENEFITS

The Fire 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.

1. Duty / Work Vehicle

- a. The Southern Marin Fire District shall provide the Fire 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 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.

2. Conferences, Dues and Subscriptions

- a. The Southern Marin Fire District agrees to budget and pay for professional dues, conferences and subscriptions on behalf of the Fire Chief, which are reasonably necessary for his continuation and full participation in professional associations.

3. Health Insurance - Medical

- a. Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc., coverage "S" for all employees covered by this Resolution, and their dependents. Said coverage shall be paid by the District.
- b. The District recognizes as additional health care plan options: Blue Cross-Fee for Service, Blue Cross Prudent and
- c. Buyer Classic Plan V. The cost of these options over and above the cost of the Kaiser Plan, family rate, is to be borne by the employee.
- d. As of July 1, 2005, the District will pay directly to the employee the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. (Single employee rate only) if the employee withdraws himself/herself from the

health coverage provided by the District and signs a waiver which ensures a complete understanding of the employee's choice.

4. Dental Insurance
 - a. Dental Insurance shall be carried by Delta Dental. Premium costs for dental insurance shall be paid by the District.
5. Vision Insurance
 - a. The District shall pay 100% of the premium for vision coverage.
6. Life and Accidental Death Insurance
 - a. The District shall provide the Fire Chief will life insurance coverage equivalent to one year of the fire chief's salary.
7. Long Term Disability
 - a. Coverage shall be paid by the District for each employee for participation in the Long Term Disability Plan by the California Association of Professional Firefighters.
8. Long-term Care
 - a. Coverage shall be paid by the District for each employee for participation in the Long Term Care Plan by the California Association of Professional Firefighters.
9. Employee Assistance Program (EAP)
 - a. The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through the Managed Health Network (MHN) offers 8 counseling sessions per incident, per year for all employees and their dependents along with on-line services.
10. Deferred Compensation
 - a. The District shall contribute a sum equal to 5% of Tubbs's Annual Salary as set forth in this contract.

ARTICLE VII - LEAVES

This section includes descriptions for the different type of leave programs available to the Fire Chief.

1. Administrative Leave
 - a. In recognition of the significant number of hours in excess of the regular work day that the Fire Chief will be expected to work on behalf of SMFD, on July 1st of each year, the Fire 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 June 30th of each year.

2. Occupational Exam Leave

- a. Any employee relieved of duty based upon findings in the annual Occupational Medicine Physical Evaluation shall be covered by the District for absences up to thirty (30) days without any use of the employee's sick, vacation, holiday or administrative leave.

3. Funeral Leave

- a. The Fire Chief shall receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after internment, except however that such time off without loss of pay is limited to 40 hours.
 - i. Immediate family is defined as: spouse, son, daughter, mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, and step relatives (defined as son, daughter, mother, father, sister or brother).
 - ii. Employee shall be permitted to exchange hours for additional funeral attendance, or preparation not covered by Article VI, Section 2.

4. Leave to Serve on Jury Duty or as a Witness at a Trial

- a. Whenever the Fire Chief is subpoenaed during normal working hours to serve as a juror, or as a witness at a trial not involving District business, he/she shall be granted leave for such purposes. Employee shall receive pay for time served on the Jury, or as a witness, provide that any money the employee receives is deposited with the District.

5. Sick Leave

- a. The Fire 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.

6. Holidays

- a. The Fire Chief is entitled to the same paid holidays as other SMFD employees. Those holidays include:

New Year's Day	(First day of January)
Martin Luther King's Birthday	(Third Monday in January)
Lincoln's Birthday	(Twelfth of February)

Washington's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(Fourth day of July)
Labor Day	(First Monday in September)
Admission Day	(Ninth of September)
Columbus Day	(Second Monday in October)
Veterans Day	(Eleventh day of November)
Thanksgiving	(Fourth Thursday in November)
Day after Thanksgiving	(Fourth Friday in November)
Christmas Day	(Twenty-fifth day of December)

7. Vacation

- a. The Fire Chief shall accrue vacation based on years of professional service, at the rate of 240 hours per year.
- b. The Fire Chief vacation cap is equivalent to three months leave (480 hours).

8. Vacation Cash Out

- a. The Fire Chief is authorized to sell up to two weeks of accrued vacation time annually.

9. Uniform Maintenance Program

- a. The District provides \$400.00 annually to the Fire Chief for such items as department approved tee shirts, baseball hats, work out clothing, etc., and will replace standard, approved uniforms as needed (i.e. nomex uniform shirts, nomex pants, belt and boots).
- b. This payment is made annually on the first pay period in October.

ARTICLE IX - RETIREMENT

1. Tier 1 - Miscellaneous Employees

Full time employees hired prior to January 1, 2013, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

- a. 2.7% @ age 57 (57 per contract)
- b. Annual Cost of Living Adjustment not to exceed 4%
- c. Highest 12 month period for determining final compensation for retirement pay.

2. Retirement Health Savings Account – (RHS)

The Fire Chief will be enrolled in the District's established RHS program. The

employer will contribute 2% of the Fire Chiefs Annual Salary into the established RHS Account.

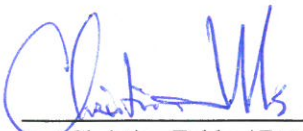
ARTICLE X – DRIVER LICENSE REQUIREMENTS

Members are required to possess a valid California Driver License, Class C.

ARTICLE XI- GENERAL TERMS

- A. Duration of Agreement. This agreement shall be effective as of the first day of July, 2017 and shall remain in full force and effort until the 30th day of June, 2018. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days period to the annual anniversary date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.
- B. Amendment. The Board, in consultation with The Fire Chief, 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.
- C. Entire Agreement. The terms and conditions of this Agreement are intended to be the final expression of the parties' agreement. The Parties hereto acknowledge having discussed and agreed upon all terms and Provisions contained herein.
- D. 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.
- E. No Discrimination. There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, except to the extent prohibited by State and Federal Law.
- F. 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 / Date 1-3-18


Cathryn Hilliard, Board President / Date 01/03/18



ADDENDUM TO 2017 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN FIRE DISTRICT AND FIRE CHIEF CHRISTIAN TUBBS

This is an Addendum to the Employment Agreement between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”) dated July 1, 2017.

To this end, both parties hereby mutually agree to modify the terms of the July 1, 2017 agreement as follows:

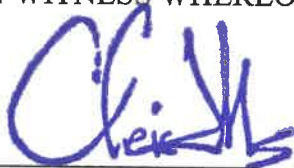
1. Article V – Compensation:

- a. Effective July 1, 2018 the Fire Chief will receive a 1% increase in salary to \$206,104/year

2. Article IX – Retirement:

- a. Effective 7/1/18, the District will contribute 3% of the Fire Chief’s Annual Salary into the established RHS account.
- b. There will be a one-time deposit into the Fire Chief’s RHS account of \$15, 000 to be included in payroll dated 5/16/19.

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



Christian Tubbs / Date 5-7-19



Kurt Chun, Board President / Date 5-10-19



**ADDENDUM TO 2017 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN FIRE
DISTRICT AND FIRE CHIEF CHRISTIAN TUBBS**

This is an Addendum to the Employment Agreement between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”) dated July 1, 2017.

To this end, both parties hereby mutually agree to modify the terms of the July 1, 2017 agreement as follows with an Effective Date of October 1, 2019:

1. Article V – Compensation:
 - a. Effective October 1, 2019 the Fire Chief will receive a 3% increase in base salary to \$212,287/year
2. Article VI – Annual Performance and Goal and Objectives Review
 - a. The Fire Chief will receive a Performance Compensation Award of 10% of 2019 base salary (\$20,610).
 - b. At the discretion of the board, the board may award the Chief from 0% to 15% of his base salary based on their assessment of his achievements of the District’s Strategic Goals.
3. Article VII – Leaves:
 - a. Administrative Leave for the Fire Chief will be 120 hours per year.
4. Article IX – Retirement:
 - a. There will be an annual deposit into the Fire Chief’s RHS account of \$15, 000.

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

Date

 1-22-2020

Christian Tubbs / Date

 1-22-2020

Cathryn Hilliard, Board President / Date



ADDENDUM TO 2017 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN FIRE DISTRICT AND FIRE CHIEF CHRISTIAN TUBBS

This is an Addendum to the Employment Agreement between the SOUTHERN MARIN FIRE PROTECTION DISTRICT ("District") and Fire Chief Christian Tubbs, ("Fire Chief") dated July 1, 2017.

To this end, both parties hereby mutually agree to modify the terms of the July 1, 2017 agreement as follows with an Effective Date of October 1, 2020:

1. Article V – Compensation:
 - a. Effective October 1, 2020 the Fire Chief will receive a 3.5% increase in base salary to \$219,717/year
2. Article VI – Annual Performance and Goal and Objectives Review
 - a. The Fire Chief will receive a Performance Compensation Award of 10% of 2021 base salary (\$21,971).
 - b. At the discretion of the board, the board may award the Chief from 0% to 15% of his base salary based on their assessment of his achievements of the District's Strategic Goals.

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

 4-5-2021

Christian Tubbs / Date

 4/1/2021

Peter Fleming, Board President / Date



**AMENDMENT TO 2017 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN
FIRE DISTRICT AND FIRE CHIEF CHRISTIAN TUBBS**

This is an Amendment to the Employment Agreement between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”) dated July 1, 2017.

To this end, both parties hereby mutually agree to modify the terms of the July 1, 2017 agreement as follows with an Effective Date of October 1, 2021:

1. Article V – Compensation:

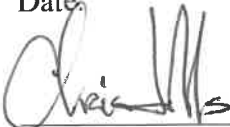
- a. Effective October 1, 2021 the Fire Chief will receive a 3% increase in base salary to \$226,309/year.

2. Article VI – Annual Performance and Goal and Objectives Review

- a. The Fire Chief will receive a Performance Compensation Award of 11.25% of 2022 base salary (\$25,460).
- b. At the discretion of the board, the board may award the Chief from 0% to 15% of his base salary based on their assessment of his achievements of the District’s Strategic Goals.

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

Date.

 11-19-21
Christian Tubbs / Date

 11/23/2021
Peter Fleming, Board President / Date



Employment Agreement Between
Southern Marin Fire Protection District And
Fire Chief Christian Tubbs
Effective 10-1-2022

Wages and Compensation, Benefits, Working Conditions
October 1, 2022

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This Agreement is between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”).

DEFINITIONS

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MCERA: Refers to the Marin County Employee Retirement Association

OSFM: Refers to the California Office of State Fire Marshal

SMFD: Refers to the Southern Marin Fire District

JAMS: An Employment Practice Group that supports arbitration

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Fire Chief’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – AT WILL AGREEMENT

- A. The employment relationship between the Fire Chief and the District is “employment at will.” The Fire Chief’s employment with the district is neither for a specified term, nor does it create an expectation for continued employment. The fire Chief at all times serves at the pleasure of the District. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to suspend or terminate the services of the Fire Chief at any time consistent with the provisions of Article III of this Agreement. As a courtesy, the District will make all reasonable efforts to provide the Fire Chief with sixty days written notice where appropriate and in the District’s sole discretion.

- B. Under this employment relationship, the Fire Chief is free to end this Agreement and his employment with the District for any reason and at any time. Though he is under no obligation to do so, as a courtesy the District requests that the Fire Chief

make reasonable efforts to provide at least sixty days advance written notice to the district prior to ending his employment with the District.

ARTICLE III – TERMINATION OF AGREEMENT, SEVERANCE PAY AND RESIGNATION

- A. As discussed above, both the District and the Fire Chief may end this Agreement at any time, with or without cause.
- B. The Fire Chief shall not be removed from office by the District without providing him with written notice, the reason or reasons for removal, and an opportunity for an administrative appeal consistent with the provisions of Government Code section 3254(c). A sufficient reason or reasons for removal under this provision include but are not limited: (1) removal for the purpose of implementing goals or policies, or both, of the District; (2) removal for incompatibility of management style; and (3) removal as a result of a change in administration.
- C. Upon the termination or end of this Agreement, no further salary, benefits, or amounts shall be owed to the Fire Chief except for those amounts already earned prior to the termination or end of the Agreement, except as noted below in section D (1).
- D. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of SMFD to terminate services of the Fire Chief. The Fire Chief at all times serves at the pleasure of the Board. Termination of the Fire Chief's services, however, is subject to the following provisions:
 - 1. In the event that Christian Tubbs's employment as Fire Chief is terminated by the Board for any reason other than "misconduct," Christian Tubbs will be entitled to severance pay as follows:
 - Three months' salary and benefits.
 - The Fire Chief may resign his position at any time but, in that instance, The Fire Chief understands and agrees that he is not eligible for severance pay should he resign said employment.
 - The Fire Chief 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.

2. 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. The Fire Chief 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.
3. In the event that the Fire Chief is terminated because of a conviction for any illegal act involving moral turpitude, or an event disqualifying The Fire Chief 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.
4. In the event The Fire Chief voluntarily resigns his position with SMFD, The Fire Chief agrees to provide 60 days written notice to the President of the Board.

ARTICLE IV – DISPUTE RESOLUTION

A. Informal Resolution

The Fire Chief is encouraged to bring any disputes regarding his Employment Agreement to the attention of the Board of Directors for possible resolution by them.

B. Mediation

- a. In the event a dispute arises between the parties over their rights and obligations under the terms of this Agreement that cannot be resolved informally, a timely written request for mediation must be made.
- b. To be timely, a request for mediation must be made in writing and must be received within thirty (30) calendar days after the aggrieved party became aware, or should have become aware, that a dispute has arisen, which time frame may be extended in writing by the parties to give additional time for informal resolution of the matter. If no written request for mediation is received within this time limit, the aggrieved party shall have waived any right to arbitrate the dispute or to raise any claim, in any forum, arising out

of the dispute.

- c. The parties agree to participate in at least four hours of mediation. Each party agrees to participate in good faith in the mediation with the intent to resolve the dispute. The mediation will be conducted within thirty (30) calendar days after the request for mediation is made.
- d. The parties may either agree upon a mediator or agree to have one chosen for them. If the parties do not agree upon a mediator within ten (10) calendar days of the request for mediation, a request may be made by either or both parties to JAMS to have a mediator chosen for the dispute and both agree to accept the mediator chosen through the process that JAMS uses for selecting a mediator.
- e. The District shall pay all costs unique to mediation, including, without limitation, the mediator's fees and administrative fees. The Fire Chief is not responsible for any expenses unique to mediation. Each party shall pay for the fees and expenses of its own attorneys, experts, witnesses, and other costs associated with the mediation.

C. Arbitration

- a. If the dispute, or a portion of the dispute, is not resolved by mediation and to the extent permitted by law, that portion of the dispute not resolved by mediation is subject to final and binding arbitration under California Law, before a single neutral arbitrator.
- b. Arbitral Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation and includes without limitation the determination of the scope and applicability of this arbitration provision. By way of example and not in limitation of the foregoing, Arbitral Claims shall include (to the fullest extent permitted by law) any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as well as any claims alleging wrongful termination, retaliation, harassment and/or discrimination (including, but not limited to those on the basis of, race, sex, sexual orientation, gender identity, religion, national origin, age, marital status, medical condition, and disability), breach of contract, breach of the covenant of good faith and fair dealing, defamation, libel, slander, invasion of privacy and/or negligent or intentional: a) infliction of emotional distress; b) misrepresentation; c) interference with contract; or d) interference with prospective economic

advantage.

- c. The parties hereby knowingly and intentionally waive any right they may otherwise have to trial by jury or court of such claims or disputes. The parties agree that this waiver of any right they may otherwise have to trial by jury or court of such claims or disputes, applies to and waives any right to participate as a representative or member of any class of claimants. The arbitrator shall determine all challenges to the legality or enforceability of this arbitration provision. Any arbitration shall take place in the County of Marin, California.
- d. To the extent permitted by law, the initiation, existence, and outcome of any arbitration- including without limitation any material filed with the arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, the written decision, and any remedy imposed or damages awarded by the arbitrator-are strictly confidential and shall not be disclosed with any other persons, entities, organizations, whether within or without the District, except as may be required by applicable law or in accordance with any court order or subpoena. To the extent permitted by law, this provision applies during the term of this Employment Agreement and survives after the termination of this Employment Agreement.
- e. Within 30 days after written demand for arbitration, the parties shall select a single neutral arbitrator by any method mutually agreed or, if the parties cannot agree, then in accordance with the then existing JAMS Employment Arbitration Rules & Procedures http://www.jamsadr.com/files/Uploads/Documents/JAMS-Rules/JAMS_employment_arbitration_rules-2009.pdf. A hardcopy of the JAMS arbitration rules is also available for review in the District office. The Rules may be amended by JAMS after the execution of this arbitration provision and the parties agree to use the current version of the JAMS Rules at the time arbitration is commenced. The decision or award of the arbitrator shall be final and binding upon the parties.
- f. In the event a single neutral arbitrator is not appointed within 30 days, any party may petition either JAMS or the appropriate court to appoint, in its discretion and without the consent of all the parties, a single neutral arbitrator. The arbitrator shall have the power to control discovery and to make all other determinations that the parties' mutual agreement or the then-existing JAMS Comprehensive Arbitration Rules & Procedures may permit. The arbitrator shall have the power

to grant all types of relief and remedies that are available in a civil action. The arbitrator will issue a written decision with findings and conclusions.

- g. The District shall pay all costs unique to arbitration, including, without limitation, the arbitrator's fees and administrative fees. The Fire Chief is not responsible for any expenses unique to arbitration. Each party shall pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proof and briefing, except that the arbitrator may award such fees and costs to a prevailing party on a claim for which attorneys' fees and costs are recoverable by law. The arbitrator shall also have the power to award reasonable attorneys' fees and costs to the prevailing party in any action to enforce this arbitration provision, including but not limited to those attorneys' fees and costs associated with the filing of a petition to compel arbitration in civil court. Any court of competent jurisdiction shall, upon the petition of any party, confirm the award of the arbitrator and enter judgment in conformity therewith. Any such judgment shall be final, binding and non-appealable.
- h. In the event that multiple claims are asserted, some of which are found not subject to this arbitration provision, the parties agree to stay the proceedings related to the claims not subject to this arbitration provision until all the claims subject to this arbitration provision are resolved in accordance with it. In the event that claims are asserted against multiple parties, some of whom are not subject to this arbitration provision, the Fire Chief and the District agree to sever the parties not subject to this arbitration provision and to resolve all claims between the parties subject to this arbitration provision in accordance with this arbitration provision.
- i. Except as provided in this arbitration provision, the District makes no other waiver or election of rights and remedies pursuant to this Employment Agreement and reserves the right to waive or assert rights and remedies in its sole discretion.
- J. If any aspect of this arbitration provision is found by an arbitrator or a court to be incomplete or unlawful, that determination will not render any other portion of the provision invalid or unenforceable, and the balance of the provision shall remain in full force and effect. In addition, the parties authorize the arbitrator or court to add to or revise ("blue pencil") the language of this arbitration provision in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

Nothing in this arbitration provision shall be construed to prohibit the Fire Chief from filing a charge with or participating in any investigation or proceeding conducted by the

U.S. Equal Employment Opportunity Commission (EEOC) or a comparable state or local agency or from filing a claim for unemployment or workers' compensation benefits. Notwithstanding the foregoing, the Fire Chief agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by the Fire Chief or by anyone else on the Fire Chiefs behalf.

ARTICLE V - COMPENSATION

1. The following wage schedule applies to the Fire Chief’s position, effective October 1, 2022. The Fire Chief shall be paid bi-weekly and at the same time as other SMFD employees and his pay shall be subject to customary withholdings.

Full-Time Position	Hours	Type	Annual Base Salary
Fire Chief	40	Sworn	\$260,614.00

2. The Fire Chief shall also receive a one-time COVID payment of \$2,500.00, effective October 1, 2022.

ARTICLE VI – ANNUAL PERFORMANCE AND GOAL/OBJECTIVES REVIEW

An annual evaluation of the Fire Chief’s performance will occur in October each year. During the evaluation, the Fire Chief will present an updated performance plan and the status of the prior year’s goals, objectives, progress to the District’s Strategic plan, ensures district policies and fire safety practices meet or exceeded industry standards, and representation of the District’s needs, partnership with our constituents, and other fire and supporting agencies. At this time, the SMFD Board of Directors and the Fire Chief shall develop written mutually acceptable goals and performance expectations for the Fire Chief, which shall be used as objective criteria against which to assess the Fire Chief’s performance.

ARTICLE VII – MANAGEMENT BENEFITS

The Fire 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 Fire Chief Tubbs in a manner consistent with other SMFD employees so long as not inconsistent with the terms of this Agreement.

1. Duty / Work Vehicle
 - a. The Southern Marin Fire District shall provide the Fire 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 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.

2. Conferences, Dues and Subscriptions

- a. The Southern Marin Fire District agrees to budget and pay for professional dues, conferences and subscriptions on behalf of the Fire Chief, which are reasonably necessary for his continuation and full participation in professional associations.

3. Health Insurance - Medical

- a. Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc., coverage "S" for all employees covered by this Resolution, and their dependents. Said coverage shall be paid by the District.
- b. The District recognizes as additional health care plan options: Blue Cross-Fee for Service, Blue Cross Prudent and
- c. Buyer Classic Plan V. The cost of these options over and above the cost of the Kaiser Plan, family rate, is to be borne by the employee.
- d. As of July 1, 2005, the District will pay directly to the employee the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. (Single employee rate only) if the employee withdraws himself/herself from the health coverage provided by the District and signs a waiver which ensures a complete understanding of the employee's choice.

4. Dental Insurance

- a. Dental Insurance shall be carried by Delta Dental. Premium costs for dental insurance shall be paid by the District.

5. Vision Insurance

- a. The District shall pay 100% of the premium for vision coverage.

6. Life and Accidental Death Insurance

- a. The District shall provide the Fire Chief with life insurance coverage equivalent to one year of the fire chief's salary.

7. Long Term Disability

- a. Coverage shall be paid by the District for each employee for participation in the Long-Term Disability Plan by the California Association of Professional Firefighters.

8. Long-term Care
 - a. Coverage shall be paid by the District for each employee for participation in the Long-Term Care Plan by the California Association of Professional Firefighters.

9. Employee Assistance Program (EAP)
 - a. The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through the Managed Health Network (MHN) offers 8 counseling sessions per incident, per year for all employees and their dependents along with on-line services.

10. Deferred Compensation
 - a. The District shall contribute a sum equal to 5% of Tubbs's Annual Salary set forth in this contract.

ARTICLE VIII - LEAVES

This section includes descriptions for the different type of leave programs available to the Fire Chief.

1. Administrative Leave
 - a. In recognition of the significant number of hours in excess of the regular workday that the Fire Chief will be expected to work on behalf of SMFD, on July 1st of each year, the Fire Chief will be credited with one hundred and twenty (120) hours per year of Administrative Leave. This time is non-accruable, and all balances will be zeroed out on June 30th of each year.

2. Occupational Exam Leave
 - a. Any employee relieved of duty based upon findings in the annual Occupational Medicine Physical Evaluation shall be covered by the District for absences up to thirty (30) days without any use of the employee's sick, vacation, holiday or administrative leave.

3. Funeral Leave
 - a. The Fire Chief shall receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after internment, except however that such time off without loss of pay is limited to 40 hours.

- i. Immediate family is defined as: spouse, son, daughter, mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, and step relatives (defined as son, daughter, mother, father, sister or brother).
 - ii. Employee shall be permitted to exchange hours for additional funeral attendance, or preparation.
- 4. Leave to Serve on Jury Duty or as a Witness at a Trial
 - a. Whenever the Fire Chief is subpoenaed during normal working hours to serve as a juror, or as a witness at a trial not involving District business, he/she shall be granted leave for such purposes. Employee shall receive pay for time served on the Jury, or as a witness, provide that any money the employee receives is deposited with the District.
- 5. Sick Leave
 - a. The Fire 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.
- 6. Holidays
 - a. The Fire Chief is entitled to the same paid holidays as other SMFD employees. Those holidays include:

New Year's Day	(First day of January)
Martin Luther King's Birthday	(Third Monday in January)
Lincoln's Birthday	(Twelfth of February)
Washington's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Juneteenth	(Nineteenth Day of June)
Independence Day	(Fourth day of July)
Labor Day	(First Monday in September)
Admission Day	(Ninth of September)
Columbus Day	(Second Monday in October)
Veterans Day	(Eleventh day of November)
Thanksgiving	(Fourth Thursday in November)
Day after Thanksgiving	(Fourth Friday in November)
Christmas Day	(Twenty-fifth day of December)
- 7. Vacation
 - a. The Fire Chief shall accrue vacation based on years of professional service, at the rate of 240 hours per year.

- b. The Fire Chief vacation cap is equivalent to three months leave (480 hours).
8. Vacation Cash Out
- a. The Fire Chief is authorized to sell up to two weeks of accrued vacation time annually.
 - b. Unused sick leave may be converted to cash/service credit at retirement.
9. Uniform Maintenance Program
- a. The District provides \$400.00 annually to the Fire Chief for such items as department approved tee shirts, baseball hats, work out clothing, etc., and will replace standard, approved uniforms as needed (i.e. Nomex uniform shirts, Nomex pants, belt and boots).
 - b. This payment is made annually on the first pay period in October.

ARTICLE IX - RETIREMENT

1. Tier 1 - Miscellaneous Employees
Full time employees hired prior to January 1, 2013, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:
- a. 2.7% @ age 57 (57 per contract)
 - b. Annual Cost of Living Adjustment not to exceed 4%
 - c. Highest 12 month period for determining final compensation for retirement pay.
2. Retirement Health Savings Account – (RHS)
The Fire Chief will be enrolled in the District's established RHS program.

ARTICLE X – DRIVER LICENSE REQUIREMENTS

Members are required to possess a valid California Driver License, Class C.

ARTICLE XI- GENERAL TERMS

- A. Duration of Agreement. This agreement shall be effective as of the day of October 1, 2022 and shall remain in full force and effort until the 2nd day of October, 2023. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days period to the annual anniversary

date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

- B. Amendment. The Board, in consultation with The Fire Chief, 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.
- C. Entire Agreement. The terms and conditions of this Agreement are intended to be the final expression of the parties' agreement. The Parties hereto acknowledge having discussed and agreed upon all terms and Provisions contained herein.
- D. 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.
- E. No Discrimination. There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, except to the extent prohibited by State and Federal Law.
- F. 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.



BETTER TOGETHER

SOUTHERN MARIN FIRE PROTECTION DISTRICT
MILL VALLEY FIRE DEPARTMENT



ADDENDUM TO 2017 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN MARIN FIRE DISTRICT AND FIRE CHIEF CHRISTIAN TUBBS

This is an addendum to the Employment Agreement between the Southern Marin Fire Protection District (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”) dated July 1, 2017.

The District intends to sunset the annual \$15,000 Retire Health Savings account (RHS) payment, in addition to moving away from the bonus structure.

To this end, both parties hereby mutually agree to modify the terms of the July 1, 2017 agreement as follows with an effective date of October 1, 2022:

1. Article V – Compensation:

- a. The Fire Chief will receive an increase in base salary to \$260,376. This includes:
 - i. 4% COLA
 - ii. \$15,000 to base salary from RHS
 - iii. 4% increase for the Mill Valley annexation
- b. The Fire Chief will receive a one-time Covid/Retention award of \$2,500

Approved by the Board of Directors, June 28, 2023

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

 6/28/23

Christian Tubbs/Date

 6/28/23

Christine DeBerry, Board President/Date



**ADDENDUM TO 2017 EMPLOYMENT AGREEMENT BETWEEN SOUTHERN
MARIN FIRE DISTRICT AND FIRE CHIEF CHRISTIAN TUBBS**

This is an addendum to the Employment Agreement between the Southern Marin Fire Protection District (“District”) and Fire Chief Christian Tubbs, (“Fire Chief”) dated July 1, 2017.


Both parties hereby mutually agree to modify the terms of the July 1, 2017 agreement as follows with an effective date of October 1, 2023:

1. Article V – Compensation:

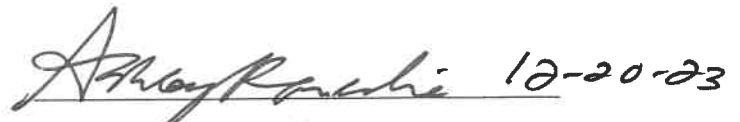
- a. The Fire Chief will receive an increase in base salary to \$273,394.80. This includes:
 - i. 5% COLA

Approved by the Board of Directors, December 21, 2023.

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

 12-21-23

Christian Tubbs/Date

 12-20-23
~~Cristine DeBerry, Board President/Date~~
Ashley Raveche, Board Vice President