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**EMPLOYMENT AGREEMENT**  
**Fire Chief Daniel J. Mahoney**

This Employment Agreement (“Agreement”) is made and entered into as of June 12, 2024, by and between the Ross Valley Fire Department, a California joint powers authority, established as a separate entity pursuant to the Joint Exercise of Powers Act, commencing at California Government Code § 6500 (“Employer” or “Department”) and Daniel Joseph Mahoney, an individual (“Employee”). Both Employer and Employee may be referred to as “parties” in this Agreement.

**RECITALS**

- A. Employer desires to engage the services of Employee and Employee desires to accept employment.
- B. Employer and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, Employer and Employee agree as follows:

**Section 1:** Effective Date

Effective from the effective date of Employee’s appointment, as determined by Board action, Employer agrees to employ Employee as its Fire Chief. This agreement may be amended and shall continue until terminated.

**Section 2:** Duties and Authority

Employee shall exercise the full powers and perform the duties of the position of Fire Chief, as set forth in the Authority’s Joint Powers Agreement; applicable resolutions, rules, regulations, Department manuals, and procedures; the applicable job description (Policy 202) and

under state or federal law, as each of them currently or may in the future exist. Employee shall exercise such other powers and perform such other duties as Board, through the Executive Officer, may from time to time assign.

**Section 3:** Employee Obligation

Employee shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement, and utilize his best efforts to promote the Authority's interests. Employee shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with, his duties and responsibilities to Employer. In all cases where Employee desires to engage in outside services for compensation, Employee shall receive written authorization from the Board or the Executive Officer.

**Section 4:** Compensation

- A. Base Salary - Employer shall pay Employee an initial annual salary of \$247,213 subject to legally permissible or required withholding, prorated and paid on Employer's normal paydays. Employee's salary is compensation for all hours worked. A 3% cost-of-living adjustment (COLA) shall take effect on July 1, 2024.
- B. A one-time signing bonus of \$10,000 will be paid to the Employee upon Board approval of the employment agreement.
- C. Annual Compensation Adjustment – The Fire Chief's salary shall be reviewed on an annual basis by the Board or Executive Director. Recommendations for salary adjustments shall include, but not be limited to, consideration of the following:
  - Annual Written Performance Evaluation
  - Average County of Marin Fire Chief medium salary (includes Employer Paid Member Contributions)
  - Internal equity and compaction
  - Bay Area Consumer Price Index (San Francisco-Oakland-Hayward)

- D. Overtime Compensation - Employee shall be exempt from the overtime pay provisions of California law and federal law.
- E. All time accrued as a 56hr employee prior to appointment to Fire Chief shall be transferred without a 40hr/56hr ration calculation for retirement and any other purpose as required by law.

**Section 5: Benefits**

- A. Health Benefits (Plan Health Insurance-Active Employees) - Employee shall receive the same health benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- B. Cafeteria Plan - Employee shall receive the same cafeteria plan benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- C. Retirement - Employee shall receive the same retirement benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- D. Health Insurance Retiree - Employee shall receive the same health insurance retiree benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- E. Uniform Allowance - Employee shall receive the same uniform allowance as provided to other Department safety employees according to the Chief Officer Association MOU.
- F. Educational Incentive - Employee shall receive the same educational incentive as provided to other Department safety employees according to the Chief Officer Association MOU.
- G. Deferred Compensation - Employee shall receive the same deferred compensation option as provided to other Department safety employees according to the Chief Officer Association MOU.
- H. Holidays - Employee shall receive the same holidays as outlined in the Chief Officers Association MOU. Employee's salary includes

holiday pay. Accordingly, the Employee shall not be entitled to any additional salary or compensation for working on a holiday or to any form of holiday pay (in addition to base salary) or holiday in-lieu pay.

- I. Vehicle - The Department shall provide the employee with a Department-owned and maintained vehicle equipped for emergency response for Fire Chiefs use subject to any rules for use as proscribed by the Board or Executive Director. Other than transportation to and from home to work, Fire Chief shall not use the Department-owned vehicle for any personal purpose. Incidental trips in the course of daily living (medical/dental appointment, trip to grocery store, etc.) shall not be deemed a "personal purpose."
- J. Vacation - Employee shall accrue vacation at the rate of twenty five and one half (25.5) days annually equal to seventeen (17) hours per month. Employee may accrue a maximum of two times the annual accrual. Once Employee reaches the maximum accrual, he will not accrue additional vacation time until the total accrual falls below the maximum. Once each fiscal year, Employee may elect to receive cash payment for any accrued and unused vacation up to 80 hours. All other vacation leave provisions not mentioned shall be in accord with the terms and conditions provided in the Chief Officers Association MOU.
- K. Sick Leave - Employee will accrue sick leave at the rate of eight and one half (8.5) hours per month. Sick leave usage, accumulation and retirement payoff will be in accord with the terms and conditions provided in the Chief Officers Association MOU.
- L. Administrative Leave - Management positions are classified as Fair Labor Standards Act (FLSA) exempt and therefore are not eligible for overtime or compensatory time off. However, in recognition of the long hours required to perform the Fire Chief's position, including attendance at numerous meetings and emergency response outside normal working hours, the Employee shall receive eights (80) hours of administrative leave annually. Said leave shall be available beginning July 1 through June 30 annually. Unused leave does not carry over from one fiscal year to the next.

M. Special Leave - Employee shall receive the same options as provided to other Department safety employees according to the Chief Officer Association MOU.

**Section 6** Evaluation

- A. An annual written performance evaluation will be completed by the Executive Officer with input from the management team and Fire Board.
- B. A 360-evaluation process will be conducted as part of the first year performance evaluation and repeated every two years subsequently.
- C. An annual Professional Development Plan will be developed by the employee and Executive Officer as a supplement to the annual Performance Evaluation.

**Section 7** Indemnification

Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Section 825, 995, and 995.2 through 995.8, the Employer will defend and pay any costs and judgements assessed against Employee arising out of an act or omission by Employee occurring the course and scope of Employee's performance of his duties under this Agreement. In the event the Department provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, Employee shall reimburse the Authority for such legal criminal defense funds if Employee is convicted of a crime involving the abuse of office or position, as provided by Government Code Sections 53243.

**Section 8** At-will Employment Relationship

Employee is appointed by and serves at the pleasure of the Board. Except as otherwise provided by law and subject to Section 9, below, Employer may terminate this Agreement and the employment relationship at any time, without cause or prior notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Department, through the Board, to terminate this Agreement and the employment of Employee. Nothing in this Agreement shall prevent, limit, or otherwise

interfere with the right of Employee to resign from his employment with Employer, subject only to Employee providing 60 (sixty) calendar days prior written notice to Employer.

**Section 9** Severance

Employer shall pay Employee for all services through the effective date of termination.

- A. If Employer terminates this Agreement (thereby terminating Employee's Employment) without cause, Employer shall pay Employee a lump sum severance benefit equal to six (6) months of his then applicable base salary. Payment of the Termination Benefits shall be made within sixty (60) days of the effective date of the Termination.
- B. If Employer terminates this Agreement (thereby terminating Employee's Employment) with cause, Employee shall not be entitled to any severance. As used in this Agreement, cause shall mean termination due to:
  - (1) A conviction, plea bargain, judgment or adverse determination by any state or federal court within the United States, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;
  - (2) Conviction of a felony;
  - (3) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law, or a misdemeanor conviction involving a crime of moral turpitude
  - (4) Willful abandonment of duties;
  - (5) A pattern of repeated, willful, and intentional failure to carry out materially significant and legally constituted policies and decisions of the Board made by the Board as a body or persistent and willful violation of properly established rules and procedures; and

(6) Any other action or inaction by Employee that materially and substantially harms Department interests, materially and substantially impedes or disrupts the performance of Authority or that is detrimental to employee safety or public safety.

- A. If Employee terminates this Agreement (thereby terminating Employee's Employment), Employee shall not be entitled to any severance.
- B. Upon any separation from employment, the Employee will be compensated for all accrued but unused vacation leave and any other leave time that is eligible for payment upon separation under Department's rules and procedures. In the event this Agreement is terminated, Employee may elect to retire from the Department, provided he is eligible for and accepts a PERS retirement coincident with his separation.
- C. Any other terms of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Section 53260 - 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the Authority for any paid leave or cash settlement (including severance), as provided by Government Code Section 53243 - 53243.4.

**Section 10** Method of Amendment

No amendments to this Agreement may be made except as approved by the Board of the District and executed by a writing signed and dated by Employer and Employee.

**Section 11** Notices

Any notice by Employee under this Agreement shall be given in writing to Employer, either by personal service or by registered or certified mail, postage prepaid, addressed to the Board Chair at Department's then principal place of business. A courtesy copy shall be given to the Executive Officer in a like manner. Any such notice by Employer to Employee shall be given in a like manner and shall be addressed to Employee at his home address then shown in Employer's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on

the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section. By mutual consent of both parties in writing, e-mail notice may be substituted for mail service

## **Section 12** General Provisions

- A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- B. This Agreement sets forth the final, complete, and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are rendered null and void by this Agreement unless specifically included in this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to Employer's generally applicable rules, policies and regulations, including those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment and violence in the workplace.
- C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California, U.S. Federal Law, and all applicable Codes, Ordinances and Resolutions. Jurisdiction for any legal matter that arises out of this Agreement shall be the Marin County Superior Court or the U.S. District Court of Northern California.
- D. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents, or employees other than those expressly set forth in this Agreement.

## **Section 13** Revision Rights



If the Board elects to terminate Chief Mahoney from his position as Chief of the Department without cause, the Chief would then have the right to revert to a Battalion Chief's position, his last permanent rank.

- A. If one of the then-current Battalion Chiefs was elevated to the position of Chief, no further action need be taken, as the former Chief would fill that spot. If a Chief was hired from the outside, the Fire Chief would revert to his last permanent position, i.e., Battalion Chief, replacing the junior Battalion Chief, and the Department Reduction Force Procedure would be invoked.
- B. If Chief Mahoney is terminated for cause (as defined in Government Code (§19572), there would be no reversionary rights.
- C. This Agreement is personal to Chief Mahoney and does not create a past practice.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

Employee: \_\_\_\_\_  
Dan Mahoney Date

Employer: \_\_\_\_\_  
Thomas Finn, Board President Date