



**CALAVERAS CONSOLIDATED FIRE PROTECTION
DISTRICT**

6501 Jenny Lind Road, Valley Springs, CA 95252

Telephone: (209) 786-2227

www.calcofire.org

Special Meeting Agenda
February 3, 2025

1. CALL TO ORDER 6:00PM REGULAR SESSION

2. ROLL CALL:

BOARD MEMBER: Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan.

Ken Glissman, Garrett Robertshaw, Roberta M. Corso, Kyle Harvey and Michael Rodgers

STAFF: Fire Chief Rich Dickinson and Rose Beristianos

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel

5. PUBLIC COMMENT: The public may address the Board on any item of interest that is not on the agenda and is within the District's jurisdiction. For items that are on the agenda, public comment will be heard when the item is discussed. The Chairman reserves the right to limit each speaker to three (3) minutes per person and 15 minutes per topic. Ralph M Brown Act Gov. (Code, § 54954.3(b).) By law, the Board of Directors cannot make decisions on matters not on the agenda. Ralph M Brown Act Gov. (Code, § 54954.2(a).)

6. NEW BUSINESS:

- A.** Discussion/Action – Approve Resolution No. 20250203A. A Resolution of the Board of Directors of the Calaveras Consolidated Fire Protection District, Approving the Employment Agreement with Michael Bradford for the Position of Deputy Fire Chief
- B.** Discussion/Action – Approve Resolution No. 20250203B, A Resolution Approving Battalion Chief Duty Coverage Pay and Terms for the Fire Department

7. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

8. ADJOURNMENT: Next Meeting Scheduled for February 24, 2025

CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT, COUITY OF CALAVERAS

STATE OF CALIFORNIA

FEBRUARY 3, 2025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT APPROVING THE EMPLOYMENT AGREEMENT WITH MICHAEL BRADFORD FOR THE POSITION OF DEPUTY FIRE CHIEF

RESOLUTION NO. 20250203A

WHEREAS, the Calaveras Consolidated Fire Protection District (the "District") has established the position of Deputy Fire Chief to assist the Fire Chief with operational, managerial, and administrative functions of the District; and

WHEREAS, the Fire Chief has evaluated Michael Bradford's qualifications and experience, and recommends that Michael Bradford be appointed as Deputy Fire Chief; and

WHEREAS, the Fire Chief has presented an Employment Agreement (the "Agreement") for Michael Bradford, detailing the terms and conditions of employment for the position of Deputy Fire Chief; and

WHEREAS, the Board of Directors has reviewed the proposed Employment Agreement and finds that it is in the best interests of the District to approve and ratify the terms of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Calaveras Consolidated Fire Protection District as follows:

1. The Board of Directors hereby approves and ratifies the Employment Agreement between the District and Michael Bradford for the position of Deputy Fire Chief, effective January 26, 2025, as presented to the Board.
2. The Chair of the Board of Directors, Keith Hafley, is hereby authorized to execute the Employment Agreement on behalf of the District.
3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Calaveras Consolidated Fire Protection District on this 3rd day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Keith Hafley, Chair, Board of Directors

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 26th day of January, 2025, by and between the Calaveras Consolidated Fire Protection District (“District”), and Michael Bradford (“Employee”). District and Employee may individually be referred to herein as “Party” or collectively as “Parties.” There are no other parties to this Agreement.

RECITALS

- A. The District established the position of Deputy Fire Chief to assist the Fire Chief with the day-to-day operational, managerial and administrative functions of the District, including the command and supervision of District firefighters and emergency personnel at fire scenes, emergency medical incidents and other emergencies. The Deputy Fire Chief serves at the pleasure and direction of the Fire Chief.
- B. The Fire Chief is authorized to appoint employees, including the Deputy Fire Chief, subject to ratification by the District’s Board of Directors.
- C. The Fire Chief has evaluated Employee’s knowledge, experience, skills and abilities and recommends that Employee be appointed as Deputy Fire Chief pursuant to the terms of this Agreement.
- D. The District Board of Directors has ratified and approved Employee’s appointment to the position of Deputy Fire Chief on the terms and conditions set forth in this Agreement.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Deputy Fire Chief.
- F. The Parties desire to execute this Agreement pursuant to the authority of, and subject to, the laws applicable to California special districts.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement.

Section 2. Effective Date. This Agreement shall become effective January 26, 2025 following execution by both the District and Employee (“Effective Date”).

Section 3. Duties of the Deputy Fire Chief. Employee agrees to perform the duties and responsibilities of the Deputy Fire Chief. The required duties and responsibilities include:

- A. Perform operational, managerial and administrative oversight and functions of the District as directed by the Fire Chief including, but not limited to, the command and supervision of District personnel during emergency and non-emergency operations.
- B. Provide a minimum of one-hundred twenty (120) days of duty coverage for the Fire Chief per year (average of ten (10) days per month). Each day of duty coverage is twenty-four (24) hours in duration and will generally begin at 0700 hours and end at 0700 hours the following day. During each day of duty coverage, the Deputy Fire Chief shall be available to respond from the designated District fire station to emergencies and other calls for service for which the Fire Chief would ordinarily be dispatched or otherwise respond. The minimum duty coverage shall include four (4) weekend days per month (forty-eight (48) weekend days per year) to be scheduled as a continuous forty-eight (48) hour period on either Friday-Saturday or Saturday-Sunday. Duty coverage days may vary and will be scheduled at the discretion of the Fire Chief.
- C. Assist with the Overhead Team Program.
- D. Assist with District Grants.
- E. Assist with maintaining training guidance for fire suppression personnel.
- F. Assist with community projects and outreach.
- G. Assist with personnel management.
- H. Serve as the Acting Fire Chief in the absence of the Fire Chief.
- I. Perform other lawful duties as assigned by the Fire Chief.

Section 4. Annual Salary. District agrees to pay Employee an annual salary of seventy-eight thousand dollars (\$78,000), payable on a bi-weekly basis in the amount of three-thousand dollars (\$3,000) for services performed under this Agreement. Employee's annual salary includes compensation for the cost and maintenance of any District required uniform items.

Section 5. Exempt Status. Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA") (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or additional compensation for hours worked beyond forty (40) per week.

Section 6. Benefits. Employee shall not receive any medical, dental, vision, disability, life, retirement, deferred compensation, severance or benefits of any kind while employed as the Deputy Fire Chief or upon termination of this Agreement. Employee is covered by the District's worker's compensation program.

Section 7. Vacation, Holidays and Sick Leave. Employee shall not receive any paid vacation leave or holidays. Employee is only entitled to paid sick leave benefits as provided by applicable state law.

Section 8. Term. The term of this Agreement shall be for twelve (12) consecutive months from the Effective Date (“Term”). However, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Fire Chief to terminate the services of Employee at any time subject to Sections 9 and 10. Nor shall anything in this Agreement prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the District subject to Section 11.

Section 9. At-Will Employment. Employee is an at-will employee, serving at the pleasure of the Fire Chief and the District. Accordingly, the Fire Chief may terminate Employee’s employment at any time, with or without cause. Employee does not have a property interest in the Deputy Fire Chief position or any position within the District.

Section 10. Termination by Fire Chief. The Fire Chief may terminate this Agreement and remove Employee from his position as Deputy Fire Chief at any time with or without cause. Within ten (10) days of the Fire Chief’s termination of this Agreement, Employee may make a written request for an administrative appeal in accordance with Government Code section 3254.

Section 11. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least thirty (30) days advance written notice of the effective date of Employee’s resignation, unless the Parties otherwise agree in writing. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts, owed under this Agreement for services performed through the date of voluntary resignation.

Section 12. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

Section 13. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 14. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 16. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 17. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement, which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

Section 18. Venue. Venue for all legal proceedings shall be in the Superior Court in and for the County of Calaveras, in the State of California.

DISTRICT:

EMPLOYEE:

By: _____
Keith Hafley, Chair, Board of Directors

By: _____
Michael Bradford

Date Signed: _____

Date Signed: _____

CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT, COUNTY OF CALAVERAS

STATE OF CALIFORNIA

FEBRUARY 3, 2025

**A RESOLUTION APPROVING BATTALION CHIEF DUTY COVERAGE PAY AND TERMS FOR THE
FIRE DEPARTMENT**

Resolution No. 20250203B

WHEREAS, the Fire Department has reviewed and determined the need for appropriate Battalion Chief Duty Coverage to ensure sufficient staffing and operational readiness; and

WHEREAS, the Fire Chief has recommended the following duty coverage pay structure for Battalion Chiefs:

- 24-hour stand-by pay at \$500 per day
- 12-hour stand-by pay at \$250 per day

WHEREAS, the total impact of 52 weekend coverage days at \$500 per day will result in a maximum budgetary impact of \$26,000 per year; and

WHEREAS, the Battalion Chief stand-by coverage can be performed from home for those residing locally, at the discretion of the Fire Chief, to maintain operational efficiency; and

WHEREAS, this coverage is to begin on January 26, 2025, to ensure proper deployment and coordination of staff;

NOW, THEREFORE, BE IT RESOLVED, that Calaveras Consolidated Fire Protection District hereby approves the Battalion Chief Duty Coverage pay as outlined above, effective January 26, 2025.

BE IT FURTHER RESOLVED, that the Fire Chief shall ensure the implementation of these terms in accordance with the operational needs and requirements of the Fire Department.

PASSED AND ADOPTED by Calaveras Consolidate Fire Protection District this 3RD day of February, 2025.

AYES:

NAYES:

ABSENT:

ABSTAIN:

Keith Hafley, Board Chair