

**EMPLOYMENT AGREEMENT  
FOR THE FIRE CHIEF OF THE  
LATHROP-MANTECA FIRE PROTECTION DISTRICT**

**July 11, 2022 – June 30, 2027**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into by the Lathrop-Manteca Fire Protection District (the "District"), a California public agency, and David A. Bramell (the "Fire Chief"), an individual, subject to approval by the Board of Directors of the District (the "Board") at a properly noticed public meeting.

**RECITALS**

WHEREAS, the Board desires to appoint Mr. David A. Bramell to the position of fire chief for the term set forth in this Agreement, and Mr. Bramell desires to serve the District in that capacity; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of employment for the position of fire chief;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

**TERMS AND CONDITIONS**

1.e TERM. This Agreement shall be effective from July 11, 2022 (the "Effective Date")e through and until June 30, 2027 (the "Term"). The parties may agree in writing to extend the Term of this Agreement for an additional term subject to approval by the Board at a properly noticed public meeting. Notwithstanding the foregoing, the Fire Chief acknowledges that he does not have a "property interest" in continued employment with the District and that the obligations of the District to the Fire Chief are solely contractual.

2.e DUTIES. The Fire Chief shall be employed by the District as the Fire Chiefe with full responsibility for the day-to-day management and operation of the District subject to the direction and control of the Board. The Fire Chief shall competently perform and discharge the duties and functions of the Fire Chief according to the highest professional standards and he shall comply with and carry out the District's ordinances, resolutions, and rules and regulations and the laws of the State of California and the United States of America as they apply to the performance of his duties. The Fire Chief shall make regular reports to the Board on his activities as the Fire Chief and he shall keep the Board Chair reasonably informed of his availability at all times.

3.e NO CONFLICTS. The Fire Chief shall devote his full energy, ability, ande productive time to his performance as the District's Fire Chief and he shall not engage in any activity of any kind which would materially interfere with the performance of his duties except as approved by the Board. The Fire Chief shall disclose all outside employment (including self-employment) to the Board, even if it does not appear that the

activity will interfere with the performance of his duties. The Fire Chief shall not engage in any activity which is or may become a conflict of interest with the District or which might create an incompatibility of office as defined under California law.

4.e COMPENSATION. Beginning on the Effective Date, the District shall pay the Fire Chief a base salary of One Hundred Ninety-Seven Thousand and 00/100 dollars (\$197,000.00) per year, which is to be paid at the same intervals and in the same manner as other District employees. Fire Chief shall receive the same percentage cost of living adjustments to Fire Chief's annual base salary as provided to the District's Executive Staff. The Fire Chief acknowledges that he is an exempt employee and thus not subject to the overtime compensation requirements of the Fair Labor Standards Act or any other compensation of any kind except as expressly set forth in this Agreement.

5.e PERFORMANCE REVIEWS. The Board may review the performance of the Fire Chief at any time during the Term of this Agreement in a closed session.

#### 6.e TIME-OFF AND LEAVES.e

6.1 Fire Chief shall be entitled to vacation at the maximum accrual rate, sick leave at the maximum accrual rate, other leaves of absence, and holidays as set forth in Sections 3 through 6 of that Memorandum of Understanding for Members of the Executive Staff of the District for the period July 1, 2020 through June 30, 2023, which may be renewed or extended by the District's Board from time to time. Fire Chief shall provide a report to the Board of his vacation and sick leave accruals (including hours used and remaining) at least semi-annually and the Board may direct him to take vacation at any time during the Term of this Agreement.

6.2. The District shall comply with all local, state, and federal laws relating to the leave rights of employees as made applicable to the Fire Chief.

7.e HEALTH INSURANCE. Fire Chief shall be entitled to health insurance benefits as set forth in Section 1 of that Memorandum of Understanding for Members of the Executive Staff of the District for the period July 1, 2020 through June 30, 2023, which may be renewed or extended by the District's Board from time to time.

8.e RETIREMENT. Fire Chief shall be entitled to retirement benefits as set forth in Section 2 of that Memorandum of Understanding for Members of the Executive Staff of the District for the period July 1, 2020 through June 30, 2023, which may be renewed or extended by the District's Board from time to time.

9.e OTHER BENEFITS. Fire Chief shall be entitled to such other benefits as set forth in Sections 1.5, 7.6, and 9 of that Memorandum of Understanding for Members of the Executive Staff of the District for the period July 1, 2020 through June 30, 2023, which may be renewed or extended by the District's Board from time to time. Additionally, the District shall provide the Fire Chief with a District-owned vehicle and mobile devices for his day-

to-day business use and to enable him to respond to calls and other matters requiring his prompt or immediate attention including afterhours and on weekends.

10.e INDEMNIFICATION. The District shall reimburse the Fire Chief for alle reasonable and necessary expenses incurred in connection with the performance of his duties subject to such procedures as the District may establish for other employees. The District shall indemnify and defend the Fire Chief against any claim, demand, or action arising out of an alleged act or omission occurring in the performance of his duties, except that the District shall have no such duty if he acted or failed to act because of fraud, corruption, or malice, or willfully fails or refuses to conduct the defense of the claim, demand, or action in good faith or to reasonably cooperate with the District in defense of the claim, demand, or action in good faith. The Fire Chief acknowledges that the District cannot pay an award of punitive damages as a matter of law.

11. TERMINATION. This Agreement and the employment of the Fire Chief by the District shall terminate as follows:

11.1. *Automatically.* Termination of this Agreement shall occur automatically and without further action of the Board or otherwise upon the expiration of the Term of this Agreement, the bankruptcy or dissolution of the District, or the death or disability of Fire Chief. "Disability" for purposes of this Section shall mean the inability of Fire Chief, by reason of a physical or mental condition, to perform the essential duties of a Fire Chief for a period of 90 days. The parties acknowledge that Fire Chief's inability to perform the essential duties of a Fire Chief for such a period would constitute an undue hardship on the District.

11.2. *By the Chief.* Fire Chief may terminate this Agreement voluntarily by way of resignation or retirement. Fire Chief shall provide a minimum of forty-five (45) days' written notice of resignation or retirement to the District unless the Parties agree otherwise. In the event Fire Chief voluntary terminates this Agreement, resigns from employment with the District, or retires from District service, Fire Chief shall not be entitled to any severance pay.

11.3. *By the District.* The District may terminate this Agreement upon a four-fifths vote of the Board subject to Fire Chief's rights under the Firefighters Procedural Bill of Rights Act or other applicable law. At Fire Chief's option, the District shall be deemed to have constructively terminated him if it unilaterally reduces his base salary or any other material benefit provided for in this Agreement, unless the reduction is pursuant to a District-wide furlough or related action.

11.4. *For Cause.* The District may terminate this Agreement for cause as defined in this Section 11.4 upon approval of the District's Board. The District's Board may, in its sole discretion, place Fire Chief on paid or unpaid administrative leave until resolution. If the District's Board terminates this Agreement and services of Fire Chief hereunder for cause, the District shall have no obligation to pay severance. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause:

- 1.o Conviction of a felony; oro
- 2.o Conviction of a misdemeanor arising out of Fire Chief's duties undero this Agreement and involving a willful or intentional violation of lawo or the punishment for which includes a prohibition against holdingo public office or public employment; oro
- 3.o Willful abandonment of duties; oro
- 4.o A pattern of repeated, willful, and intentional failure to carry outo materially significant and legally constituted policy decisions of theo District's Board; oro
- 5.o Any other action or inaction by Fire Chief that materially ando substantially impedes or disrupts the performance of the District, iso detrimental to employee safety or public safety, violates properlyo established District policies, rules, or procedures, adversely affects theo reputation of the District, its officers or employees, or otherwise has ao substantial adverse effect on the District's interests.o

"For Cause" shall not mean a mere loss of support or confidence of theo District Board.o

11.5. Fire Chief acknowledges that, in the event that he is convicted of a crime involving abuse of his office or position, he must reimburse the District for certain payments or expenditures under Government Code sections 53243 and 53243.1 through 53243.4.

11.6. *Merger or Consolidation.* In the event that the District merges into or is consolidated with another agency, and Fire Chief does not accept an offer of comparable employment with the successor agency, the termination shall be treated the same as a voluntary resignation by Fire Chief under Section 11.2, above. If there is no offer of comparable employment made by the successor agency, the termination shall be treated the same as a dissolution of the District under Section 11.1, above.

12.o SEVERANCE. In the event that the District terminates under Section 11.3,o above, the Fire Chief shall be entitled to a severance equal to his base salary for the months remaining on the Term not to exceed six (6) months and, except as otherwise provided by this Agreement or by law, he shall be precluded from recovering anything else of value from the District by reason of the termination. The parties acknowledge the provisions of Government Code section 53260, which are in relevant part:

(a)All contracts of employment between an employee and a local agencyo employer shall include a provision that provides that regardless of the termoo of the contract, if the contract is terminated, the maximum cash settlemento that an employee may receive shall be an amount equal to the monthly salaryo of the employee multiplied by the number of months left on the unexpiredo term of the contract [except that:]o

(1) If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. []

(c) The cash settlement formulas described in subdivision (a) are maximum amounts that may be paid by a local agency employer to an employee and not a target or example of the amount of the cash settlement to be paid by a local agency employer to an employee in all contract termination cases.

13. NOTICES. Any notice to be given by either party to the other shall be in writing and shall be considered transmitted either by personal delivery, overnight mail, or by mail, registered or certified, postage pre-paid when return receipt requested and properly addressed as follows:

To District: Lathrop-Manteca Fire Protection District  
19001 Somerston Parkway  
Lathrop, CA 95330

To Fire Chief: David A. Bramell



14. METHOD OF AMENDMENT. No amendments to this Agreement may be made except in writing signed and dated by the District and Fire Chief, which amendment shall require approval of the District Board.

15. GENERAL PROVISIONS

15.1 *Waiver*. The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15.2 *Severability*. In the event that any provision of this Agreement is held or determined to be void or unenforceable by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void or unenforceable are wholly inseparable.

15.3 *Disputes*. Any litigation between the parties arising out of this Agreement shall be brought in San Joaquin County, California, and shall be resolved in accordance with the laws of the State of California. The Fire Chief waives any removal rights he may have under Code of Civil Procedure section 394.

15.4 *Interpretation*. The parties have had a sufficient opportunity to review and negotiate this Agreement and, whether or not they have done so, to consult with legal

counsel of their choosing before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party.

15.5 *Assignment.* Fire Chief may not assign or transfer any rights granted or obligations assumed under this Agreement.

15.6 *Sole Agreement.* This Agreement constitutes the sole and entire agreement between the parties relating to the employment of the Fire Chief by the District and supersedes, replaces, and subsumes any and all obligations under all prior agreements as of the Effective Date. The parties acknowledge that they are not entering into this Agreement in reliance on any agreement, promise, arrangement, representation, or understanding, whether written or oral, which is not fully expressed herein. This Agreement may only be modified by the parties in writing.

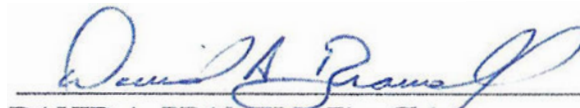
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below.

Dated: June 16<sup>th</sup>, 2022



LATHROP-MANTECA FIRE PROTECTION DISTRICT  
By: Jeremy Coe, Chair of the Board of Directors

Dated: JUNE 14, 2022



DAVID A. BRAMELL, Fire Chief