

AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of July 18, 2024, by and between the Kensington Fire Protection District (“District” or “Employer”) and Mary Morris-Mayorga (“Employee”), subject to the following terms and conditions.

RECITALS

This Agreement is made and entered with respect to the following facts:

- A. Employer is a public agency and fire protection district organized and existing under and pursuant to the Fire Protection District Law (Health & Safety Code, §13800, *et seq.*) .
- B. Employer desires to hire Employee, who is presently serving as the Interim General Manager, for the position part-time General Manager and to provide compensation on an hourly basis beginning July 18, 2024, subject to the following terms and conditions.
- C. Employee desires to accept such at-will employment subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

AGREEMENT

1. Employment.

1.1 General Manager. Employer hereby hires Employee as its part-time General Manager effective July 18, 2024. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as General Manager shall serve at the pleasure of the District Board of Directors.

2. Term Of Employment. The term of this Agreement shall commence July 18, 2024 and shall continue for two (2) years from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 11.

3. Employee’s Duties Scope.

a. Employee shall serve as Employer’s part-time General Manager, and shall perform the functions and duties specified in applicable state laws and the District’s Policy Manual, Employee Handbook, and Operations Manual, as the same may be amended from time to time.

b. Employee shall perform other legally permissible functions and duties as the District Board of Directors may assign from time to time pursuant to formal action, including assignments given by an individual or committee pursuant to authority delegated by the Board of Directors by formal action.

c. "Formal action" for this purpose shall mean a motion, resolution, or ordinance approved or adopted by the Board of Directors in accordance with its policies.

d. As General Manager, except when the Board of Directors has designated an Acting General Manager by formal action, Employee shall have full power and authority to manage and conduct District business.

e. Employee shall render their best professional services and skills for the benefit of the District. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator. Employee agrees to devote sufficient and adequate time, ability, attention, energy, knowledge, and skills to the performance of their duties under this Agreement and, except as provided herein, to remain in the exclusive employ of District during the Term of this Agreement.

3.2 Conflicts. Employee shall not engage in any activity that is or may become a legal conflict of interest or a legally prohibited contract, or that does or may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

3.3 Schedule.

a. While it is anticipated that Employee will normally work an approximately twenty-four (24) hour work week, it is expected, due to the nature of the job, that from time to time such hours per week will be exceeded.

b. Additional time beyond the District's normal business hours will be required, including, but not limited to, time in connection with attendance at evening meetings, outside of normal business hours.

c. Employee represents that any current additional activities will not interfere with their duties as General Manager.

d. Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

3.4 Exempt Position. The position of General Manager is exempt under the Fair Labor Standards Act.

3.5 Board Members. No Board Member shall interfere with the execution of Employee's duties, or order, directly or indirectly, Employee to appoint or remove any person to or from any office or employment of the District, except in accordance with applicable District policies. Individual Board Members shall address any District employees and contract services under Employee's management solely through Employee, and no individual Board Member shall give orders to any subordinate of the Employee, either publicly or privately, except as permitted by the Employee.

3.6 Location. Except as stated herein, it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities.

a. Notwithstanding the foregoing, it is understood by the parties that, at the time of execution of this Agreement, the District does not have suitable office space at its facilities to provide Employee with an office. Until such time the District provides a dedicated facility for the performance of Employee's routine duties, Employee may perform such work remotely. Employee shall be available to meet with members of the Board of Directors, employees, contractors, members of the public, representatives of other agencies, and other individuals having an interest in District business at a District facility on a by-appointment basis.

b. Employee shall attend and administer all regular and special meetings of the Board of Directors or its committees in person, except that the District agrees to allow occasional telephonic or virtual attendance at such meetings in order to minimize Employee's travel for meetings without extensive agendas.

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c. Employee shall use such equipment exclusively for District business once received and shall not conduct District business using person cellular phones or computers.

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agreed upon, the District's Employee Handbook, as the same may be amended from time to time, shall govern reimbursement of Employee's business mileage.

4. Compensation. As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following compensation unless and until this Agreement is terminated as hereinafter provided:

4.1 Hourly Pay. Employee shall be paid at a rate of one-hundred-twenty-three dollars and zero cents (\$123.00) per hour for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. For reference purposes only, the hourly pay rate would reflect a fulltime equivalent annual salary of two hundred fifty-five thousand eight hundred forty dollars and zero cents (\$255,840.00) per year (\$123.00 times 2,080 hours). Employee shall provide the Finance Committee with a report of hours worked in fifteen-minute increments by way of a twice-monthly timesheet. Report shall include such details as required by formal action of the Board of Directors. Compensation shall be paid twice per month in accordance with District policies or as established by the Board of Directors.

4.2 Deductions. Taxes and other legally required deductions will be deducted from Employee's compensation under this Agreement.

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a. It is expected that the position of General Manager will be a sixty-percent full-time equivalent (60% FTE) and that the duties and responsibilities of the General Manager position will require twenty-four (24) hours per week. District recognizes that the duties and responsibilities of the position may require Employee to work additional time periodically due to specific events and tasks.

b. Advance permission is hereby given to work up to thirty-two (32) hours per week (80% FTE) when workload and circumstances warrant it. Except in the event of an emergency, employee shall have no right to compensation for hours worked in excess of the foregoing limits in this section unless prior written approval was granted by the Board President or as otherwise established by formal action of the Board.

4.4 Annual Cost-Of-Living Increase. On the anniversary date of this Agreement, and every year thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month (12) percent change for San Francisco-Oakland-Hayward, California CPI-U for June of the then-current calendar year.

4.5 Annual Performance Review. On or before the anniversary date of this Agreement, and each year thereafter, the Board of Directors shall conduct a formal performance evaluation of Employee. Board and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time of the annual review, if the Board, in its sole discretion, concludes that Employee has performed exemplary service as General Manager, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time, of not more

than five percent (5%) of Employee's hourly rate prior to any increase pursuant to Section 4.4 for the current calendar year.

4.6 Amendment. Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

4.7 No Overtime. Employee shall not be entitled to receive payment or credit, and Employer shall not pay or credit Employee, for overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement.

5. Employee Benefits. As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following benefits unless and until this Agreement is terminated as hereinafter provided. Employer shall pay Employee one-thousand dollars and no cents (\$1,000.00) per month as taxable income upon satisfactory proof of health coverage as cash in lieu of benefits for health insurance, dental plan, and life insurance policy. If at any time the District offers health, dental, and/or life insurance benefits to employees through an Employer-sponsored plan, Employee shall be eligible to participate in such plan and the cash in lieu of benefits provided under this paragraph will be discontinued, unless Employee is prohibited by law from participating in the Employer-sponsored plan.

6. Vacation Leave. Upon commencement of employment, Employee shall accrue paid vacation leave at the rate of zero point zero five eight (.058) hours per hour worked up to ninety (90) hours of vacation leave per year. Once the maximum vacation accrual is reached, further accrual shall cease. Accrued and unused vacation time shall carry over to the following year. Accrued but unused vacation leave will be paid in full upon termination of Employee at the current hourly rate. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to six (6) hours of vacation leave per day.

7. Sick Leave. Upon commencement of employment, employee shall accrue sick leave at the rate of one (1) hour per thirty (30) hours worked. Employee may utilize sick leave after the first ninety (90) days of employment. Any unused sick leave days at the time of Employee's termination shall be forfeited and shall not be paid upon termination. Accrued and unused sick leave shall carry over to the following year. Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave. Employee may use up to six (6) hours of sick leave per day.

8. Holidays. District will provide Employee with eleven and a half (11.5) paid holidays annually in accordance with District policies. For the purpose of holiday pay, one "day" shall mean six (6) hours and one "half day" shall mean three (3) hours.

9. Jury Duty Leave. In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to six (6) hours up to twenty-four (24) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this Section, Employee must give

Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

10. No Other Benefits. Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

11. At-Will Employment; Termination. It is specifically understood and agreed that Employee serves at the pleasure of the District Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of District, in its sole discretion, with or without cause, subject to the following:

11.1 For Cause. If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as General Manager, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

11.2 Incapacity. Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the General Manager duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

11.3 By Employee. Employee may terminate this Agreement and resign their employment at any time, for any reason, upon two (2) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the two (2) month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from their position as General Manager, or to permit Employee to remain in the position of General Manager for all or any part of the two (2) month notice period. If Employer elects to immediately remove Employee from their position as General Manager, or to remove Employee from their position as

General Manager before the expiration of the two (2) month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of General Manager for the two (2) month period. If Employer requests that Employee continue to perform the duties of General Manager during the two (2) month notice period and Employee fails or refuses to do so, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of them as General Manager pursuant to this Agreement.

11.4 Severance. Unless Employee is terminated for cause, Employer shall pay Employee an amount equal to three (3) months of gross pay as severance compensation (“Severance Compensation”) in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. All such gross pay shall be subject to usual state and federal withholding. Said payment of Severance Compensation shall be conditioned upon Employee executing a waiver and release agreement forever releasing and waiving any and all claims against the District in a form acceptable to the District. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee’s employment. Employee shall not be entitled to receive any Severance Compensation if Employee resigns their employment with Employer. California Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

11.5 Elections. Employee shall not be terminated without cause during the thirty (30) day period preceding or following any District election for membership on the Board of Directors, or during the ninety (90) day period following any change in membership of the Board of Directors.

12. Waiver and Release Concerning Additional Compensation. The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Section 4 and Section 5, above, concerning Employee’s performance as General Manager. Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System (“PERS”) concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

13. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”)

under the District's policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

14. Waiver and Release of Unknown Claims. By signing this Agreement Employee understands and agrees that the waivers and releases specified in Section 12 and Section 13, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the District arising from the performance of this Agreement concerning Additional Compensation and procedural rights thereof, including those which Employee does not know or suspect to exist in Employee's favor at the time of executing this Agreement which, if known by Employee would have materially affected this Agreement. Employee specifically waives their rights under Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

15. Indemnification for PERS Benefits and Liability. In the event a court of competent jurisdiction or an authorized PERS representative determines Employee to be eligible for enrollment in PERS as an employee of the District, or determines Employee and/or District to be liable for costs, expenses, penalties or other PERS-related liability arising from or related to Employee's performance as General Manager pursuant to this Agreement, Employee shall indemnify, defend and hold District harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Employee, as well as for the payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the District.

16. Employer Property. All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee's employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee's possession or under Employee's control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee's employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer's building, all passwords and other methods of gaining access to Employer's premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 *et seq.* Employer shall be represented by the Board President, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee.

16.1 Assignment. This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16.2 Entire Agreement. This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

16.3 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by District and Employee.

16.4 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Indemnification. Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as General Manager. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government Code Section 53243.4.

18. Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

19. Headings. The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

20. Cooperation. Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

21. Waiver Of Breach. No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

22. Notices. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707
Attention: Board President

(2) Mary Morris-Mayorga



Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

Mary Morris-Mayorga

By: Daniel Levine, President

5483791.6

AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

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b. Advance permission is hereby given to work up to thirty-two (32) hours per week (80% FTE) when workload and circumstances warrant it. Except in the event of an emergency, employee shall have no right to compensation for hours worked in excess of the foregoing limits in this section unless prior written approval was granted by the Board President or as otherwise established by formal action of the Board.

4.4 Annual Cost-Of-Living Increase. On the anniversary date of this Agreement, and every year thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month (12) percent change for San Francisco-Oakland-Hayward, California CPI-U for June of the then-current calendar year.

4.5 Annual Performance Review. On or before the anniversary date of this Agreement, and each year thereafter, the Board of Directors shall conduct a formal performance evaluation of Employee. Board and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time

of the annual review, if the Board, in its sole discretion, concludes that Employee has performed exemplary service as General Manager, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time, of not more than five percent (5%) of Employee's hourly rate prior to any increase pursuant to Section 4.4 for the current calendar year.

4.6 Amendment. Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

4.7 No Overtime. Employee shall not be entitled to receive payment or credit, and Employer shall not pay or credit Employee, for overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement.

5. Employee Benefits. As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following benefits unless and until this Agreement is terminated as hereinafter provided. Employer shall pay Employee one-thousand dollars and no cents (\$1,000.00) per month as taxable income upon satisfactory proof of health coverage as cash in lieu of benefits for health insurance, dental plan, and life insurance policy. If at any time the District offers health, dental, and/or life insurance benefits to employees through an Employer-sponsored plan, Employee shall be eligible to participate in such plan and the cash in lieu of benefits provided under this paragraph will be discontinued, unless Employee is prohibited by law from participating in the Employer-sponsored plan.

6. Vacation Leave. Upon commencement of employment, Employee shall accrue paid vacation leave at the rate of zero point zero five eight (.058) hours per hour worked up to ninety (90) hours of vacation leave per year. Once the maximum vacation accrual is reached, further accrual shall cease. Accrued and unused vacation time shall carry over to the following year. Accrued but unused vacation leave will be paid in full upon termination of Employee at the current hourly rate. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to six (6) hours of vacation leave per day.

7. Sick Leave. Upon commencement of employment, employee shall accrue sick leave at the rate of one (1) hour per thirty (30) hours worked. Employee may utilize sick leave after the first ninety (90) days of employment. Any unused sick leave days at the time of Employee's termination shall be forfeited and shall not be paid upon termination. Accrued and unused sick leave shall carry over to the following year. Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave. Employee may use up to six (6) hours of sick leave per day.

8. Holidays. District will provide Employee with eleven and a half (11.5) paid holidays annually in accordance with District policies. For the purpose of holiday pay, one "day" shall mean six (6) hours and one "half day" shall mean three (3) hours.

9. Jury Duty Leave. In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to six (6) hours up to twenty-

four (24) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this Section, Employee must give Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

10. No Other Benefits. Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

11. At-Will Employment; Termination. It is specifically understood and agreed that Employee serves at the pleasure of the District Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of District, in its sole discretion, with or without cause, subject to the following:

11.1 For Cause. If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as General Manager, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

11.2 Incapacity. Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the General Manager duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

11.3 By Employee. Employee may terminate this Agreement and resign their employment at any time, for any reason, upon two (2) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the two (2) month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from their position as General Manager, or to permit Employee to remain in the position of General Manager for all

or any part of the two (2) month notice period. If Employer elects to immediately remove Employee from their position as General Manager, or to remove Employee from their position as General Manager before the expiration of the two (2) month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of General Manager for the two (2) month period. If Employer requests that Employee continue to perform the duties of General Manager during the two (2) month notice period and Employee fails or refuses to do so, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of them as General Manager pursuant to this Agreement.

11.4 Severance. Unless Employee is terminated for cause, Employer shall pay Employee an amount equal to three (3) months of gross pay as severance compensation (“Severance Compensation”) in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. All such gross pay shall be subject to usual state and federal withholding. Said payment of Severance Compensation shall be conditioned upon Employee executing a waiver and release agreement forever releasing and waiving any and all claims against the District in a form acceptable to the District. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee’s employment. Employee shall not be entitled to receive any Severance Compensation if Employee resigns their employment with Employer. California Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

11.5 Elections. Employee shall not be terminated without cause during the thirty (30) day period preceding or following any District election for membership on the Board of Directors, or during the ninety (90) day period following any change in membership of the Board of Directors.

12. Waiver and Release Concerning Additional Compensation. The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Section 4 and Section 5, above, concerning Employee’s performance as General Manager. Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System (“PERS”) concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

13. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers,

attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”) under the District’s policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

14. Waiver and Release of Unknown Claims. By signing this Agreement Employee understands and agrees that the waivers and releases specified in Section ~~1211~~ and Section ~~1312~~, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the District arising from the performance of this Agreement concerning Additional Compensation and procedural rights thereof, including those which Employee does not know or suspect to exist in Employee’s favor at the time of executing this Agreement which, if known by Employee would have materially affected this Agreement. Employee specifically waives their rights under Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

15. Indemnification for PERS Benefits and Liability. In the event a court of competent jurisdiction or an authorized PERS representative determines Employee to be eligible for enrollment in PERS as an employee of the District, or determines Employee and/or District to be liable for costs, expenses, penalties or other PERS-related liability arising from or related to Employee’s performance as General Manager pursuant to this Agreement, Employee shall indemnify, defend and hold District harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Employee, as well as for the payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the District.

16. Employer Property. All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee’s employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee’s possession or under Employee’s control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee’s employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer’s building, all passwords and other methods of gaining access to Employer’s premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 *et seq.* Employer shall be represented by

the Board President, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee.

16.1 Assignment. This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16.2 Entire Agreement. This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

16.3 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by District and Employee.

16.4 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Indemnification. Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as General Manager. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government Code Section 53243.4.

18. Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

19. Headings. The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

20. Cooperation. Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

21. Waiver Of Breach. No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

22. Notices. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707
Attention: Board President

(2) Mary Morris-Mayorga

[REDACTED]
[REDACTED]

Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

Mary Morris-Mayorga
5483791.6

By: ~~Julie Stein~~ Daniel Levine, President