

EMPLOYMENT CONTRACT FOR FIRE CHIEF

EL DORADO HILLS COUNTY WATER DISTRICT, alternatively referred to as EL DORADO HILLS FIRE DEPARTMENT, located at 1050 Wilson Boulevard, El Dorado Hills, California 95762 (hereinafter referred to as the Employer), and MICHAEL S. LILIENTHAL, whose business address is 1050 Wilson Boulevard, El Dorado Hills, California 95762 and whose personal address is on file with Employer (hereinafter referred to as the Employee), in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. TERM OF EMPLOYMENT

Agreement Term

Section 1.01. The Employer hereby employs Employee and Employee hereby accepts employment with Employer for a period of thirty-six (36) months beginning on May 1, 2025, and continuing through April 30, 2028 (the "Term") unless terminated earlier in accordance with this Agreement.

Earlier Termination

Section 1.02. This Agreement may be terminated earlier as hereinafter provided.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Title and Description of Duties

Section 2.01. Employee shall serve as the Fire Chief for the EL DORADO HILLS FIRE DEPARTMENT. In that capacity, Employee shall do and perform all services, acts, or things necessary to fulfill the duties of a Fire Chief. Employee shall at all times be subject to the direction of the Board of Directors and to the policies established by the Board of Directors. Employee shall faithfully discharge his duties as outlined by the Employer adopted Rules and Regulations and operations manual, state and local law, and such ordinances, resolutions, policies and procedures as may be adopted by Employer's Board of Directors from time to time.

Acting Position. The Fire Chief may voluntarily "downgrade" to cover for a Battalion Chief vacancy in staffing if needed. The Battalion Chief overtime rate of pay will be used to calculate the overtime compensation for hours worked.

Deployment Pay. The Department will provide deployment pay for the Fire Chief when assigned to a CalOES deployment under a reimbursement agreement with CalOES. In the event an employee is assigned to a CalOES deployment, the employee will be paid straight time for hours worked outside the regular work week as soon as administratively feasible following completion of their deployment and submission/approval of OES paperwork. Straight time hours will be calculated upon a base rate. The base rate shall be the rate set forth in the salary survey on file with California Governor's Office of Emergency Services, Fire Rescue Division, for the time period of the deployment. Nothing herein shall change or affect the exempt status of the employee.

Loyal and Conscientious Performance of Duties

Section 2.02. Employee agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the duties and obligations required of him.

Devotion of Entire Time to Employer's Business

Section 2.03.

(a) Employee shall devote his entire productive working time, ability and attention to the business of Employer during the term of this contract. The position of Fire Chief is an exempt position without set working hours, as the Fire Chief is expected to be available at all times. Further, although the Fire Chief position's work schedule will vary in accordance with the work required to be performed and in accordance with specific direction by the Board, Employee is expected to be working and present during Employer's regular business office hours, at Board of Director's meetings, and as otherwise necessary to fulfill the obligations of the position of Fire Chief.

(b) During the term of this agreement, Employee shall not engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of Employer's Board President. The expenditure of reasonable amounts of time for permissible outside activities (e.g., educational, charitable, or professional activities) shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement and are authorized in advance by the Board President.

(c) The Employer understands and authorizes the Employee to continue to work as an adjunct professor at Los Rios Community College in the Fire Technology Program.

Political Activity Restrictions

Section 2.04. The parties acknowledge that the position of Fire Chief is, in some ways, inherently political, and that Employee's duties may occasionally require him to engage in arguably political activities instigated by, or for the benefit of, the Department. However, in addition to the limits on political activity established by applicable law, Employee expressly agrees not to engage in personally-motivated political activity during working hours or using Department resources and equipment. Employee further expressly agrees not to use his position as Fire Chief to exert political influence over, or extract monetary contributions from, subordinate employees.

Uniqueness of Employee's Services

Section 2.05. Employee hereby represents and agrees that the services to be performed under the terms of this contract are of a special, unique, unusual and extraordinary character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Employee therefore expressly agrees that Employer, in addition to any other rights or remedies which Employer may possess, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this contract by employee, as permitted by law.

Physical Examinations

Section 2.06. Employee agrees, consistent with existing Employer policy^{11J}, to submit himself annually for a complete physical examination, (including SCBA certification and drug test) by a physician selected by Employer to determine continued fitness for duty. In addition to these requirements, Employee will comply with the terms and conditions of the Employer-adopted Wellness Program.

Annual Performance Evaluation

Section 2.07. Employer shall provide Employee with an annual performance evaluation on or about January 1 of each year. The performance evaluation may include, among other items, a review of the Employer's financial performance, administration, operations, personnel issues and complaints, public input, commendations and complaints, the adequacy of delivery of firefighting and emergency medical services, inter-governmental interfacing, the performance of the Chiefs duties, the attainment or failure to attain Board established goals and objectives, and such other performance criteria as the Board of Directors may from time to time establish.

The performance evaluation shall also provide the Board an opportunity to establish goals and objectives for the chief to accomplish in the ensuing year and/or to check the progress on meeting longer term goals and objectives.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

General Description

Section 3.01. Employer shall provide Employee with the compensation, benefits and approved business expense reimbursement specified elsewhere in this agreement.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Monthly Salary

Section 4.01. As compensation for the services to be rendered by Employee hereunder, Employer shall pay Employee a gross monthly salary (paid on Employer's regular payroll schedule and subject to applicable payroll taxes and withholdings) for each month of the Term hereof at the rate specified in Schedule A attached to and made part of this agreement. The employee shall be entitled to automatic salary increases matching (on a percentage basis) any adjustments granted to other Unrepresented Management/Safety employees.

ARTICLE 5. EMPLOYEE BENEFITS

Benefits

Section 5.01. Employee shall be entitled to all of the incentive pays and benefits made available to all other administrative/exempt personnel as detailed in the applicable Agreement for unrepresented Management Group (Chief Officers), as that document may be amended from time to time (hereinafter "Summary of Administrative Benefits" or "SAB"). A copy of

the current Summary of Administrative Benefits is attached as Schedule B. Employee (and Family) shall be provided medical, dental and vision coverage post-retirement upon the same terms and conditions and with coverage substantially similar to that provided to sworn administrative/exempt personnel in the applicable SAB, as amended from time to time. Employee's vesting in such post-retirement coverage benefits shall occur in accordance with the schedule set forth in the applicable SAB, and Employee shall receive credit for years of service at prior PERS participating agencies in accordance with the Board-approved vesting schedule. Employee shall also receive credit for prior years of service at a PERS agency for purposes of calculating Longevity Pay. Employee shall accrue sick leave and vacation at the accrual rate set forth in the Summary of Administrative Benefits.

Section 5.02. Employee shall receive vacation at the rate outlined in the SAB, subject to the same limitations and conditions as set forth in the SAB.

ARTICLE 6. BUSINESS EXPENSES

Business Expenses

Section 6.01.

(a) Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in conducting the business of Employer, subject to review and oversight by the Board of Directors and applicable policies.

(b) Each such expenditure shall be reimbursable only if Employee furnishes to Employer adequate records and other documentary evidence for the substantiation of that expenditure.

ARTICLE 7. TERMINATION OF EMPLOYMENT

Termination for Cause

Section 7.01.

(a) Employee understands and expressly agrees that employment as Fire Chief is "AT WILL," that such employment is at the pleasure of the Board of Directors, and that Employee has no property interest in such employment under this agreement. Employer reserves the right to terminate this agreement for cause if employee (1) willfully breaches, or grossly neglects, Employee's duties, or otherwise fails to perform the duties which he is required to perform under the terms of this agreement, or (2) commits acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude. Employee may only be terminated for cause upon the affirmative vote of 3/5 of the Board of Directors. Termination under this provision shall be deemed "for cause."

(b) Employer may at its option terminate this agreement for cause by giving written notice of termination to Employee as required by law, without prejudice to any other remedy to which Employer may be entitled either at law, in equity, or under this agreement. However, such termination shall not be subject to any right of appeal or other due process, except as may be otherwise required by law.

(c) If Employee is terminated for cause, Employee shall not be eligible for any severance benefits nor shall he be eligible for the "Bump Back" rights referenced in Section 7.05 below. There being no right of appeal from such termination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause". If the court determines there was not such substantial evidence, Employee may (upon Employee's compliance with the applicable conditions precedent) receive severance pay provided in this Article, but no other damages or award.

Termination without Cause

Section 7.02.

(a) Employee understands and expressly agrees that employment as Fire Chief is "AT WILL", that such employment is at the pleasure of the Board of Directors, and that Employee has no property interest in such employment under this agreement. The Board may terminate this agreement without cause at any time, upon the affirmative vote of 4/5 of the Board of Directors, subject to Employee's "Bump Back" rights and/or right to severance, as referenced in Section 7.05 below. Termination under this section shall not be considered "for cause."

(b) Subject to applicable law (e.g. the American with Disabilities Act, California Fair Employment and Housing Act, and California Workers Compensation Laws, etc.), Employer reserves the right to terminate this agreement if Employee becomes physically or mentally disabled or otherwise unable to perform Employee's duties under this agreement. Such a termination shall be effected by giving thirty (30) days' written notice of termination to Employee.

(c) This agreement shall be automatically terminated upon the death of Employee, in which event neither party shall have any further obligations hereunder.

Effect of Merger, Transfer of Assets, or Dissolution

Section 7.03.

(a) This agreement shall not be terminated by any voluntary or involuntary dissolution of Employer resulting from either a merger, consolidation or incorporation in which Employer is not the consolidated or surviving entity.

(b) In the event of any such merger, consolidation, incorporation or transfer of assets, Employer's rights, benefits and obligations hereunder shall be assigned to the surviving or resulting entity or the transferee of Employer's assets.

Termination by Employee

Section 7.04. Employee may terminate Employee's obligations under this agreement prior to the term specified herein only by giving Employer at least three (3) months' notice in advance. Employee shall not, during the term of this agreement, accept employment with any other fire or emergency services agency.

**Effect on Compensation / “Bump Back” Rights / Severance
for Termination Without Cause**

Section 7.05. In the event that this agreement is terminated prior to the completion of the term of employment specified herein, Employee shall be entitled to the compensation earned prior to the date of termination up to and including that date. In the event Employee is terminated without cause, employee shall have the following additional rights. If such without cause termination occurs on or before June 22, 2027, Employee shall be entitled to “bump back” to the position of Deputy Chief for the balance of the Term hereof. From and after June 22, 2027, Employee shall be entitled to severance pay equal to the lesser of (a) six (6) months base pay or (b) base pay for the remaining Term of this Agreement. As a condition to exercising his right to either the bump back rights or the severance pay, Employee shall be required to execute and deliver to Employer a Separation Agreement and Release of Claims in form and content satisfactory to Employer.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01 . Any notices to be given by either party to the other shall be in writing and may be transmitted by personal delivery, by first class mail with postage prepaid or by traceable overnight delivery service (e.g. Fed Ex or equivalent). Mailed or overnight delivery notices shall be addressed to Employer at the address appearing in the introductory paragraph of this agreement, and to Employee at Employee's personal residence address on file with Employer, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed or overnight delivered notices shall be deemed communicated as of three (3) days after the date of mailing or deposit with the applicable delivery service.

Section 8.02. Defense & Indemnification. To the extent required by the state law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission in the performance of Employee's duties for the positions specified in this agreement. Employer may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon when, in the judgment of Employer such is the most advisable course of action, but, in any event, will defend and indemnify Employee. This provision shall survive any termination or resignation of the Employee or expiration of this agreement. This paragraph is not intended to provide any rights in excess of those rights provided by state law.

Attorneys' Fees and Costs

Section 8.03. If any legal action based in contract law is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to a court award of reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

Entire Agreement

Section 8.04. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

Modifications

Section 8.05. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Effect of Waiver

Section 8.06. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

Section 8.07. If any provision in 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 without being impaired or invalidated in any way. The invalidity of any provision shall not constitute ground upon which an action, in law or in equity, may be instituted by any party to this agreement. To the contrary, each of the parties hereto has engaged competent counsel to advise it with regard to all matters herein contained. In particular, the Employer provides no representation or guarantee as to the enforceability of Section 7.03.

Law Governing Agreement

Section 8.08. This agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action brought to enforce or interpret this agreement shall be the El Dorado County Superior Court.

Compliance Required with Government Code Sections 53243 *et seq.*

Section 8.09. If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(a) if Employee is or was provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse Employer for such amounts paid;

(b) if the Employer paid or pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse Employer such amounts paid; and

(c) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the Employer shall be fully reimbursed to the Employer, or shall be deemed void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Executed on April 17, 2025 at El Dorado Hills, California.

EMPLOYER

EL DORADO HILLS COUNTY WATER
DISTRICT, alternatively referred to as
EL DORADO HILLS FIRE DEPARTMENT

By:

EMPLOYEE

MICHAEL S. LILIENTHAL



Michael Lilienthal

SCHEDULE A

MONTHLY SALARY

Employee shall be entitled to a monthly salary during the term of this agreement in the amount of TWENTY ONE THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS (\$21,971.00) per month, plus incentive pays, as well as salary increases matching any adjustments granted to other Unrepresented Management/Safety employees.

SCHEDULE B

SUMMARY OF ADMINISTRATIVE BENEFITS

The benefits listed herein are intended to match the benefits provided to unrepresented safety management personnel. Benefit details may be found in the Unrepresented Safety Management Resolution.

Education Incentive (non-stackable):

AA/AS	\$300	per month
BA/BS	\$600	per month
MA/MS	\$900	per month

Certification Incentive Pay (non-stackable):

Company Officer	\$300	per month
Chief Fire Officer	\$600	per month
Executive Chief Officer	\$900	per month

EMT/Paramedic Certification Pay (non-stackable):

EMT Incentive	\$100	per month
Paramedic Incentive	\$200	per month

Longevity Pay:

10 Years of Service	\$3,000	per year
15 Years of Service	\$3,500	per year
20 Years of Service	\$4,000	per year
25 Years of Service	\$4,500	per year
30 Years of Service	\$5,000	per year

Health Insurance:

Department pays up to \$2,850 per month

Cash In-Lieu of Health Insurance

\$500 per month if waive health insurance coverage

Dental/Vision HRA:

Employee Only	\$66.92	District paid to the HRA account per pay period
Employee + 1	\$80.77	District paid to the HRA account per pay period
Employee + Family	\$103.85	District paid to the HRA account per pay period

Dental/Vision Insurance

100% District paid if not enrolled in the HRA account

Retiree Health:

Refer to the Unrepresented Safety Management Resolution for full details.

10 Years	50%
11 Years	55%
12 Years	60%
13 Years	65%
14 Years	70%
15 Years	75%
16 Years	80%

17 Years	85%
18 Years	90%
19 Years	95%
20 Years +	100%

Life Insurance:	\$50,000	Group Life Policy Paid by District
Employee Assistance Program:	100%	Paid by District
Holidays:	12 days	per year
Admin Leave:	10 days	per year
Sick Leave Accrual:	136 hours	per year
Vacation Accrual:	224 hours	per year
Vacation Maximum Accrual *	280 hours	per year

**Time accrued in excess of this limit will be paid out at one hundred percent of employee's base hourly rate during the first full paycheck in December. See the Unrepresented Safety Management Resolution for full details.*

