

**EMPLOYMENT AGREEMENT  
FIRE CHIEF**

This Employment Agreement ("Agreement") is entered into by and between the Central Fire District of Santa Cruz County ("District") and Nigel Miller ("Employee") (collectively referred to as "Parties").

**RECITALS**

WHEREAS, the District, through its Board of Directors ("Board") desires to promote and employ the services of Nigel Miller as the Fire Chief of the District; and

WHEREAS, Employee desires to serve as Fire Chief for the District; and

WHEREAS, Employee currently serves as a Division Chief for the District; and

WHEREAS, it is the desire of the Parties to provide the terms and conditions by which the District shall receive and retain the services of Employee as Fire Chief; and

NOW, THEREFORE, in consideration of the respective mutual covenants herein, the Parties agree as follows:

**SECTION 1: APPOINTMENT AND AT-WILL EMPLOYMENT STATUS**

- 1.1 The Board hereby appoints Employee as Fire Chief for the District. Employee accepts the appointment effective as of the term beginning date set forth below.
- 1.2 Employee acknowledges that he is an at-will employee of the District who serves at the pleasure of the Board of Directors. Employee may be terminated at any time for any lawful reason, pursuant to the provisions of this Agreement. This provision is not intended to limit any rights of Employee under the Firefighters' Procedural Bill of Rights Act (Cal. Government Code Section 3250, et. seq.). Nothing in this Agreement is intended to or does confer upon Employee any right to a property interest in continued employment with the District.

**SECTION 2: TERM**

- 2.1 The District agrees to promote Employee to the position of Fire Chief. The term of this Agreement is from December 20, 2025 ("Commencement Date") through December 31, 2033, or unless otherwise terminated by the Parties pursuant to the provisions in this Agreement.
- 2.2 In the event of a merger, consolidation or contract for service involving the District with another public agency during the term of this Agreement, the Parties agree that any and all of the terms of this Agreement, including but not limited to a reduction in rank from the position of Fire Chief, shall be subject to renegotiation. Should a reduction in rank occur Employee will be returned to his

last permanent rank and position during his employment with Central Fire District of Santa Cruz County.

### **SECTION 3: DUTIES**

- 3.1 Employee shall faithfully, diligently and to the best of Employee's abilities, perform all of the duties of the Fire Chief as required by State law, District rules and regulations and the attached job description. Employee will perform these duties in accordance with the policy direction of the Board. Employee will also perform any additional duties which are assigned by the Board provided such duties are legally permissible and proper. At all times during the term of this Agreement, Employee shall report to the Board.
- 3.2 Employee agrees that Employee has a duty of loyalty to the District and shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the District's business and affairs. Employee shall not engage, without the express prior consent of the Board, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that may cause a conflict of interest with the District or that might otherwise interfere with the business or operations of the District or the satisfactory performance of Employee's duties.
- 3.3 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 comply with the reporting and disclosure obligations required by the Fair Political Practices Commission and any other applicable laws or policies.
- 3.4 In the performance of assigned duties, Employee will conduct himself in a manner that is appropriate for the position of the Fire Chief and that complies with all applicable District policies and procedures.

### **SECTION 4: HOURS OF WORK**

- 4.1 The position of Fire Chief is exempt from overtime under the Fair Labor Standards Act.
- 4.2 Employee will attend all Board meetings or arrange coverage for any reasonable absences, and work from District offices as necessary.
- 4.3 Employee may determine his own work schedule. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Fire Chief position.

### **SECTION 5: COMPENSATION**

- 5.1 Effective the pay period of December 20, 2025, the District will compensate Employee for services rendered under this Agreement at a salary 12 percent above the top step in the Division Chief range,

plus the dollar amount of the any certification pays the Fire Chief would receive if he were a Division Chief. Currently, that amount is \$339,744.48/annually. Such salary shall be paid on the District's normal paydays and in accordance with the District's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions.

- 5.2 Employee shall receive a cost-of-living increase ("COLA") each year commensurate with any COLA provided to the Chief Officers' Association ("COA"). Should the District implement a wage reduction for all employees in a bargaining unit or decline to provide a COLA increase to any bargaining unit, Employee will also not receive a COLA.
- 5.3 The District and Employee agree to conduct an annual compensation review concurrently with the annual performance evaluation set forth in Section 9. The District may approve merit increases or other increases at that time. Any increase beyond a COLA pursuant to Section 5.2 must be approved by a majority of the Board. Unless otherwise provided by the Board, any approved increase or enhancement will be effective the first day of the payroll period following the date of the Board's final approval of the increase or enhancement.
- 5.4 Employee shall not receive overtime payment or any additional compensation for excess hours worked except in the case where hours worked in excess of forty (40) hours per week during times of declared disaster, either State or Federal and only when the District is reimbursed for such time. In such instances, Employee will be compensated for the additional hours worked in connection with the declared disaster at Employee's hourly rate.

## **SECTION 6: PROFESSIONAL DEVELOPMENT**

The District recognizes the need for and encourages Employee to participate in continuing education classes relevant to the Fire Service and to associate himself with industry-related professional organizations. To that end, the District will:

- Provide Employee with 40 hours of leave per calendar year for professional development and education;
- Pay professional dues and subscriptions on behalf of Employee which are reasonably necessary for Employee's participation in national, regional, state or local professional organizations; and
- Pay the travel and expenses of Employee for official travel, meetings and occasions reasonably adequate to continue the professional development of Employee, including but not limited to the annual California Fire District Association meeting. Employee shall be responsible for complying with the District's travel and expense reimbursement policies, including providing copies of all receipts, and will not receive more than the maximum reimbursements provided under those policies.

## **SECTION 7: HEALTH AND WELFARE BENEFITS**

### **7.1 General Terms:**

Except as otherwise provided in this Agreement, Employee shall be eligible to participate in District benefit programs, including medical, dental, life insurance, disability and retirement programs on the same terms as offered to employees in the District's Chief Officer Association, including any amendments to those benefit terms and programs that do not conflict with the expression provisions of this Agreement. The District reserves the right to amend any of the benefit plans or programs described in this section at any time and in accordance with applicable law. If any such amendments would reduce the benefits provided in this Agreement, the Parties agree to discuss application of those amendments to Employee.

Upon retirement or separation for any reason, the Employee may elect to join the Employers group policy for dental, vision and life, but the Employee will be responsible for 100% of the cost.

### **7.2 Health Insurance Benefits:**

The District shall provide medical health insurance to Employee and his dependents through the CalPERS Health Benefits Program and shall pay the monthly premium for the health insurance plan as follows:

Employee may choose any health plan offered by CalPERS. The District will make the following contributions to the monthly premium. If an employee chooses a more expensive plan, they are responsible for paying any amount above the District's share. The difference, if any, will be deducted through the payroll system on a per pay period basis. If an employee chooses a less expensive plan, the employee will not receive the difference in the costs.

The District's contribution will be the same amount that the District contributes toward the COA monthly premium.

Upon retirement from District employment, the Employer shall contribute to the Employee's medical insurance at the same level of coverage as the Employer's Chief Officer Association active members, until the Employee reaches age 65. At age 65 the contribution to the Employee's medical insurance will reduce by half of the amount provided to the Chief Officer Association. If the retiree reduces the number of qualified dependents, the district's contribution will be adjusted to the corresponding benefit tier, with no possibility of future increases.

### **7.3 Dental Insurance Benefit:**

The Employer shall provide dental insurance to Employee and his dependents as provided through Delta Dental Plan of California and shall pay the monthly premium for the dental insurance coverage. The District shall pay for the Delta plan level of coverage which provides for \$2000.00 maximum per year for all active employees and dependents.

7.4 Vision Insurance Benefit:

The Employer shall provide vision care to employee and his dependents. The Employer shall pay the monthly premiums for employee and his dependents.

7.5 Life Insurance Benefits and Long Term Disability Benefits:

The Employer shall pay all premiums on behalf of employee for the Life Insurance and the C.A.P.F.F. Long Term Disability Plan. The life insurance plan will provide a death benefit of \$10,000 for a spouse, and \$5,000 per child.

The life insurance plan will provide the following benefit for employees:

- All employees to age 64           \$100,000.00
- Employees age 65 – 69       \$65,000.00
- Employees age 70 +           \$50,000.00

The C.A.P.F.F. Long Term Disability Plan provides, after a sixty (60) day waiting period, a maximum payout benefit based on the C.A.P.F.F. Long Term Disability Insurance benefit (Plan A).

7.6 Pension Benefits:

Employee is a classic member of CalPERS, with a pension formula of 3% @ 55. Employee shall pay 12% contribution to CalPERS. The District shall pay the employer contribution to CalPERS.

In addition to the basic benefits, and to the extent permitted under CalPERS rules and regulations, Employee shall receive:

- 20042 One Year Final Compensation
- 20965 Sick Leave Credit
- 21427 Increase in Non-Job Related Disability Retirement Allowances
- 21548 Pre-Retirement Optional Settlement 2 Death Benefit
- 21571 1959 Survivor Benefits
- 21572 Increased Level of 1959 Survivor Benefits
- 21573 Third Level of 1959 Survivor Benefits
- 21574 Fourth Level of 1959 Survivor Benefits
- 21024 Military Service Credit as Public Service

**SECTION 8: PERFORMANCE EVALUATION**

8.1 The District will review Employee's performance and set performance goals for Employee on at least an annual basis. Either party may set additional evaluation sessions as needed.

8.2 Employee will schedule the annual performance evaluation, and any other evaluation sessions requested by the Board, pursuant to District agenda procedures.

## SECTION 9: TERMINATION OF EMPLOYMENT

Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated as follows:

9.1 Termination by Employee: Employee may voluntarily terminate employment at any time and agrees to give the District ninety (90) days advance notice unless the Parties otherwise agree in writing. No severance payment under Section 9.3 will be due if Employee voluntarily terminates employment with the District.

9.2 Termination by District: The Board may remove Employee at any time, either with or without Cause, by a 4/5ths majority vote of its members. In the event that the decision is made to remove Employee, the District will provide Employee with written notice of the reason or reasons for removal pursuant to Government Code section 3254, subsection (c). Reasons for removal may include, but are not limited to, incompatibility of management styles, a change in administration or a termination for Cause.

In the event that the employee is removed for any reason other than for Cause, the Employee will be returned to the last permanent rank and position he held during his employment with the District that is vacant at the time of his removal as Fire Chief, and for which he is then qualified.

9.3 Severance: Except as otherwise provided in this Agreement, if Employee is terminated as Fire Chief for any reason other than for Cause, the Employee shall be eligible to receive a severance payment in an amount equal to six (6) months of pay in a lump sum cash payment. This severance payment will be increased by one month for each full year of employment, calculated from January 1<sup>st</sup> to December 31<sup>st</sup> of each year, up to a maximum severance payment of nine (9) months. Employee's eligibility for any severance payment is expressly conditioned upon Employee separating from the District. In addition, payment of severance is contingent upon the Employee's execution of: (1) a waiver and release of any and all of Employee's claims against the District and District employees/officials, and (2) a covenant not to sue the District or any District employees/officials. If Employee elects not to sign the waiver, release and covenant not to sue, Employee will not be eligible to receive any Severance.

Employee is not eligible for severance if he demotes to another position in the District, pursuant to Section 9.2

9.4 Ineligibility for Severance Due to Termination for Cause: If terminated for Cause, Employee shall not be eligible to receive severance under Section 9.3. Termination for Cause requires a 4/5 vote of the Board. "Cause" is defined as:

1. A conviction, plea bargain, judgement or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out significant and legally constituted policy decision of the Board or a persistent and willful violation of properly established rules and procedures;
5. Any act of dishonesty or fraud; or
6. Any other action or inaction by Employee that materially and substantially harms the District's interests.

9.5 Administrative Appeal of Termination: In the event that Employee is terminated, Employee will be provided the right to an administrative appeal before an independent hearing officer appointed by the Board. Such hearing officer, after being presented the information and documentation deemed important by Employee and the District, shall make an advisory recommendation to the Board on the issue of whether there was Cause to separate Employee. Such hearing shall not follow the formal rules of evidence and shall be akin to a *Skelly* meeting. The recommendation shall be provided within thirty (30) days of request by the Board.

9.6 Death or Disability: This Agreement shall terminate automatically without triggering any severance payment obligations, upon death of Employee or upon separation of Employee from employment due to a disability which prevents him from performing the essential functions of the Fire Chief position, even with reasonable accommodations. Neither Employee, nor Employee's heirs, administrators, or assigns shall have any right under this Agreement to salary for periods after such death or disability except as otherwise provided by law.

9.7 Compensation Upon Termination: Upon any separation from employment, Employee will be compensated for all accrued but unused vacation leave and any other leave time that is eligible for payment upon separation under the District's rules and procedures. If Employee retires in lieu of termination for Cause, eligibility for retiree health is at the discretion of the Board.

When separation is Caused by death of Employee, payment of vacation hours shall be made to the estate of such Employee.

#### **SECTION 10: GOVERNMENT CODE SECTION 53243 ET. SEQ**

- 10.1 If the District places Employee on paid leave pending an investigation, Employee shall fully reimburse such pay if he is subsequently convicted of a crime involving an abuse of his office or position.
- 10.2 If the District funds all or part of a legal criminal defense for Employee, Employee shall fully reimburse such funds if Employee is subsequently convicted of a crime involving an abuse of Employee's office or position.
- 10.3 If Employee receives a cash payment under Section 9.3, Employee shall fully reimburse those funds if he is subsequently convicted of a crime involving an abuse of Employee's office or position.

10.4 For purposes of this Section, "abuse of office or position" shall be determined as defined in Government Code Section 53243.4.

## **SECTION 11: OTHER BENEFITS**

### **11.1 Sick Leave:**

Employee shall be entitled to accrue sick leave at the rate of 16 hours for each full month of continuous service. Sick leave may be used for any reason allowed by law and as described in California Labor Code Section 246.5. Unused sick leave hours carry over from year to year.

At the end of each calendar year; a maximum of 96 hours of the annual accumulated sick leave in excess of 1600 hours may be paid at Employee's regular hourly rate of pay in effect on December 31<sup>st</sup>, upon written request from Employee. Payouts will be processed no later than the second full pay period following December 31<sup>st</sup>.

Employee may accumulate an unlimited amount of sick leave hours.

Upon retirement, employee shall either:

- a. Convert the entire balance of his accumulated sick leave to service credit in accordance with the provisions of the Public Employees Retirement Law (California Government Code Section 20965); or
- b. Receive compensation for up to 750 hours of unused sick leave, at the employee's regular rate of pay, and convert their remaining sick leave balance to service credit under California Government Code Section 20965.

Sick Leave Payout shall not be reported to CalPERS for pension calculation.

### **11.2 Vacation Leave: Employee shall earn and accrue vacation time as follows:**

- 9.23 hours per pay period
- Maximum accrual will be 500 hours

Employee shall be permitted to cash out, at their regular rate of pay, up to one hundred fifty (150) hours of accrued vacation time each calendar year.

Vacation hours not taken due to duty-related illness and/or injury or operational needs beyond the Employee's control may be compensated for at the Employee's regular rate of pay at the Board's discretion.

Upon promotion to the rank of Fire Chief vacation hours in excess of the established maximum will be compensated for at the employee's regular rate of pay immediately prior to the promotion.

If Employee incurs a serious injury or illness that requires Employee to be hospitalized or confined while on paid vacation leave, Employee may convert those vacation days to sick leave with pay and vacation days restored accordingly, provided Employee has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

11.3 Holidays:

Employee will be permitted to take off those holidays recognized by the District and on which the District's Headquarters is closed.

11.4 Executive Leave:

Employee shall accrue and be eligible to use Executive Leave as follows:

- a. At the beginning of each calendar year, Employee shall be credited with fifty-six (56) hours of Executive Leave.
- b. Upon separation from employment, Executive Leave hours not used will not be compensated.
- c. Executive Leave shall be taken in the calendar year granted. It shall not be accumulated or carried over to the succeeding year.

11.5 Bereavement Leave:

In the event of a death in Employee's immediate family, Employee shall be granted 40 hours of paid bereavement leave.

Immediate family members are the Employee's spouse or domestic partner, and parents, stepparents, or grandparents, siblings, or children (including grandchildren, stepchildren and adopted children) of Employee or Employee's spouse or domestic partner.

11.6 Physical Fitness Program: Employee may participate in the wellness/fitness program described in the District's Personnel Policy Guidelines Manual.

11.7 Expense Reimbursement: Unless stated otherwise in this Agreement, the District will reimburse or pay such business-related expenses that are incurred and submitted according to the District's normal expense reimbursement procedures or such other procedure as may be designated by the Board.

11.8 District Vehicle: District will provide Employee with a District vehicle for Employee's use in conducting District business. District shall pay all fuel, insurance and maintenance costs for the vehicle. Employee may use the vehicle for incidental personal use only and it may not be used for personal travel while on leave. Generally, vehicle use shall be limited to district business and ancillary uses necessary to accomplish the duties and responsibilities of the Fire Chief position, including commuting to and from work.

11.9 Cellular Telephone: The District shall provide Employee use of a District-issued cell phone for business use.

## SECTION 12: MISCELLANEOUS

12.1 Indemnification: The District 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 any alleged act or omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, the District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

12.2 Bond: The District agrees to pay the cost of any fidelity or other bond required by law for the Fire Chief position.

12.3 Notices: Any notices to be given hereunder shall be served as follows:

To the District:	To Employee:
Board Chair	Nigel Miller
Central Fire District of Santa Cruz County	Address on File with the District
930 17th Avenue	
Santa Cruz, CA 95062	

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Notices delivered by mail shall be deemed communicated as of the date of postmark.

12.4 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and contains all agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

12.5 Amendments: This Agreement may be amended by mutual agreement, in writing, of the Parties.

12.6 Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement or portion thereof, shall be deemed severable, and shall remain in full force and effect. The Parties shall discuss what, if any, amendments to make to this agreement if any portion of it is held unconstitutional, invalid or unenforceable by a court of law.

12.7 Governing Law: This Agreement shall be governed and enforced according to the laws of the State of California.

12.8 Employee's Independent Review: Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representation or promises

other than those contained in this Agreement. Each party will bear its/his own costs including attorneys' fees in connection with the negotiation and execution of this Agreement.

12.9 Effective Date: This Agreement shall be effective commencing December 20, 2025.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date and year last written below.

On Behalf of the District

Employee

  
\_\_\_\_\_  
Chair, Board of Directors

  
\_\_\_\_\_  
Nigel Miller, Fire Chief

Oct. 9 2025  
Date

OCT. 9 2025  
Date