



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Pro Tem & Council Members

FROM: Gregory B. Wellman, Interim City Manager

DATE: October 5, 2022

SUBJECT: Employment Agreement for Fire Chief – Paul Tualla

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council approve a Resolution accepting and approving the Employment Agreement for Fire Chief with Paul Tualla.

Discussion:

In light of the retirement of the former Fire Chief, the City went through a comprehensive recruitment and screening process to identify the best-qualified candidate to the Fire Chief position, for which Paul Tualla has been selected by the Interim City Manager to be the City's next Fire Chief. Pursuant to the City Manager's appointment authority under the Los Banos Municipal Code Section 2-3.115 the City Manager has evaluated Mr. Tualla's knowledge, experience, administrative skills, and ability to serve as the City's Fire Chief, and has determined that the Mr. Tualla has the necessary education, experience, skills and expertise to serve as the City's Fire Chief.

Mr. Tualla's Employment Agreement includes the following key provisions:

- Effective date: November 1, 2022
- Base salary: \$172,584 (\$14,382 per month)
- Medical / dental / vision / life insurance packages to the same extent as other exempt management employees hired on or after April 1, 2010
- Retirement: Contribute seven percent (12%) of Employee's reportable wages to the California Public Employees' Retirement System (CalPERS) for the 3% at age 55 formula.

- Retirement Health Savings Plan. Contribute \$75 per month toward a Health Savings Plan.
- Vacation Leave: Accrual of one-hundred twenty (120) hours of annual vacation leave each year of employment, accruing ten (10) hours a month, and accumulate a maximum of two-hundred forty (240) hours. Employee shall be entitled to any vacation buyback program applicable to other exempt management employees.
- Education Incentive Pay: \$225 per month for MA/MS
- Bilingual Incentive Pay: If eligible, Employee shall be entitled to bilingual incentive pay in accordance with the following formula: \$50 per month for Basic Verbal Skills; or \$100 per month for Comprehensive Verbal Skills; or \$150 per month for Written presentation Skills
- Administrative Leave: Ten (10) workdays off, with full salary and benefits, during every fiscal year of employment. Every July 1st, eighty (80) hours are accrued and may not be carried over. Employee will receive a pro-rated amount based on hire date.
- City Vehicle: Employee shall be provided a city vehicle for City-related business and/or functions during, before and after normal work hours.
- Uniform Allowance: City shall budget and shall provide and maintain the required uniforms and equipment in accordance with the Los Banos Fire Department standards and will report uniform expenses to CalPERS in accordance with applicable regulations.
- Certificate Pay: To the same extent as other Los Banos Fire Department employees as follows: \$50 per month for a State of California Firefighter II Certificate, or \$100 per month for a State of California Fire Marshall Fire Officer Certificate

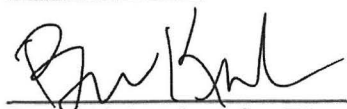
As Fire Chief, Mr. Tualla will be responsible to plan, organize, direct and review the activities and operations of the Fire Department including fire suppression, hazardous material mitigation, fire and life safety, code compliance, emergency medical services and administrative support services; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

This at will employment agreement has been reviewed and approved by the City Attorney.

Fiscal Impact:

This at will employment agreement is projected to cost the City of Los Banos approximately \$21,025 a month.

Reviewed by:



Brent Kuhn, Interim Finance Director

Attachments:

Resolution/Employment Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS RATIFYING THE INTERIM
CITY MANAGER'S APPROVAL OF THE
EMPLOYMENT AGREEMENT WITH THE FIRE
CHIEF PAUL TUALLA**

WHEREAS, the City is in need of the services of a Fire Chief and the City has engaged in a comprehensive recruitment and screening process to identify the best qualified candidate to fill the Fire Chief position; and

WHEREAS, after conclusion of the recruitment process, Interim City Manager has selected Paul Tualla as the City's next Fire Chief and has negotiated the terms of his employment agreement; and

WHEREAS, pursuant to his appointment authority under the Los Banos Municipal Code Section 2-3.115 the City Manager has evaluated Paul Tualla's knowledge, experience, administrative skills, and ability to serve as the City's Fire Chief, and has determined that he has the necessary education, experience, skills and expertise to serve as the City's Fire Chief; and

WHEREAS, the City desires to employ Paul Tualla as the Fire Chief; and

WHEREAS, Paul Tualla desires to accept the employment as Fire Chief; and

WHEREAS, the parties desire to enter into a written agreement setting forth the terms and conditions of Paul Tualla's employment as Fire Chief; and

WHEREAS, the City Attorney has reviewed the Fire Chief Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Los Banos hereby ratifies the Interim City Manager's selection and appointment of Paul Tualla for the position of Fire Chief pursuant to the City Manager's appointing power under Los Banos Municipal Code Section 2-3.115, and the City Council hereby approves the Employment Agreement for Paul Tualla to serve as Fire Chief of the City of Los Banos as presented in Exhibit A.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5th day of October 2022, by Council Member ____ who moved its adoption, which motion was duly seconded by Council Member ____ and the Resolution adopted by the following vote:

AYES: Council Members
NOES:
ABSENT:

APPROVED:

Kenneth Lambert, Mayor Pro Tem

ATTEST:

Lucille L. Mallonee, City Clerk

EXHIBIT A

**CITY OF LOS BANOS
EMPLOYMENT AGREEMENT
Department Head – Fire Chief**

This Employment Agreement ("Agreement") is made and entered into as of this ____ day of September 2022, by and between the City of Los Banos, a municipal corporation, (hereinafter the "City"), and Paul Tualla, (hereinafter "Employee").

RECITALS

1. The City is in need of the services of a Fire Chief and the City has engaged in a comprehensive recruitment and screening process to identify the best-qualified candidate to fill the Fire Chief position.
2. Pursuant to his appointment authority under the Los Banos Municipal Code Section 2-3.115 the City Manager has evaluated Employee's knowledge, experience, administrative skills, and ability to serve as the City's Fire Chief, and has determined that the Employee has the necessary education, experience, skills and expertise to serve as the City's Fire Chief.
3. The City desires to employ Employee as the Fire Chief.
4. Employee desires to accept the employment as Fire Chief.
5. The parties desire to enter into a written agreement setting forth the terms and conditions of Employee's employment as Fire Chief.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Appointment and Employment

The City Manager hereby appoints Employee as the Fire Chief of the City of Los Banos pursuant to the City Manager's appointing power under Los Banos Municipal Code Section 2-3.115, and the City Council hereby approves this Agreement for Employee to serve as Fire Chief of the City of Los Banos.

2. Term of Employment

(a) This Agreement shall become effective as of November 1, 2022 and continue until terminated as provided for in this Agreement.

3. Salary and Benefits

(a) Salary: City agrees to pay Employee an annual base salary of \$172,584 (\$14,382 per month) payable in equal semi-monthly installments at the same time and in the same manner that

other City employees are paid. This salary shall be effective as of November 1, 2022. Subject to a satisfactory annual performance evaluation (in accordance with Section 6 herein), the City Manager may grant, in their sole discretion, an increase in the annual base salary.

The annual base salary may only be reduced at the same time and in the same percentage as any across-the-board reduction that is imposed upon other management employees in the City.

(b) Cost of Living Adjustment: Employee shall be entitled to the same percentage cost of living adjustment (COLA) as other Unrepresented/Miscellaneous Employees.

(c) Except as otherwise provided in this Agreement, Employee shall be entitled to receive all benefits as they now exist or may hereinafter be provided to other Management employees of the City as set forth in the Los Banos Personnel Policy Manual, including any changes or modifications to said benefits. Eligibility and benefits will be as determined by the applicable laws, regulations and plan documents.

(1) Medical / Dental / Vision / Life Insurance: Employee shall be provided medical / dental / vision / life insurance packages to the same extent as other exempt management employees hired on or after April 1, 2010 [*Employee hire date is November 1, 2022*]. Benefit levels and eligibility for benefits are defined in the contracts between the insurance providers and the City. (See, Section 5005 Los Banos Personnel Policy).

Employees who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive a Cafeteria Plan Allowance of \$485 per month, of which part must be used to enroll in mandatory life insurance, dental insurance and vision insurance coverage. (See, Section 5005 B 5 Los Banos Personnel Policy).

(2) Retirement: Employee must contribute seven percent (12%) of Employee's reportable wages to the California Public Employees' Retirement System (CalPERS) for the 3% at age 55 formula. The terms of the contract between the City and CalPERS shall govern the eligibility for and level of benefits, if any, to which Employee is entitled. Employee contribution to CalPERS is tax deferred. (See, Section 5005 C Los Banos Personnel Policy).

(3) Retirement Health Savings Plan. When eligible, Employee will be enrolled in City's Retirement Health Savings Plan. Employee must contribute \$75 per month toward a Health Savings Plan. Employer will also contribute \$75 per month to the plan. (See, Section 5005 E Los Banos Personnel Policy).

(4) Deferred Compensation: Employee may participate at his/her own expense in the City's deferred compensation. (See, Section 5005 G Los Banos Personnel Policy).

(5) Tuition Reimbursement: Tuition (education related expenses) will be reimbursed in accordance with policy upon successful completion of courses up to \$3,000.00 per fiscal year. (See, Section 5005 I, Division 5-A Los Banos Personnel Policy).

(6) Sick Leave: Sick leave shall be accrued at eight (8) hours per month. (See, Section 5005 J, Division 5B Los Banos Personnel Policy).

(7) Vacation Leave: Employee shall be entitled to vacation accrual of one-hundred twenty (120) hours of annual vacation leave each year of employment, accruing ten (10) hours a month, and accumulate a maximum of two-hundred forty (240) hours. Employee shall be entitled to any vacation buyback program applicable to other exempt management employees. (See, Section 5005 K, Division 5-C Los Banos Personnel Policy).

After completing fifteen (15) years of service, Employee shall accrue one-hundred sixty (160) hours of annual vacation leave each year of employment, accruing thirteen point thirty-six (13.36) hours a month, and accumulate a maximum of three hundred twenty (320) hours.

(8) Education Incentive Pay: Employee shall be entitled to education incentive pay in accordance with the following formula. (See, Section 5005 N, Division 5-H Los Banos Personnel Policy).

\$100 per month for AA/AS; or
\$175 per month for BA/BS; or
\$225 per month for MA/MS

(9) Bilingual Incentive Pay: If eligible, Employee shall be entitled to bilingual incentive pay in accordance with the following formula. (See, Section 5005 O, Division 5-L Los Banos Personnel Policy).

\$50 per month for Basic Verbal Skills; or
\$100 per month for Comprehensive Verbal Skills; or
\$150 per month for Written presentation Skills

(10) Administrative Leave: Employee shall receive ten (10) work days off, with full salary and benefits, during every fiscal year of employment. Every July 1st, eighty (80) hours are accrued and may not be carried over. Employee will receive a pro-rated amount based on hire date. (See, Section 5011 Los Banos Personnel Policy).

(11) Professional Development: City shall budget and shall pay, as stated in the approved budget, for reasonable travel expenses of Employee for professional and official travel, meetings, and occasions. The amount shall be adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City.

(12) Holidays: Employee shall be entitled to Holidays to the same extent as other exempt management employees. (See, Section 5005 L, Division 5-E Los Banos Personnel Policy).

(d) No Reduction of Benefits: City shall not at any time during the term of this agreement reduce the salary, compensation or other benefits of Employee, except to the degree of such reduction for all management employees at the department head level.

(e) Dues and Subscriptions: City shall budget and shall pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her professional growth and advancement, and for the good of City.

(f) City Vehicle: Employee shall be provided a city vehicle for City-related business and/or functions during, before and after normal work hours.

(k) Uniform Allowance: City shall budget and shall provide and maintain the required uniforms and equipment in accordance with the Los Banos Fire Department standards and will report uniform expenses to CalPERS in accordance with applicable regulations. (See, Section 5005 P Los Banos Personnel Policy).

(l) Certificate Pay: Employee shall be entitled to certificate pay to the same extent as other Los Banos Fire Department employees:

\$50 per month for a State of California Firefighter II Certificate, or
\$100 per month for a State of California Fire Marshall Fire Officer Certificate

4. Duties

(a) Employee shall serve as Fire Chief and perform those duties of the Fire Chief under the direction of the City Manager as set forth in the Fire Chief Job Description attached as "Exhibit A" and incorporated herein by this reference, in addition to any other functions and duties specified by state law, city ordinance, or resolution, or other directive, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

(b) Employee shall devote all necessary time and effort to fulfill the obligations of the Fire Chief position. The City acknowledges that Employee is reasonably expected to be available but does not have regularly set hours of work. Employee's work schedule will vary in accordance to the work required to be performed.

5. Exclusive Employment

Employee shall devote all of his time, energy and efforts to the City, and shall accept no outside employment, except as may be specifically approved by the City Manager in writing in advance.

6. Performance Evaluation

The City Manager shall evaluate Employee's performance annually and may, in addition, establish goals and performance objectives to be accomplished during the next year and used as a basis for the next performance evaluation.

7. Separation – At Will Employment

(a) The parties expressly agree that the position of Fire Chief is an "at-will" employee, and that the Fire Chief serves at the will and pleasure of the City Manager and that he may be terminated and the City may terminate this Agreement at any time with or without advance notice and that there is no express or implied promise made to employee of continued employment. Nothing herein shall be construed to limit the rights and obligations of the City and Employee provided in the Firefighters Procedural Bill of Rights Act (FBOR), codified at Government code Section 3250 et seq.

(b) Employee may resign and terminate this agreement at any time upon providing thirty (30) days written notice to the City.

(c) The City Manager and Employee may terminate this agreement by mutual written agreement.

(d) In the event this Agreement is terminated by the City Manager, while Employee is still willing and able to perform the duties of Fire Chief, employee shall be entitled to three (3) months' severance pay defined as base salary plus costs of health, dental, vision and life insurance plans. No time served by the Employee after notice of the termination shall be debited from the period of severance pay. However, in the event the Employee is terminated for cause, the Employee shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law and shall not be entitled to any severance benefits.

The payment of severance compensation pursuant to this paragraph shall be in a lump sum, less applicable payroll deductions. Employee shall also receive continuing health insurance plan coverage including dental and vision for the duration of the severance months from the effective date of termination. Pursuant to Government Code Section 53261, the continuing eligibility of Employee and his dependents for health insurance plan coverage shall terminate should Employee obtain other employment.

The severance rights provided in herein shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Such severance compensation is expressly continued on the execution, deliver, and non-revocation of a General Release Agreement by Employee.

It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 et seq. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.

(e) Termination or Removal for Cause. Notwithstanding any provision of this Agreement to the contrary, the City Manager may terminate Employee's employment for cause at any time, and if Employee is terminated or removed for cause, they shall not be entitled to payment of severance compensation or any other compensation or damages.

"Cause" shall include the following reasons:

- (i) an act in bad faith and to the detriment of the City;
- (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Manager;
- (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition;
- (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City;
- (v) habitual neglect of responsibilities, or incompetence;
- (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or nolo contendere with respect to any such crime);
- (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours;
- (viii) engaging in an actual conflict of interest;
- (ix) commission of acts of theft, embezzlement, or fraud;
- (x) acceptance of bribes or extortion;
- (xi) material breach of this Agreement by Employee.

If this Agreement is terminated by the City Manager "for cause," Employee's employment will be deemed immediately terminated and Employee will surrender all City keys, computer passwords, and other City property entrusted to Employee for the purposes of the discharge of his duties. Upon termination for cause, Employee will have no recourse under this Agreement or any administrative procedure for purposes of challenging the termination action.

(f) In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Employee shall keep all information acquired through his position in the strictest confidence.

8. Compliance with Government Code Section 53243 *et seq.* (Assembly Bill No. 1344).

(a) In the event the City determines to place Employee on paid leave pending an investigation, Employee shall fully reimburse such pay to the City if he is subsequently convicted of a crime involving the abuse of his office or position.

(b) In the event the City determines to fund all or part of a legal criminal defense for Employee, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime involving an abuse of his office or position.

(c) Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position. (Government Code Section 53243.2.)

(d) For purposes of this section, "abuse of office or position" shall be as defined in Government Code Section 53243.4.

(e) The parties agree to fully comply with the Government Code sections that are part of AB 1344 made effective February 1, 2021 as it may be amended.

9. Indemnification

City agrees to defend, hold harmless, and indemnify Employee against any claims, demands or legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and during the course of Employee's employment with the City, subject to Employee cooperating in good faith with the City with respect to defense of such claims, demands, or legal actions in accordance with the provisions of California Government Code Sections 825 and 825.6. City may compromise and settle any such claim, demand, or action and pay the amount of any settlement or judgment rendered therefrom. This covenant shall survive the termination of this Agreement.

10. Notices

Any notice to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Los Banos
Attn: City Clerk
520 J Street
Los Banos, CA 93635

EMPLOYEE: Paul Tualla

11. Entire Agreement

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

12. Modifications

Any modifications to this Agreement shall be effective only if in writing and signed by both the parties hereto.

13. Effect of Waiver

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.

14. Partial Invalidity

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.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution and the Parties agree that venue shall be in Merced County, California.

16. Attorney's Fees

In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

17. Representations

City and Employee each represent and warrant to the other that each has received legal advice from independent and separate legal counsel with respect to this Agreement, or has knowingly declined to obtain such legal advice, and further represent and warrant to each other that each has carefully reviewed this Agreement and each and every term hereof. This Agreement shall not be construed against the party or its representatives who draft it or any portion hereof.

18. Counterparts

This Agreement may be executed on separate copies, any one of which need not contain signatures of more than one party but all of which taken together shall constitute one and the same Agreement.

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

“EMPLOYEE”

Dated:

Paul Tualla

"CITY"

Dated:

Gregory B. Wellman, Interim City Manager

ATTEST:

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LOS BANOS:

William A. Vaughn, City Attorney

THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A

CITY OF LOS BANOS Job Description

POSITION TITLE	FIRE CHIEF
DEPARTMENT	FIRE
EMPLOYMENT CATEGORY	EXEMPT
EMPLOYMENT LEVEL	MANAGEMENT

DEFINITION

To plan, organize, direct and review the activities and operations of the Fire Department including fire suppression, hazardous material mitigation, fire and life safety, code compliance, emergency medical services and administrative support services; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises direct supervision over assigned sworn and non-sworn management, supervisory, technical and administrative support personnel.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Reliable and dependable attendance and punctuality.
- Develop, plan and implement Department goals and objectives; recommend and administer policies and procedures.
- Coordinate Department activities with those of other departments and outside agencies and organizations; prepare and present staff reports and other necessary correspondence.
- Direct, oversee and participate in the development of the Department's work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the Department.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Maintain skills through continuing education and training.
- Attend various meetings, trainings, etc.

- Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.
- Develop schedules and methods to accomplish assignments ensuring work is completed in a timely and efficient manner.
- Plan, organize and direct fire related activities including fire suppression, arson investigations, training, fire inspections, and basic life support operations.
- Maintain emergency equipment, apparatus, and facilities.
- Supervise and participate in the development and administration of the Fire Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments
- Respond to major fire alarms and personally direct fire suppression activities as necessary.
- Direct and participate in the research of alternative approaches to fire suppression, hazardous material handling, fire and life safety code, and emergency programs.
- Oversee and participate in fire suppression, basic life support and first aid, fire and arson investigations, and fire inspection activities.
- Plan, organize and implement department training for fire suppression, heavy rescue operations, driver operator and related topics.
- Serve as the Chief Building Official; ensure that new construction within the City meets building and City codes and standards.
- Leads and oversees volunteer fire services program.
- Perform other related duties as assigned.

Knowledge of:

- Budgeting procedures and techniques.
- Pertinent local, State and Federal laws, rules and regulations.
- Modern office procedures and computer equipment.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Principles and practices of organizational analysis and management.
- Principles and practices of supervision, training, and personnel management.
- Principles, practices, methods and techniques of modern fire suppression and life safety activities.
- Operation, maintenance and uses of firefighting apparatus and equipment.
- Modern fire prevention and investigation techniques.
- Modern hazardous material containment practices.

Ability to:

- Plan, direct and control the administration and operations of the Fire Department.
- On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various rules and procedures; and explain and interpret policy.

- On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.
- Interpret and apply local, State, Federal, City and department policies, procedures, rules and regulations.
- Supervise, train and evaluate personnel.
- Work independently.
- Understand and follow both oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Exercise independent judgment.
- Establish and maintain a high level of trust.
- Remain calm and focused during emergency operations.
- Prepare and administer department budgets.
- Develop and implement department policies and procedures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Develop and implement programs to meet the needs of the City.
- Effectively oversee multiple projects simultaneously while managing project costs, resources, and schedules.
- Prepare and present staff reports at City Council meetings, attend City Council meetings.
- Organize, direct and implement comprehensive fire suppression, life safety and fire investigation, and inspection programs.
- Effectively operate all fire suppression equipment with Department.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties as well as those of a firefighter.

MINIMUM QUALIFICATIONS

- Must be age eighteen (18) by date of application.
- Equivalent to the completion of the twelfth grade.
- Possession of a valid California Class C driver license with Firefighter endorsement or Commercial Class A or B with endorsements.
- Possession of a current State of California Emergency Technician (EMT) card is required at time of application. A course completion certificate is NOT adequate.
- Possession of a valid California Firefighter I Certificate.
- Possession of a valid California Fire Officer Certificate.
- Possession of a valid HAZMAT Operations and Awareness Certificate.
- Possession of a valid California Chief Officer Certificate.
- Five (5) years of increasingly responsible command and supervisory experience in an organized fire department, including three (3) years of administrative and management responsibility.

- Bachelor's degree from an accredited college or university in fire suppression, or related field.

10/17