

Carbondale & Rural Fire Protection District
Special Meeting of the Board of Directors
February 26, 2018
5:30 p.m.

Agenda

- A. Call to order & roll call
- B. Consideration of an Employment Contract with Chief Goodwin, Eric Gross
- C. General discussion regarding input and direction with the Fire Chief
- D. Adjourn

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Carbondale & Rural Fire Protection District (hereinafter “Employer” or the “District”), and Robert A. Goodwin (hereinafter “Employee”) this 26th day of February, 2018.

RECITALS

- A. Employer is a Fire District; and
- B. Employee is an employee of the District and is currently the Acting Chief; and
- C. The parties desire to provide for the promotion of Employee to the position of Fire Chief of the District on the terms and conditions set forth herein.

For and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I

EMPLOYMENT

- A. Employer hereby agrees to employ Employee as Fire Chief and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of Employer’s Board of Directors.
- B. Employee’s employment as Fire Chief under this Agreement shall commence on February 26, 2018. Employee shall perform all duties required of the Fire Chief, as requested by the District and as described in the Job Description attached as **Exhibit “A”**.
- C. Employment of the Employee shall be at the will of the District Board of Directors. Employee may be suspended or removed from office upon a majority vote of all the Board of the District, subject to the terms and conditions of this Agreement. Employee shall report directly to the District Board.

SECTION II

TERM OF EMPLOYMENT

- A. The term of this Agreement shall be from February 26, 2018 to February 26, 2019, (Term) subject to annual appropriation in the District's normal budget process.
- B. Renewal. The District shall provide a written notice to Employee not less than sixty (60) days before the end of the Term of its intent not to renew the Agreement (Non-Renewal Notice). Otherwise, this Agreement shall automatically renew for one additional one-year term in the event there is: a) no new agreement in place at the conclusion of the Term b) the Employee has not been terminated for any reason prior to the end of the Term and c) the District has not provided a Non-Renewal notice.

SECTION III

SALARY AND BENEFITS

- A. Compensation. Employer agrees to pay Employee for his services rendered pursuant hereto, an annual base salary of \$_____ per calendar year, payable in installments at the same time as other employees of the District are paid.
- B. Benefits. Employer shall provide Employee with the health, retirement, paid vacation, and other employment benefits offered to its full-time employees as set forth in its Employee Handbook, as such Handbook may be amended by the District in its discretion from time to time. To the extent the Employee Handbook provides otherwise, Employer shall pay the full amount of the health insurance premium for Employee and Employee's spouse.
- C. Equipment. The District will provide and pay for a PDA, tablet, command vehicle and laptop computer as needed and required for the Employee's use to ensure Employee availability and responsiveness on a 24/7 basis when not on vacation.

SECTION IV

TERMINATION AND SEVERANCE

PAY

- A. For the purpose of this provision, termination shall occur whenever the majority of the Board of Directors of the District votes to terminate Employee at a duly authorized District Board meeting.

- B. In the event Employee is terminated by Employer prior to the end of the employment term of this Agreement without cause or the District fails to appropriate funds to pay the Employee, and Employee is willing and able to satisfactorily perform the duties of Fire Chief at the time of termination, Employer agrees to pay Employee as severance pay and in full settlement, satisfaction and release of all claims by Employee a sum equal to the amount of salary the Employee would have earned had the Employee remained employed for the remainder of the contract term.

Any severance pay to be paid under the terms of this Agreement shall be paid in a lump sum within five business days of the termination.

- C. If Employee is terminated for cause, Employer shall not be obligated to pay severance under this Section. For purposes of this Agreement, "cause" means: (1) Employee's gross negligence or willful malfeasance of his duties and responsibilities required under this Agreement; (2) Employee's conviction of a felony (a plea of "no contest" or acceptance of a deferred judgment or any similar arrangement concerning such an offense shall be deemed a conviction); or (3) Employee's unexcused absence from employment for twenty (20) consecutive days or longer (other than by reason of disability due to physical or mental illness).
- D. In the event Employer intends to terminate Employee's employment for cause pursuant to section D (1) above, Employer shall give Employee written notice of such intent, specifying the reason or reasons for such termination. Employee shall be given a reasonable opportunity to present his case to the members of the Board.

SECTION V

ADDITIONAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements.
- B. The Agreement is personal to each of the parties hereto and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining written consent of the other party.
- C. Any promises or covenants of the District pursuant to this Agreement requiring the payment or disbursement of any money by the District shall be subject to annual budgeting and appropriation.
- D. The parties to this Agreement intend that Employee should receive an evaluation from the Board of Directors of the District before the expiration of the Term of

the Agreement.

- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.
- G. Any dispute between the parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County, the parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed by its duly authorized officer and its seal to be affixed hereto, and Employee has executed this Agreement at Carbondale, Colorado, effective the day and year first written above.

EMPLOYER:
CARBONDALE & RURAL FIRE
PROTECTION DISTRICT

EMPLOYEE:
ROBERT A. GOODWIN

By: _____

Its: _____

Address

Address

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

FIRE CHIEF

JOB DESCRIPTION

THE FIRE CHIEF IS THE GENERAL MANAGER AND CHIEF FIRE OFFICER OF THE DISTRICT.

The Fire Chief's primary role is to administer, plan, direct, organize and coordinate the fire suppression, fire prevention, emergency medical services, hazardous materials control, rescue, fire investigations and disaster preparedness activities of the District.

The Fire Chief reports to the Board of Directors and implements the policies established by the Board of Directors.

GENERAL DESCRIPTION

The Fire Chief is administratively responsible for the overall direction of the Fire District personnel, equipment and facilities.

The Fire Chief reports to and is accountable to the Board of Directors in determining and implementing plans and policies to be observed in administrative and operational activities.

The Fire Chief is responsible for the implementation and coordination of the following programs. In all of these programs the Fire Chief shall exercise a high degree of personal leadership.

Administrative & Fiscal Matters

Capital Planning & Acquisition

Fire Prevention Activities

Maintenance of Equipment & Facilities

Rescue Services

Safety of District Personnel

Fire Suppression Services

Emergency Medical Services

Training Activities

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

FIRE CHIEF

JOB DESCRIPTION

DUTIES AND RESPONSIBILITIES

- **Ensure that a qualified incident commander is assigned to manage all emergency incidents in the District.**
- **Respond to and command major emergency situations**
- **Maintain positive community relations and provide a safe environment for the community through fire prevention, code enforcement, education, fire suppression, investigation, rescue, EMS and mitigation of hazardous materials incidents.**
- **Develop policies and standard operational guidelines for emergency and routine situations.**
- **Conduct short and long range planning sessions.**
- **Coordinate the activities of the District with other public agencies.**
- **Communicate and make presentations to the town council and other legislative bodies, on behalf of the District.**
- **Conduct periodic staff meetings with both volunteer and paid staff to discuss operational and administrative issues.**
- **Perform organizational and operational evaluations of the District services.**
- **Evaluate the present and future needs of the District.**
- **Write reports to and for the Board of Directors as needed or directed.**
- **Direct the planning and coordination of the annual budget.**
- **Attend all Board of Directors meetings.**
- **Select personnel for appointments and promotions.**
- **Supervise the subordinate managers in all personnel and disciplinary matters.**
- **Maintain employee and volunteer discipline and morale.**
- **Approve the purchasing of all materials, equipment and service related items.**
- **Respond to all citizen's complaints and requests for service.**
- **Participate with the local mutual aid agencies.**
- **Develop mutual and automatic aid plans and agreements.**
- **Manage all fiscal matters of the District.**
- **Maintain positive relations with local media and provide a proactive approach to public outreach and community relations.**
- **Hiring and termination of both volunteer and paid District employees.**

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

FIRE CHIEF

JOB DESCRIPTION

QUALIFICATIONS

The Fire Chief shall have the experience, knowledge and formal education to perform successfully the above duties and responsibilities.

The Fire Chief position requires experience and academic training in the areas of public administration, organization, staffing, personnel management, finances, apparatus and equipment purchasing and maintenance, communications, computer literacy and record keeping.

The Fire Chief must have a thorough knowledge and experience in emergency management and the use of the Incident Command System.

The Fire Chief must have a comprehensive knowledge of the standards by which the quality of the fire service is evaluated and must continually review the effectiveness of the organization and institute improvements when necessary.

The Fire Chief must have the ability to communicate effectively orally and in writing.

EDUCATIONAL & EXPERIENCE REQUIREMENTS

The Fire Chief should have:

- A Bachelor of Arts or Science Degree from an accredited College or University with significant course work in fire science, public or business administration, or other related field of study; or
- A certificate of completion of the Executive Fire Officer Program offered by the National Fire Academy; or
- Ten (10) years of increasingly responsible experience in governmental fire suppression and prevention, with a minimum of three (3) years in an administrative or management capacity or other similar experience as approved by the Board of Directors.

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

FIRE CHIEF

JOB DESCRIPTION

WORK ENVIRONMENT

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. The Fire Chief is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals liquid chemicals, solvents and oils.

The Fire Chief occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and humid conditions, fumes and airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings and loud at an emergency scene.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

While performing the duties of this job, the Fire Chief is frequently required to stand, sit, walk, talk and hear, use hands to finger, handle, or operate objects, tools or controls, and reach with hands and arms. The Fire Chief is occasionally required to climb or balance, stoop, kneel, crouch, or crawl and taste and smell.

The Fire Chief must frequently lift and move up to 25 pounds and occasionally lift or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The Fire Chief must be able to cope with high stress levels and be able to pass a basic physical examination as provided by the District's Designated Medical Provider.