

EMPLOYMENT AGREEMENT
BETWEEN THE SONOMA COUNTY FIRE DISTRICT
AND FIRE CHIEF RON BUSCH

ARTICLE 1 PREAMBLE

This Agreement is between the Sonoma County Fire District ("District") and Fire Chief Ron Busch ("Fire Chief").

The term of this Agreement shall be effective on April 1, 2025, and shall be automatically renewed each year, for successive one-year terms unless one party gives a written notice of non-renewal to the other party at least 60 days before the end of the then current term.

This Agreement has been arrived at as a result of meeting and conferring in good faith with the District Board of Directors ("Board") and having been approved by affirmative public vote of the Board.

ARTICLE 2 AT-WILL EMPLOYMENT PROVISION

Employment of the Fire Chief at the District is offered on an "at will" basis within the meaning of California Labor Code §2922 and within the applicable provisions of California Government Code 3250-2362. This means that either the Fire Chief or the District may end the relationship at any time with or without cause or notice.

ARTICLE 3 TERMINATION

1. The Board may elect to terminate this Agreement before the expiration of its term, with or without cause, upon 60 days advance written notice. If this Agreement is terminated by the Board for Misconduct (as defined below), or if the Fire Chief terminates this Agreement without a Good Reason (as defined below), then the Fire Chief shall not receive the severance payment specified in Article 4 below. If this Agreement is terminated before the expiration of its term for any other reason, then the Fire Chief shall receive the severance payment specified in Article 3 below.
2. For the purposes of this Agreement, the term "Misconduct" means (a) Fire Chief's conviction or, or plea of guilty or no contest to, any felony; (b) any act of fraud or embezzlement by Fire Chief; or (c) gross negligence or repeated failure to perform his duties and responsibilities, but in either case, only after delivery of written notice and reasonable opportunity to cure.

3. For the purposes of this Agreement, the term "Good Reason" means (without Fire Chief's consent), (a) a material reduction in his title, authority, status, or responsibilities; (b) a material breach by the District of its obligations under this Agreement; or (c) Fire Chief's death or disability.

ARTICLE 4 SEVERANCE

1. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and representatives of the management and administrative employees agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.
3. If the District terminates the Agreement before the end of the term for a reason that does not constitute Misconduct (as defined in ARTICLE 2), then the Fire Chief shall receive a severance payment that is equal to 180 days base salary.

ARTICLE 5 HOURS OF WORK

1. The normal work week of the Fire Chief shall be forty (40) hours per week.
2. Rest and meal periods to be observed in accordance with law.
3. The usual workday for the Fire Chief shall be eight (8) hours.
 - a. Alternative work schedules such as 4-10 and 9-80 work schedules are permitted.
4. The parties acknowledge that the requirements of the position often result in the Fire Chief working after normal work hours, on weekends, on holidays, and require response to emergency incidents at any time.

ARTICLE 6 HOLIDAYS

District recognizes the following paid holidays:

- New Year's Day, Presidents Day, Independence Day, Veterans Day, Friday after Thanksgiving, Martin Luther King Jr. Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Juneteenth.
- If the holiday falls on a weekend day, the following workday may be taken off.
- One floating holiday used for the employee's Birthday.

ARTICLE 7 SALARY

For the services to be rendered by the Fire Chief hereunder, the District agrees to pay, or to cause to be paid to the Fire Chief, a monthly salary. The Fire Chief's annual salary at the beginning of the term of this Agreement shall be \$19,125 monthly.

Property Tax Salary Growth Calculation-If the property tax estimate adopted by the Board of Directors in the Fire District's Final Budget as of September in each property tax year is more than 3% above the previous year's actual property tax revenue, the Fire Chief's base salary would be increased by 2%. Then for each full 1% percentage increase in property tax that the District estimates over 3%, the Fire Chief will receive a .5% additional increase in their annual base salary capped at a maximum of an additional 1%. As an example, if the District's property tax growth was 5%, employee would receive a 3% wage increase (2% +.5% +.5%).

ARTICLE 8 PERSONAL TIME OFF ("PTO")

The DISTRICT shall provide PTO hours to the Fire Chief to be used for illness, non-industrial injury, and at the discretion of the Fire Chief for other personal time off needs. PTO shall also serve as compensation for work performed after normal work hours as defined in ARTICLE 4.

1. The Fire Chief shall accrue 40 PTO hours each month.
2. There is no cap on the amount of PTO accrual.
3. On February 1st and/or September 1st of each calendar year, the Fire Chief may elect to receive payment for a maximum of 400 hours of PTO. All time cashed out will be deducted from the Fire Chief's balance of PTO.
4. Upon retirement, the Fire Chief shall be compensated for all unused PTO at the Fire Chief's base hourly wage hour per hour.

ARTICLE 9 TRANSITION FROM DEPUTY CHIEF TO FIRE CHIEF

The Transition Committee, in consultation with a Sonoma County Fire District (SCFD) Human Resources professional, has not yet determined a fair and legally sound resolution regarding the disposition of Chief Ron Busch's accumulated sick leave and vacation time. As of January 30, 2025, Chief Busch has accrued 3,123 hours of sick leave and 490 hours of vacation leave, which were accumulated throughout his career within agencies now consolidated into the SCFD.

To ensure an equitable and legally compliant resolution, the parties agree to revisit this matter and finalize a fair determination through a contract amendment within **90 days** of this agreement, or no later than the **July 2025 SCFD Board of Directors meeting**, whichever occurs first.

ARTICLE 10 ON CALL / STAND-BY STIPEND ("Duty Chief" assignment)

The Fire Chief, if assigned to be on-call off duty and after normal business hours ("Duty Chief") shall be compensated \$150 per day stand-by pay and shall be compensated time and one-half (1.5) pay when responding to significant incidents or at the request of the on-duty Battalion Chief. Overtime will be rounded to the nearest hour with a two-hour minimum.

ARTICLE 11 EMERGENCY RESPONSE COMPENSATION

The District recognizes that the nature and responsibilities of the Fire Chief require response to emergency incidents that occur after normal assigned work hours as described in ARTICLE 4. If the Board declares a local emergency, the Fire Chief will be compensated for overtime at time and one half (1.5) pay for hours worked during the emergency that exceed the normal work schedule as follows:

- a. Response to emergency incidents
- b. Department Operations Center activation
- c. Emergency Operations Center activation
- d. Unified Command with an Incident Management Team

ARTICLE 12 COMPENSATION FOR BUSINESS EXPENSES

The Fire Chief shall be reimbursed for ordinary and necessary expenses incurred in connection with employment including but not limited to expenses of travel and entertainment, meals, lodgings, and other expenses of a business nature, upon presentation of appropriate receipts.

ARTICLE 13 HEALTH CARE INSURANCE

The Fire Chief will receive a family medical, dental insurance and vision covered under the plans provided by the District.

ARTICLE 14 RETIREMENT

District shall continue to provide coverage for the Fire Chief under its current retirement benefit plan with CALPERS, which is 3% at 55. The Fire Chief's current contribution to the retirement plan is 9% and is subject to change annually.

ARTICLE 15 DEFERRED COMPENSATION

District will contribute dollar for dollar to match the Fire Chief's contribution to a PERS457 plan, provided the Fire Chief contributes at least the equal amount per month.
District will contribute a maximum of \$350 per month.

ARTICLE 16 VEHICLE

District shall provide the Fire Chief with a District-owned and maintained vehicle for the Fire Chief's use while conducting District business. The Fire Chief may use the District vehicle for incidental personal use. District shall also reimburse Employee for any use of his personal vehicle when it is used for District business. Reimbursement shall be for mileage only at the current IRS mileage rates.

ARTICLE 17 UNIFORMS

The District shall provide the Fire Chief with all necessary personal protective equipment and uniforms as needed.

ARTICLE 18 TRAINING AND EDUCATION

The District encourages the Fire Chief to continue his education and training and recognizes the educational value of participating in ongoing training and conferences. The District shall pay for the travel expenses, meal costs, and provide paid time to attend training, and education as the Fire Chief deems necessary for his ongoing training and education.

ARTICLE 19 ANNUAL REVIEW OF COMPENSATION AND AGREEMENT

The Board of Directors shall conduct an annual job performance evaluation of the Fire Chief each December. The Board of Directors shall consider an increase in compensation based upon a positive performance evaluation.



Ron Busch
SCFD Fire Chief

7/16/25

Date



SCFD Board President

7/16/25

Date

At its meeting on March 18, 2025, the Board of Directors of the Sonoma County Fire District (“District”) approved the Employment Agreement with incoming Fire Chief Ron Busch. As part of that approval, as set forth in Article 9 of the Employment Agreement, the Board of Directors delegated to the Board President the authority to execute a First Amendment to address and resolve Chief Busch’s accrued 3,123 hours of sick leave and 490 hours of vacation time as of January 30, 2025, accumulated throughout his career within agencies now consolidated into the District.

1. Vacation Time. The 490 hours of accrued vacation leave as of January 30, 2025, shall be added to the balance Fire Chief's Personal Time Off accrual bank, as set forth in Article 8 of the Employment Agreement.
2. Sick Leave. The 3,123 hours of accrued sick leave as of January 30, 2025, valued at approximately \$344,592.00, shall be allocated for use within the CalPERS 457 Plan, as set forth in Article 15 of the Employment Agreement.
 - a. The District will continue to contribute the current \$350 per month to Chief Busch's CalPERS 457 account. In addition, an extra \$2,583 per month will be contributed from the sick leave value pursuant to the Age 50 and Three-Year 457(b) Catch-Up Provisions, not to exceed the maximum allowable CalPERS 457 catch up contribution plan.
 - b. Over a five-year period, this arrangement will reduce Chief Busch's sick leave balance by approximately 1,405 hours, leaving a remaining balance of 1,695 hours.
 - c. Upon Chief Busch's end of employment, the District will buy out 100% the remainder of Chief Busch's sick leave balance at the then-hourly ~~rate.~~


 SCFD Board President Date June 6-17-25
 Vice President

