

**RESOLUTION NO. 19-29**

**RESOLUTION OF THE LOS ALTOS HILLS COUNTY FIRE DISTRICT  
AUTHORIZING EXECUTION OF AGREEMENT FOR EMPLOYMENT  
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT  
AND DENISE GLUHAN FOR SERVICES AS EMERGENCY SERVICES MANAGER**

**WHEREAS**, Captain Denise Gluhan (Ret.) served with the Santa Clara County Central Fire Protection District in a distinguished fire service career for seventeen-years and a total of twenty-one years in emergency response service; and

**WHEREAS**, Captain Denise Gluhan (Ret.) has multiple certificates and training in areas of wildfire protection, prevention and mitigation, and served as an emergency services paramedic, hazardous materials specialist, and a variety of other suppression and emergency services; and

**WHEREAS**, Captain Denise Gluhan (Ret.) possess Basic Life Support (BLS), First Aid and Cardiopulmonary resuscitation (CPR) certifications from the American Heart Association, and is Commission on Peace Officer Standards and Training (P.O.S.T.) certified instructor in First Aid and CPR; and

**WHEREAS**, Captain Denise Gluhan (Ret.) is an accomplished instructor for workshops and training classes and trainer of trainers on fire prevention, fire protection and mitigation topics such as programs for Ready Set Go, Personal Emergency Preparedness and the CERT Academy; and

**WHEREAS**, Captain Denise Gluhan (Ret.) has provided fire protection and prevention services to the Los Altos Hill County Fire District (District) residents and community over these years; and

**WHEREAS**, Captain Denise Gluhan (Ret.) served as the Emergency Services Coordinator on a contract basis provided by the Santa Clara County Central Fire Protection District to the District from April 2019 through June 30, 2019; and

**WHEREAS**, after June 30, 2019, Captain Denise Gluhan (Ret.) will no longer provide services as an Emergency Services Coordinator to the District as a contract employee provided to the District by the Santa Clara County Central Fire Protection District; and

**WHEREAS**, Captain Denise Gluhan (Ret.) has unique a working knowledge of the District and its residents and community and has provided emergency protection and prevention services to the District in a similar capacity; and

**WHEREAS**, Captain Denise Gluhan's (Ret.) knowledge and experience qualify her to serve as an employee of the District in the position of Emergency Services Manager; and

**WHEREAS**, Captain Denise Gluhan's (Ret.) employment will further the District efforts to achieve its Mission, its Strategic Plan, the Community Wildfire Protection Plan, further the preparation, organization and recruitment of the Los Altos Hills Community Emergency Response Team (CERT), and provide needed service to the residents, to the public and further partnerships with local and regional agencies dedicated to fire protection and prevention initiatives, and

**WHEREAS**, FY2019/20 allocated funds were approved by the District Board of Commissioners for employing Emergency Services personnel; and

**WHEREAS**, pursuant to California Health and Safety Code section 13861(d), the District has the authority “[t]o appoint necessary employees, to define their qualifications and duties, and to provide a pay schedule for performance of their duties.” The District has not established and is not required to establish a civil service system or merit system (Health & Safety Code section 13961). Accordingly, the District may appoint an individual to a vacant position without first going through a competitive hiring process.

**WHEREAS**, Captain Denise Gluhan (Ret.) has agreed to accept employment with the District in the position of an Emergency Services Manager, and

**WHEREAS**, the Los Altos Hills County Fire District (District) seeks to employ Captain Denise Gluhan (Ret.) to provide emergency services management as set forth in and pursuant to the terms and conditions in the Agreement between the District and Denise Gluhan to provide Services to the District as an Emergency Services Manager (“Agreement”) attached hereto as Exhibit A; and

**WHEREAS**, the District has read and considered that Agreement which is attached hereto as Exhibit A.

**NOW, THEREFORE**, the District Board of Commissioners does **RESOLVE** as follows:

1. Public interest and convenience require the District enter into the Agreement described above and attached hereto as Exhibit A.
2. The District Board of Commissioners hereby approves the Agreement and the District. Board President is hereby authorized on behalf of the District to execute said Agreement.

**PASSED AND ADOPTED** this 30<sup>th</sup> day of July 2019.

BY:

\_\_\_\_\_  
Mark Warren, Board President

ATTEST:

\_\_\_\_\_  
Interim District Clerk, Cori Vargas



**LOS ALTOS HILLS COUNTY FIRE DISTRICT  
EMERGENCY SERVICES MANAGER  
EMPLOYMENT AGREEMENT**

This Agreement for employment of an Emergency Services Manager (“Agreement”) is made and entered into by and between the Los Altos Hills County Fire District (“District”), and Denise Gluhan (“Gluhan”) collectively “Parties”. This Agreement shall have an effective date of August 1, 2019.

**RECITALS**

**WHEREAS**, the District and its Board of Commissioners (“District Board”) finds it is in the best interest of the District to hire an employee to assist with the District’s mission to prevent fires through prevention and education programs, and to provide personal emergency preparedness programs; and

**WHEREAS**, the Emergency Services Manager is a new position of employment in the District; and

**WHEREAS**, the District Board finds the position of Emergency Services Manager as described in the Emergency Services Manager job description attached hereto as Exhibit A best suits the needs of the District; and

**WHEREAS**, Gluhan possesses those skills, experiences, attributes and abilities as a result of years of successful service as a Fire Captain and has provided such services to the District as an Emergency Services Coordinator in a contract position provided by the Santa Clara County Central Fire Protection District to the District and has also served as an independent contractor consultant for emergency services management to the District; and

**WHEREAS**, the District by its District Board desires to employ Gluhan in the position of Emergency Services Manager of the District; and

**WHEREAS**, Gluhan desires to accept employment as Emergency Services Manager of the District under the terms set forth herein.

**NOW, THEREFORE**, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the Parties agree as follows:

**I. EMPLOYMENT**

**A. APPOINTMENT**

The District by its District Board hereby appoints Gluhan to a part time at-will position of Emergency Services Manager (“ESM”), effective August 1, 2019, to perform the functions and duties identified in **Exhibit A** to this Agreement, and to perform such other duties and functions as the General Manager shall from time to time assign as are appropriate for the position and needed by the District. Gluhan shall serve at the pleasure of the District, and therefore, is an at-will employee who has no property interest in continuing employment.

**B. TERM OF AGREEMENT**

The term of the Agreement, unless terminated earlier as provided in Section IV. (Termination of Employment) below, shall be for eighteen (18) months, commencing on August 1, 2019 and expiring on February 1, 2021.

**C. AT-WILL EMPLOYMENT**

The District employs Gluhan as a part time at-will employee, whose employment may be terminated by the District with or without cause. Nothing in this Agreement is intended to, or does, confer upon Gluhan any right to any property interest in continued employment before or after a decision by the District to terminate her employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the District to terminate the services of Gluhan as provided herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Gluhan to resign at any time from her position with the District, subject to the provisions set forth in this Agreement. This part time at-will Agreement shall be expressly subject to the rights and obligations of the District and Gluhan, as set forth herein.

**II. DUTIES, AND RESPONSIBILITIES**

**A. EMPLOYMENT DUTIES**

Gluhan’s duties and responsibilities under this Agreement will be those assigned to the position of ESM, as described in the job description for the ESM position, as adopted and amended from time to time by the District, and such other duties and responsibilities as may be assigned by the District. The current job description for ESM is attached as **Exhibit A** to this Agreement. By execution of this Agreement, Gluhan attests that she meets the qualifications for employment as stated in said **Exhibit A**.

**B. ACCOUNTABILITY**

Gluhan shall provide services at the direction of and under the supervision of the District's General Manager.

**C. HOURS OF WORK**

Under this Agreement, Gluhan is to perform the work in **Exhibit A** for up to twenty (20) hours per week not to exceed eighty (80) hours per month. Gluhan shall not work more than twenty (20) hours per week or eighty (80) hours per month without first receiving prior approval from the General Manager.

Hours worked each week will include hours on site and hours off site. Weekly schedule of hours will be flexible to allow work weeks greater than twenty (20) hours for projects demands and work weeks with less than twenty (20) hours. Gluhan shall be allowed flexibility in setting her own office hours and work schedule, subject to approval of the General Manager.

It is expected that all required work will be satisfactorily performed within the allocated hours assigned and within a flexible work schedule.

Gluhan shall advise the General Manager if she plans to take any time off work for more than three consecutive days.

**D. TIMESHEETS**

Gluhan shall record all hours worked on a timesheet to be provided to her by the General Manager. Gluhan is required to submit a completed timesheet to the General Manager on the 15<sup>th</sup> and last day of each month.

**E. OFFICE**

Gluhan's on site District office will be in the training room at the El Monte Fire Station or at other office locations that may be arranged. Gluhan will be provided a District laptop and supportive equipment necessary for performance of her duties.

**F. OTHER ACTIVITIES**

Gluhan will not engage in any conduct or other employment or business that would interfere with her ability to fulfill her duties and responsibilities to the District. Gluhan will not engage in any conduct within or outside the scope of her employment with the District that reflects unfavorably on or discredits the District or other District employees.

Gluhan shall not create any conflict of interest with the District by accepting any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) or that otherwise might interfere with

the business and operations of the District. District may terminate this Agreement and Gluhan's employment should a conflict of interest arise or if Gluhan fails to promptly disclose any such conflict of interest to the District.

The District General Manager may, in her discretion, delegate to Gluhan certain additional administrative duties and responsibilities to be provided while the General Manager is away from the District. Such additional duties and responsibilities, if assigned, will not warrant any additional compensation beyond that specified in this Agreement.

#### **G. CONFIDENTIAL INFORMATION**

Gluhan acknowledges that in the performance of the duties as ESM, the District discloses and entrusts Gluhan with certain confidential or proprietary information. Gluhan agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Gluhan through Gluhan's employment relationship with the District unless such disclosure is authorized by the District in writing, required by law, or required in the performance of Gluhan's duties. This provision shall survive the termination or expiration of this Agreement.

### **III. COMPENSATION**

#### **A. COMPENSATION**

For all services rendered by Gluhan under this Agreement, Gluhan shall be paid an hourly wage of eighty-five dollars (\$85.00) per hour, up to eighty (80) hours per month. Hours worked over twenty (20) hours per week or eighty (80) hours per month will be at the written approval of the General Manager. Compensation will be capped at eighty-one thousand six-hundred dollars (\$81,600.00) per year. Wages are payable in accordance with the Santa Clara County Payroll Department's normal payroll practices for any pay period(s) during which Gluhan works at the District. Gluhan's wages shall be subject to applicable withholding requirements and deduction of any such other sums as may be agreed upon between Gluhan and the District.

#### **B. SOCIAL SECURITY**

The District shall pay the employer's portion of Social Security, State Disability Insurance ("SDI") and unemployment insurance. Deductions shall be made from Gluhan's paycheck for standard employee deductions required by law. The District is not providing retirement benefits or health insurance benefits to Gluhan. Gluhan is responsible for procuring and paying for any health care, retirement or other benefits outside of Gluhan's employment with the District. The District does not have a contract with or otherwise participate as an employer under the California Public Employees' Retirement System ("CalPERS").

**C. RETIREMENT BENEFITS**

The District does not participate in or provide any District-sponsored retiree benefit or pension programs (e.g., CalPERS, PARS, 457(b) plans, etc.). Gluhan acknowledges and agrees that by entering into this Agreement she will not be earning or be entitled to any retiree benefits from the District.

**D. INSURANCE**

As required by law, prior to the effective date of this Agreement the District shall obtain Workers Compensation insurance to cover the employment of Gluhan. Gluhan will also be covered as an employee under the District's general liability insurance.

**E. INDEMNIFICATION**

Consistent with California Government Code, District shall defend, hold harmless, and indemnify Gluhan using legal counsel of District's choosing, against expense or legal liability for acts or omissions by Gluhan occurring within the course and scope of Gluhan's employment under this Agreement.

**F. PERFORMANCE EVALUATION**

The General Manager shall periodically provide Gluhan with a written performance evaluation.

**G. LIABILITY FOR TAXES**

Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences to Gluhan, any designated beneficiary hereunder, the heirs, administrators, executors, successors and assigns of Gluhan. Gluhan shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the District harmless from such tax consequences.

**IV. TERMINATION OF EMPLOYMENT**

**A. TERMINATION OF SERVICE**

Gluhan or the District may terminate this Agreement for any reason prior to the expiration date in Paragraph 1(B) by providing notice to the other party in accordance with Paragraph VI(B) of this Agreement. The Agreement shall terminate fifteen (15) days after the Notice is sent ("Termination Date").

Gluhan shall not be entitled to any additional compensation or payment, including severance after the Termination Date.

Gluhan shall be entitled to salary earned up to and including the Termination Date, and expenses reimbursements as provided in Paragraph V(C) and V(D) of this Agreement through and until the Termination Date.

**B. RETURN OF PROPERTY**

Upon the termination of employment, Gluhan shall immediately deliver to the District, all property in Gluhan's possession or control belonging to the District or to any of its constituents, in good condition.

**V. FRINGE BENEFITS**

**A. SICK LEAVE**

Gluhan is entitled by State Law to twenty-four (24) hours of paid sick leave upon completion of Gluhan's one-hundred twentieth (120<sup>th</sup>) calendar day of employment, or as otherwise required by law. Thereafter, Gluhan will be provided twenty-four (24) hours of paid sick leave at the beginning of each year of employment. Sick leave can be accrued up to a maximum of forty-eight (48) hours. In each year of employment, Gluhan is limited to using up to twenty-four (24) hours of accrued sick leave. Unused sick leave shall be carried over from year-to-year subject to the forty-eight (48) hour accrual cap. Unused sick leave will not be cashed out upon termination of employment.

**B. VEHICLE STIPEND**

Gluhan is required to maintain a valid California Driver's License and have an automobile available at all times to perform the duties of the position. To reimburse Gluhan for this automobile requirement, Gluhan shall be provided a monthly automobile stipend of one hundred-fifty dollars (\$150.00). This stipend covers all work-related use of Gluhan's automobile within the geographical boundaries of the District. It is understood that this is a reasonable approximation of the usual and regular costs associated with the use and maintenance of Gluhan's automobile for work and that actual costs may exceed the stipend. Gluhan shall not submit for reimbursement costs associated with the maintenance and use of Gluhan's automobile within the District over and above the amount provided for in this stipend. Costs associated with use of Gluhan's automobile include but are not limited to: gas, maintenance, registration, insurance and car rentals in the event that Gluhan's automobile is not operable.

**C. UNIFORM ALLOWANCE**

During Gluhan's first year of employment, the District shall reimburse Gluhan for the purchase of the following items, up to a maximum of two-thousand eight hundred dollars (\$2,800.00):

1. Three (3) navy uniform slacks;

2. Four (4) navy uniform shirts;
3. Two (2) pairs of boots;
4. One (1) uniform jacket;
5. Two (2) vests; and
6. Headgear and personal safety equipment to be mutually agreed upon between Gluhan and the General Manager.

Additionally, the District shall reimburse Gluhan for costs related to the maintenance and cleaning of her uniform and boots up to a maximum of five-hundred dollars (\$500.00) per year.

In order to be reimbursed for the costs of the above-listed items as well as costs associated with the maintenance and cleaning of uniforms and boots, Gluhan must submit receipts documenting those costs to the General Manager no later than thirty (30) days after incurring the expense.

The Uniform Allowance under this Paragraph V(C) may be modified by Board President at any time if need arises for specialized safety, hazard gear or identification badging for up to an additional two thousand dollars (\$2,000.00). Any other modifications of this Agreement will be effective only if made in writing and executed by the parties

**D. REIMBURSEMENT FOR WORK RELATED EXPENSES**

Gluhan shall be reimbursed for all documented, actual, and necessary expenses incurred as a result of performance of job duties, including, but not limited to, business-related travel, membership in professional organizations, attendance at professional conferences, and purchase of business-related supplies. Business-related travel expenses shall include: lodging, airfare, meals, parking, tolls and mileage at the IRS rate for travel outside the District. Gluhan must receive prior approval from the General Manager prior to incurring any expenses for the attendance at professional conferences, airfare and overnight travel.

**E. UNPAID LEAVE**

By mutual agreement between Gluhan and the General Manager, Gluhan may be granted reasonable periods of unpaid leave. Gluhan shall schedule unpaid leave in a manner that minimizes the disruption of services provided by the District.

**F. NO OTHER FRINGE BENEFITS**

The District does not provide medical benefits, dental benefits, other insurance benefits, vacation leave, holiday pay, or other paid leave besides sick leave as specified in Paragraph V(A) of this Agreement. Gluhan acknowledges and agrees that other than the fringe benefits provided

for in this Agreement, she is not entitled to any other fringe benefits, health benefits, or leave benefits as a result of her employment with the District.

**G. ABUSE OF OFFICE OR POSITION**

Pursuant to Government Code sections 53243, 53243.1, 53243.2, and 53243.3, the following provisions shall apply to this Agreement:

1. The parties agree that the Authority has discretion to place Gluhan on paid administrative leave pending any investigation of Gluhan's conduct, that doing so is not required, and, that if the District does so, and if Gluhan is thereafter convicted of a crime involving an abuse of her position, then immediately following the conviction Gluhan shall reimburse the District for any salary paid to her while on leave under Government Code section 53243.
2. The parties further agree that the District has discretion to provide funds for the legal criminal defense of Gluhan, that doing so is not required, and, that if the District does so, and if Gluhan is thereafter convicted of a crime involving an abuse of her position, then immediately following the conviction Gluhan shall reimburse the District for all funds provided for her legal criminal defense under Government Code section 53243.1.
3. Notwithstanding any other provision of this Agreement, if Gluhan is dismissed and receives severance or any other cash settlement or noncontractual payments related to her termination, then under Government Code sections 53243.2 and 53243.3, Gluhan shall reimburse the District for the severance pay and/or cash settlement/non-contractual payments if she is convicted of a crime involving an abuse of his office or position.
4. For purposes of this Agreement, the phrase "abuse of office or position" shall have that meaning as set forth in Government Code section 53243.4.

**VI GENERAL PROVISIONS**

**A. ENTIRE INTEGRATED AGREEMENT**

Gluhan and the District declare and represent that no promise, inducement, or agreement not discussed in this Agreement has been made between them and that this Agreement contains the entire expression of agreement between Gluhan and the District on the subjects addressed in this Agreement. The text herein shall constitute the entire Agreement between the Parties, and supersedes all prior oral and written agreements or understandings between Gluhan and District.

**B. NOTICES**

Any notices to be given under this Agreement by either party to the other shall be in writing and may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the parties as set forth 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:

DISTRICT: Los Altos Hills County Fire District  
c/o General Manager  
P.O. Box 1766  
Los Altos Hills, California 94023

GLUHAN: Capt. Denise Gluhan (Ret.)

### **C. HEIRS AND EXECUTORS**

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Gluhan.

### **D. 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.

### **E. SEVERABILITY**

If any provision, or portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

### **F. ASSISTANCE OF COUNSEL**

Each party to this Agreement warrants to the other party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

### **G. LEGAL FEES**

In the event that either party to the Agreement brings a lawsuit to enforce or interpret any provisions of the Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

**H. JURISDICTION**

The Agreement shall be governed by the laws of the State of California. Should either party bring a lawsuit to enforce or interpret provisions of this Agreement, such action shall be brought in the Santa Clara County Superior Court, California.

**I. INTERPRETATION OF AGREEMENT**

The District and Gluhan acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement. Therefore, no presumption for or against validity or as to any interpretation hereof based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

**J. AMENDMENT**

This Agreement is intended by Gluhan and the District to be a fully integrated document. The terms of this Agreement are the complete, exclusive, and final embodiment of the parties' intent and may be modified only in a written document signed by Gluhan and the District.

IN WITNESS WHEREOF, the District has caused the Agreement to be signed and executed in its behalf by its Board Present and duly attested to by its District Clerk, both in duplicate, the day and year first above written.

\_\_\_\_\_ Date: \_\_\_\_\_  
Denise Gluhan

\_\_\_\_\_ Date: \_\_\_\_\_  
Mark Warren, Board President  
Los Altos Hills County Fire District

ATTESTED TO:

\_\_\_\_\_ Date: \_\_\_\_\_  
Cori Vargas, Interim District Clerk