

EMPLOYMENT AGREEMENT  
BETWEEN  
NORTH COUNTY FIRE  
PROTECTION DISTRICT  
AND

**LORENA ROCHA**



February 25, 2025 – February 25, 2028

## LORENA ROCHA

This Agreement is made and entered into between LORENA ROCHA (hereinafter referred to as "EMPLOYEE") and NORTH COUNTY FIRE PROTECTION DISTRICT (hereinafter referred to as "DISTRICT") in order to provide, in writing, the terms and conditions for the employment of EMPLOYEE by the DISTRICT.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

### 1. EMPLOYMENT:

- 1.1. The DISTRICT hereby employs EMPLOYEE, who accepts said employment, to serve as Finance Manager. EMPLOYEE agrees to serve in said position pursuant to the terms and conditions set forth in this Agreement and fulfill the duties as outlined in the Finance Manager job description, DISTRICT'S Standard Practices and Rules and Regulations. EMPLOYEE reports to the Fire Chief/CEO or designee. EMPLOYEE shall have no outside employment that impacts the fulfillment of their job duties.
- 1.2. This employment agreement shall have an initial term of three (3) years, commencing on March 17, 2025. Thereafter, the agreement shall be automatically renewed for successive one (1) year terms unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the initial term or any subsequent renewal term.

### 2. COMPENSATION AND BENEFITS:

- 2.1. **BASE PAY:** EMPLOYEE will be a salaried, overtime "exempt" employee as defined by applicable law. EMPLOYEE is an "at-will" employee and shall receive an annual base salary of \$164,411.00 per year beginning March 17, 2025, or revised start date, payable in bi-weekly installments. The DISTRICT may increase said base pay annually, based on EMPLOYEE's performance, as the DISTRICT deems appropriate, as further provided herein. This base pay may not be reduced during the term of this Agreement, except that if the DISTRICT finds it necessary to reduce the pay of all employees, EMPLOYEE's base pay may be reduced by no more than the average percent pay reduction imposed on all other employees. If the DISTRICT determines it necessary to freeze the compensation of all employees, EMPLOYEE base pay may also be frozen by DISTRICT action.
- 2.2. **FRINGE BENEFITS:** EMPLOYEE shall be entitled to receive all Management fringe benefits as established, except as otherwise provided in this Agreement. These benefits shall include retirement, dental, health, post-retirement health, life insurance, bilingual pay, annual, sick and holiday leave as set forth in the current Management Compensation Plan. The benefits shall exclude education pay and longevity pay.

### 3. ANNUAL LEAVE:

- 3.1. EMPLOYEE shall accrue twenty (20) hours of Annual Leave per calendar month. Accumulated Annual Leave shall not exceed 600 hours as of June 30 of any year. For the purposes of this section, the term "Annual Leave" is synonymous with the term "Vacation Leave."
- 3.2. EMPLOYEE may not convert any amount of accrued annual leave to cash or other form of compensation except as provided below:
- 3.2.1. In lieu of accruing annual leave to the EMPLOYEE'S leave balances, an EMPLOYEE may make an irrevocable election to receive in cash the leave hours the EMPLOYEE will accrue within a future six-month time period subject to the following:
- 3.2.2. EMPLOYEE must submit an Irrevocable Election Form by June 1<sup>st</sup> of each year, notifying the DISTRICT of the EMPLOYEE'S intent to receive in cash any amount of annual leave hours the EMPLOYEE will accrue between the following July 1<sup>st</sup> and December 31<sup>st</sup>. The EMPLOYEE will be paid within the first two weeks after January 1 in the calendar year following the irrevocable election and submission of the Irrevocable Election Form at his/her base hourly rate existing as of December 31<sup>st</sup> (i.e., the rate existing on the last day of the six-month election period); or
- 3.2.3. No later than December 1<sup>st</sup>, of each year, notifying the DISTRICT of the EMPLOYEE'S intent to receive in cash any amount of leave hours that the employee will accrue between the following January 1<sup>st</sup> and June 30<sup>th</sup>. The EMPLOYEE will be paid within the first two weeks after July 1 in the calendar year following the irrevocable election and submission of the Irrevocable Election Form at his/her base hourly rate existing as of June 30<sup>th</sup> (i.e., the rate existing on the last day of the six-month election period).
- 3.2.4. If EMPLOYEE does not submit an Irrevocable Election Form according to the timelines described in this Section, EMPLOYEE will be ineligible to receive cash payment in lieu of accruing paid leave.
- 3.2.5. EMPLOYEE must have a minimum of 240 hours of accrued annual leave balances at the time they submit an Irrevocable Election Form to the DISTRICT in order to be eligible for cash-in-lieu of accrued annual leave. At the time of payment, if EMPLOYEE did not accrue the number of annual leave hours EMPLOYEE previously elected to receive in cash (e.g., due to a period of absence without pay), EMPLOYEE will receive only that amount accrued during the six-month election period.
- 3.2.6. EMPLOYEE by written election received by the DISTRICT no later than June 1<sup>st</sup>, of each year may direct a portion of the value of Annual Leave pursuant to the EMPLOYEE'S qualifying 457 Deferred Compensation account to the annual allowable IRS plan limits.
- 3.2.7. EMPLOYEE by written election received by the DISTRICT no later than thirty (30) days prior to separation, may direct a portion of the value of her Annual Leave balance to the EMPLOYEE'S qualifying 457 Deferred Compensation account up to the annual allowable IRS plan limits. Otherwise, employee's Annual Leave balance will be cashed out upon EMPLOYEE's separation.

4. SICK LEAVE:

4.1. EMPLOYEE shall accrue twelve (12) hours sick leave per calendar month.

4.2. With the exception unforeseen circumstances, EMPLOYEE shall give the DISTRICT sufficient notice of intended separation such that the DISTRICT can budget for the payment. Specifically, the EMPLOYEE shall notify the DISTRICT no later than May 1st of the year of the intended separation from employment any time between July 1st and June 30th. For example, an EMPLOYEE intending to retire between July 1, 2024, and June 30, 2025, must notify the DISTRICT of their intended retirement by no later than May 1, 2024.

4.3. The EMPLOYEE shall have the following options:

4.3.1. Any EMPLOYEE by written election received by the DISTRICT no later than thirty (30) days prior to separation, may direct a portion of the value of their remaining sick leave balance to the EMPLOYEE'S qualifying 457 Deferred Compensation account up to the annual allowable IRS plan limits.

4.3.2. For "CLASSIC" EMPLOYEES (as defined by the California Pension Reform Act of 2013), all or a portion of the accrued Sick Leave may be credited to the EMPLOYEE'S CalPERS Retirement pursuant to the contract between the DISTRICT and CalPERS.

4.3.3. Upon separation from employment, one hundred percent (100%) of the value of all remaining unused Sick Leave shall be contributed to the EMPLOYEE'S individual account in the Post-Retirement Medical Benefit Trust at the rate of pay in effect at the time of separation from the DISTRICT. All or a portion of this value may also be used to pre-fund any premium payments due for participation in the group portion of the Post-Retirement Medical Benefit Trust and/or an approved 457 Plan.

5. HOLIDAY LEAVE: EMPLOYEE shall be entitled to the following twelve (12) holidays. If a holiday falls on a Saturday or Sunday, the leave period shall commence on Friday or Monday.

- New Year's Day;
- Martin Luther King Day;
- Presidents Day;
- Memorial Day;
- Juneteenth (Freedom Day)
- Independence Day;
- Labor Day;
- Columbus Day;
- Veteran's Day;
- Thanksgiving Day;
- The Day After Thanksgiving; and
- Christmas Day.

6. BEREAVEMENT LEAVE: EMPLOYEE shall be entitled to bereavement leave consisting of three (3) days of paid leave per event. This leave shall be limited to deaths that occur within the immediate family to include spouse, child, brother, sister, parent, in-laws and other blood relatives.

7. **COURT LEAVE:** If summoned by a court to appear for the purpose of qualifying or serving as a juror or for the purpose of appearing as a witness is entitled to court leave for that period of service.
8. **UNIFORMS:** Any required uniforms shall be provided by the DISTRICT.
9. **HEALTH INSURANCE:** The DISTRICT agrees to offer the CalPERS Health Benefits Program and pay a portion of the associated premiums as specified in this paragraph. EMPLOYEE agrees that they are liable for the difference between the total cost of the health plan they choose and the DISTRICT'S CalPERS health benefit contribution.
  - 9.1. The DISTRICT agrees to maintain a cafeteria-style benefit plan to be available to EMPLOYEE. Benefits which are available through this plan include dental insurance, vision care, life insurance, and health insurance.
  - 9.2. It is mutually agreed by all parties that excess funds (\$182.19 monthly per individual employee) shall be made available for the purchase of life, dental, vision and/or health insurance as provided for in the NCFPD cafeteria plan. Alternatively, EMPLOYEE may elect to have these excess funds contributed to the Post Retirement Medical Trust or 457 plan. There is no cash-out option for this incentive.
10. **RETIREMENT:** The DISTRICT shall contract with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits. Retirement benefits are tiered as described in California Government Code., Section 21354.5 for local miscellaneous members, known commonly as (2.7% at 55 Full). The contract shall also include the following:
  - Fourth level of 1959 Survivor Benefits (Section 21574);
  - Two years of additional service credit (Section 20903);
  - Credit for unused sick leave (Section 20965);
  - Post-retirement survivor allowance (Sections 21624, 21626 and 21628);
  - One-year final compensation (Section 20042);
  - Military Service credit as Public Service (Section 21024);
  - EMPLOYEE shall pay the full 8% employee share of the PERS contribution.
11. **EDUCATION REIMBURSEMENT:** The DISTRICT agrees to pay or to reimburse tuition as outlined in the current NCFPD Management MOU.
12. **PROFESSIONAL DEVELOPMENT:** The DISTRICT shall pay the reasonable and necessary costs and allow time for EMPLOYEE professional development, including professional conferences, seminars, meetings, participation in professional associations, professional dues and subscriptions.
13. **PHYSICAL EXAMINATION:** EMPLOYEE shall be provided with an optional annual comprehensive physical/medical examination by a qualified physician through the DISTRICT wellness program.

14. INDIRECT/BUSINESS EXPENSES: The DISTRICT agrees to reimburse for reasonable business-related expenses and such reasonable expense reimbursement shall not be considered additional compensation or wages.

15. TERMINATION:

15.1. BY-NOTICE BY EMPLOYEE: EMPLOYEE may resign and thereby terminate this Agreement at any time upon giving thirty (30) days written notice to the Fire Chief. In such event, EMPLOYEE shall continue to render services and be paid regular compensation and benefits up to the date of termination, unless mutually agreed by both parties. Upon such termination, EMPLOYEE shall be entitled to receive only such accrued benefits that may be due and payable at the time but shall not be entitled to any severance pay or other compensation.

15.2. BY NOTICE BY DISTRICT:

15.2.1. FOR CAUSE: The Fire Chief/CEO may terminate this contract and EMPLOYEE's employment at the DISTRICT at any time for cause. "Cause" includes, but is not limited to: Intentional or repeated failure to comply with legal requirements or with DISTRICT'S policies or directives; Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct or other misconduct in rendering of services on behalf of Employer; Current illegal use of drugs, substance abuse or being under the influence of alcohol while on duty; Repeated discourteous treatment of employees, subordinates, or the public; or Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this agreement. Upon such termination, EMPLOYEE shall be entitled to receive only such accrued benefits that may be due and payable at the time but shall not be entitled to any severance pay or other compensation.

15.3. AT THE PLEASURE OF THE CHIEF/CEO: The Fire Chief may terminate EMPLOYEE's employment and thereby, terminate this Agreement without cause at any time. If the termination is without cause, the EMPLOYEE shall receive thirty (30) days' written notice of the termination, specifying the effective date. Upon such termination without cause, the EMPLOYEE shall be entitled to receive all such accrued benefits as described elsewhere in this agreement that may be due and payable at the time.

15.4. SEVERANCE PAY: In the event EMPLOYEE is terminated without Cause (as defined in Section 15.2.1 of this Agreement), EMPLOYEE shall be entitled to an amount equal to EMPLOYEE's base salary for six (6) months ("SEVERANCE PAY") conditioned upon EMPLOYEE's execution of a settlement agreement (i) waiving any and all claims EMPLOYEE may have against DISTRICT and/or its officers or directors; (ii) including a release of all known or unknown claims related to or arising out of EMPLOYEE'S employment with DISTRICT, including the termination of said employment; (iii) a Civil Code section 1542 waiver; and (iv) any other provisions, clauses, terms and/or conditions, deemed appropriate by the Board at the time of the termination of EMPLOYEE's employment, under the facts and circumstances of such termination. In order for EMPLOYEE to be eligible for the SEVERANCE PAY, the release agreement must be finalized no later than twenty-one (21) days after the effective date of EMPLOYEE'S

termination or the date upon which the release agreement is presented to EMPLOYEE, whichever is later.

15.5. BY RETIREMENT: The employment of EMPLOYEE and this Agreement shall automatically terminate upon the retirement of EMPLOYEE and upon EMPLOYEE giving thirty (30) days written notice of such retirement to the DISTRICT.

15.6. BY DEATH OR DISABILITY: The employment of EMPLOYEE and this Agreement shall automatically terminate upon the death of EMPLOYEE or upon the termination of their employment because of permanent disability. As used herein, disability shall have the same meaning and shall be determined in the same manner, as provided under CalPERS. Neither EMPLOYEE nor their heirs, administrators or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights to accrued benefits as described herein and that may be provided by law and CalPERS.

16. PERFORMANCE AND EVALUATION:

16.1. The Fire Chief/CEO shall review and evaluate EMPLOYEE's performance annually. As a component of the evaluation and no later than June 30 of each year, the DISTRICT will conduct a contract and salary review. Based upon a positive performance evaluation, the DISTRICT will consider any necessary changes to the contract language or compensation and benefits.

17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

17.1. The DISTRICT, in consultation with the EMPLOYEE, may fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the EMPLOYEE.

18. GENERAL PROVISIONS:

18.1. This Agreement constitutes the entire agreement between the DISTRICT and EMPLOYEE.

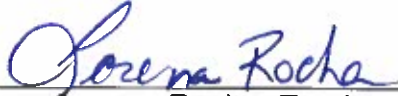
18.2. If any provision or any portion of this Agreement is held to be unconstitutional invalid, or unenforceable, the remainder shall be deemed severable, shall not be affected and shall remain in full force and effect.

18.3. This Agreement may be amended only in writing by mutual agreement of the DISTRICT and EMPLOYEE.

18.4. Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25<sup>th</sup> day of February 2025.

**FINANCE MANAGER**



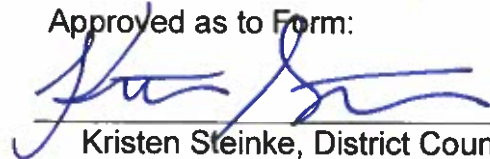
\_\_\_\_\_  
Lorena Rocha, Employee

**NORTH COUNTY FIRE  
PROTECTION DISTRICT**



\_\_\_\_\_  
Keith McReynolds, Fire Chief

Approved as to Form:



\_\_\_\_\_  
Kristen Steinke, District Counsel

FINANCE MANAGER  
WAGE SCALE

EFFECTIVE: FEBRUARY 25, 2025

TIME BASE	RANGE	CONTRACT DATE	Effective Date
Hourly	\$79.04	February 25, 2025	March 17, 2025
Bi-Weekly	\$6,323.50		
Annual	\$164,411.00		

# NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072 • Web: www.ncfireca.gov

## BOARD OF DIRECTORS

JEFFERY EGKAN  
KENNETH E. MUNSON  
ROSS PIKE  
MIKE REARDON  
CHRIS SHAW

KEITH MCREYNOLDS - Fire Chief  
KRISTEN S. STEINKE - General Counsel  
MAVIS CANPINAR - Executive Assistant/Board Clerk

## Finance Manager Side Letter Agreement

September 30, 2025

### PURPOSE:

By this Side Letter of Agreement, the North County Fire Protection District and Finance Manager hereby agree to amend the terms and conditions of the parties' Finance Manager Employment Agreement, covering the period of March 17, 2025, to March 17, 2028. The purpose of this side letter is to add Mutual Aid Overtime Pay for the Finance Manager to the Employment Agreement by making the following addition:

### Addition of Article 2, SECTION 2.1.1, as follows:

Article 2, section 2.1.1: The Finance Manager shall be paid for all hours worked in excess of normal hours when assigned to mutual aid (not automatic aid) incidents directly impacting the District with prior authorization of the Fire Chief. Mutual aid overtime shall be calculated at a rate of 1.5 times the normal hourly rate for the Finance Manager.

Except as provided for in this Side Letter of Agreement, no other terms and conditions of the Employment Agreement shall be amended or deleted. The above amendments of the Employment Agreement shall take effect and supersede the pre-existing terms as noted herein.

Finance Manager

  
Lorena Rocha

Approved as to form:

North County Fire Protection District

  
Chris Shaw, Board President

  
Kristen Steinke, General Counsel

Board Approval Date 9/30/25



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALL AND RAINBOW

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# NORTH COUNTY FIRE PROTECTION DISTRICT

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KEITH MCREYNOLDS - Fire Chief/CEO  
KRISTEN S. STEINKE - General Counsel  
MAVIS CANPINAR - Executive Assistant/Board Clerk

## SIDE LETTER AGREEMENT AND FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE NORTH COUNTY FIRE PROTECTION DISTRICT AND LORENA ROCHA

This First Amendment to the Employment Agreement ("First Amendment") between the North County Fire Protection District ("District") and Lorena Rocha ("Rocha" or "Finance Manager") (collectively, the "Parties") is effective on March 17, 2026, and is an amendment to the Employment Agreement ("Agreement") between the District, and Rocha, an individual, that was effective as of March 17, 2025.

### RECITALS

- A. The terms and conditions of Finance Manager Rocha's employment with the District are set forth in the Agreement dated February 25, 2025 with an effective date of March 17, 2025; and
- B. The Parties now desire to amend the terms of the contract to reflect (1) an increase in compensation; and (2) an intent to allow an automatic adjustment for any automobile allowance or similar benefit that may be added to the Memorandum of Understanding with Senior Administrative staff with the District when negotiations are complete in 2026 with said bargaining unit.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Section 2.1 of the Agreement is hereby amended to read as follows (~~strikethrough~~ text reflects removal of language; underlined text reflects added language):

BASE PAY: EMPLOYEE will be a salaried, overtime "exempt" employee as defined by applicable law. EMPLOYEE is an "at-will" employee and shall receive an annual base salary of ~~\$164,411.00~~ \$180,852.00 per year beginning ~~March 17, 2025, or revised start date~~ March 17, 2026, payable in bi-weekly installments. The DISTRICT may increase said base pay annually, based on EMPLOYEE's performance, as the DISTRICT deems appropriate, as further provided herein. This base pay may not be reduced during the term of this Agreement, except that if the DISTRICT finds it necessary to reduce the pay of all employees, EMPLOYEE's base pay may be reduced by no more than the average percent pay reduction imposed on all other employees. If the DISTRICT determines it necessary to freeze the compensation of all employees, EMPLOYEE base pay may also be frozen by DISTRICT action.



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2. The wage scale attached to the Agreement shall also be adjusted to reflect the adjustment in compensation as follows (~~strikethrough~~ text reflects removal of language; underlined text reflects added language):

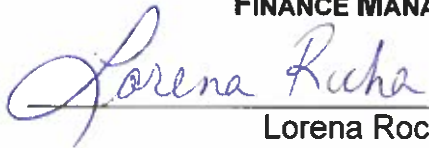
**FINANCE MANAGER  
WAGE SCALE**

EFFECTIVE: APRIL 1, 2026 ~~FEBRUARY 25, 2025~~

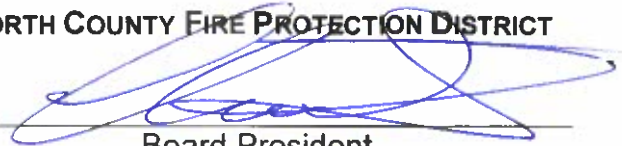
TIME BASE	RANGE	CONTRACT DATE	Effective Date
Hourly	<del>\$79.04</del> <u>\$86.95</u>	February 25, 2025	<del>March 17, 2025</del> March 17, 2026
Bi-Weekly	<del>\$6,323.50</del> <u>\$6,955.85</u>		
Annual	<del>\$164,411.00</del> <u>\$180,852.00</u>		

3. An automatic adjustment to the Agreement shall be made for any automobile allowance or similar benefit that may be added to the Memorandum of Understanding with Senior Administrative staff with the District when negotiations are complete in 2026 with said bargaining unit.

**FINANCE MANAGER**

  
Lorena Rocha


**NORTH COUNTY FIRE PROTECTION DISTRICT**

  
Board President

3/31/26

Board Approval Date

Approved as to Form:

  
Kristen Steinke, District Counsel