

**RESOLUTION NO. 2022-13**

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT  
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE  
PROTECTION DISTRICT AND SENIOR ACCOUNTANT BROOKE KERRIGAN.**

**WHEREAS**, Senior Accountant Brooke Kerrigan is a non-represented employee of the Novato Fire Protection District and;


**WHEREAS**, Senior Accountant Brooke Kerrigan provides a valuable service to the Novato Fire Protection District; and

**WHEREAS**, the Board of Directors finds the salary and benefits for the Senior Accountant Brooke Kerrigan, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.

**NOW, THEREFORE, BE IT PROCLAIMED** that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

**PASSED AND ADOPTED** by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 11th day of May, 2022, by the following vote:

Ayes: *Davis, Gomes, Hadfield, Silverman*  
Noes: *none*  
Absent: *Francisco*

  
\_\_\_\_\_  
President Lj Silverman, Board Of Directors

Attest:  
  
\_\_\_\_\_  
Board Clerk, Jeanne Villa



**Employment Agreement**

**Between**

**Novato Fire Protection District**

**And**

**Senior Accountant Brooke Kerrigan**

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## **Employment Agreement**

THIS AGREEMENT (“Agreement”) is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Senior Accountant Brooke Kerrigan (“Senior Accountant”). This employment agreement will be in effect from May 16, 2022, through June 30, 2025, unless earlier terminated pursuant to the provisions of Articles II and III.

### **ARTICLE I - FULL UNDERSTANDING AND AGREEMENT**

This Agreement will serve to memorialize the understanding of the parties regarding the Senior Accountant’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

### **ARTICLE II – FOR CAUSE EMPLOYMENT**

The Senior Accountant’s employment will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. It is understood and agreed that the Senior Accountant serves as a “for cause” employee, meaning their employment and this Agreement with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules in addition to the provisions of Article III.

### **ARTICLE III – TERMINATION OF AGREEMENT**

A. For Cause Termination. After satisfactorily completing the 12-month probationary period, the Senior Accountant’s employment with the District shall be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. The District may terminate the Senior Accountant’s employment and this Agreement for reasons and in the procedural manner provided by the District’s personnel rules. In the event this Agreement is terminated pursuant to this Article III.B., the Senior Accountant shall be paid for all days of service completed and any unused accrued vacation, and this Agreement shall be terminated.

B. Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the District and the Senior Accountant on such terms and conditions agreed to by the parties subject to the limitations of this Agreement.

### **ARTICLE IV – SALARY**

The Senior Accountant’s salary shall be as follows:

- Base salary to \$110,000 effective May 16, 2022.

- Effective July 1, 2022 = 2% increase to individual employee base salary. However, if the property tax estimate realized by the NFPD (based on the County of Marin Net Property Tax Revenue for the NFPD) as of June 2022 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the NFPD realizes over 2%, the Senior Accountant will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.
- Effective July 1, 2023 = 2% increase to individual employee base salary. However, if the property tax estimate realized by the NFPD (based on County of Marin Net Property Tax Revenue for the NFPD) as of June 2023 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the NFPD realizes over 2%, the Senior Accountant will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.
- Effective July 1, 2024 = 2% increase to individual employee base salary. However, if the property tax estimate realized by the NFPD (based on County of Marin Net Property Tax Revenue for the NFPD) as of June 2024 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the NFPD realizes over 2%, the Senior Accountant will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

## **ARTICLE V – BENEFITS**

The Senior Accountant is eligible for the following benefits:

### **A. Deferred Compensation (457 Plan) Contributions**

The District will contribute up to \$150.00 per month dollar for dollar match toward the Senior Accountant's deferred compensation (457) plan, provided the Senior Accountant contributes at least \$150.00 per month to their deferred compensation plan.

### **B Overtime Pay**

The Senior Accountant shall only be eligible for overtime pay at one and a half time actual hours worked in the event of an Emergency Operations Center (EOC) activation, during which time the Senior Accountant is required to staff the EOC. This time may be taken as overtime or Compensatory Time (CTO), both are non-pensionable pay items.

### **C. Compensatory Time Pay**

1. The Senior Accountant will receive 40 hours of Compensatory Time Off (CTO) into their CTO bank.

2. The Senior Accountant will receive 40 hours of CTO annually into their CTO bank on January 1, 2023, January 1, 2024, and January 1, 2025.
3. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
4. CTO On time older than one year shall be cashed out.
5. Compensatory Time (CTO) is non-pensionable.
6. CTO Off time may be used in minimum increments of 1 hour.

D. Physical Fitness

The Senior Accountant may use Physical Fitness time per the District's physical fitness policy.

F. Health Insurance – Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District-sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

***30 Day Wait Period for Enrollment in Health Plans***

Employees hired on or after June 1, 2011 shall have a 30 day waiting period before they are enrolled in District medical, dental, or vision plans. In accordance with the Affordable Care Act, medical benefits will become active on the 30th day of employment.

**1. Medical Insurance: District Employer Contribution for Medical Insurance Benefits**

The District has contracted with the CalPERS Health Benefits Program for the purpose of providing the Senior Accountant and their dependents with access to medical insurance benefits. The Senior Accountant must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act ("PEMHCA").

The amount required by Government Code section 22892 shall be the District's Employer Contribution for medical insurance benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees eligible to participate in the District's medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee shall be determined based on an employee's participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of participation in District-sponsored medical benefits that are available through an IRS Code section 125 cafeteria plan. Upon the effective date of this Agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution totals 80% of the Kaiser HMO premium for active employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

The District's contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The Senior Accountant is responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for the purpose of providing employees with access to various health benefits.

2. Effective November 16, 2018, the District shall establish a Retirement Health Savings ("RHS") plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute \$150.00 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225.00 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2022, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index ("CPI").

3. Members hired on or after July 1, 2009, may purchase medical insurance through the District in retirement, and the District will pay the minimum contribution required under the PEMHCA law.

G. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Senior Accountant and their dependents.

1. Dental Insurance in Retirement: Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

H. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Senior Accountant and their dependents.

1. Vision Insurance in Retirement: Retired members may purchase vision insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

I. Marin County Employee's Retirement Association

1. Effective the first pay period after the date of adoption of this Agreement, the Senior Accountant shall be responsible for 100% of their retirement contribution to the Marin County Employee's Retirement Association ("MCERA").

J. Life Insurance

The District will contribute twelve dollars (\$12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Senior Accountant's paycheck. The Senior Accountant will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

K. Disability – AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Senior Accountant.

L. Employee Assistance Program ("EAP")



The Senior Accountant may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (“MHN”) offers employees and their dependents nine (9) counseling sessions per incident per year along with on-line services.

**M. Educational Incentive Contributions to 457 Plan**

1. The Senior Accountant may earn a maximum of 3% of their base salary from educational incentives for one the following items:

Bachelor’s Degree – 2%

Master’s Degree – 3%

2. Education incentive payments may not be used as a form of retirement subvention.
3. The Educational Incentive amount shall be deposited into the Senior Accountant’s deferred compensation plan.
4. The Senior Accountant must have an active District-sponsored 457 Plan account to be eligible to receive the Educational Incentive pay.
5. The Educational Incentive amount earned shall not be pensionable.

**N. Excess Sick Leave – Retirement**

A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

**O. Notice Incentive Program**

In order to preserve valuable institutional knowledge and provide sufficient time for knowledge transfer, the NFPD will offer an incentive of \$1,000 to the Senior Accountant if they provide three (3) months’ notice of pending resignation/retirement, of \$2,000 for six (6) months’ notice, payable at the time of separation from employment with the NFPD.

The Senior Accountant is eligible for this incentive if:

- They have been employed full-time for five (5) or more years with the NFPD
- They have provided written, irrevocable notice of their resignation/retirement, including effective date; and
- They agree that during their final month of District employment, they will remain in a regular working state through their stated date of separation from employment, and

take no more than five (5) days of pre-approved accrued time off, which shall not be taken in the final two weeks of employment.

## ARTICLE VI – LEAVES

This section includes descriptions for the different type of leave programs available to the Senior Accountant.

A. Bereavement Leave

See Policy 1049 for information on Bereavement Leave.

B. Catastrophic Leave

See Policy 1049 for information on Catastrophic Leave.

C. FMLA Leave

See Policy 1038 for information and requirements for FMLA.

D. Floating Holidays

1. The Senior Accountant shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4-hour or greater increments.
3. If the Senior Accountant has a Floating Holiday hour balance of less than four (4) hours, they may use the accrued hours in any increment up to the maximum of their accrued vacation hours.

E. Sick Leave

See Policy 1050 for information on Sick Leave.

1. The Senior Accountant shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

F. Sick Leave Incentive

1. The Senior Accountant shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.

2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Senior Accountant's deferred compensation account (457 Plan).

G. Office Holidays

Paid holidays for management and administrative support staff members are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, and Christmas.

I. Vacation

See Policy 1049 for information on Vacation.

1. The Senior Accountant shall receive Vacation Leave based upon their completed years of service, following the District's Vacation policy. Vacation accrual begins on date of hire and is prorated until the end of the calendar year. For purposes of calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

EXAMPLE: An employee hired on April 1, 2000, will have their years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.
3. If the Senior Accountant has a vacation hour balance of less than four (4) hours, they may use the accrued hours in any increment up to the maximum of their accrued vacation hours.
4. Vacation may not be accrued in excess of two times the Senior Accountant's annual accrual rate. The Senior Accountant will cease to accrue vacation once they has accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

J. Vacation Cash Out

See Policy 1049 for information on Vacation Cash Out.

## **ARTICLE VII – RETIREMENT**

### **A. PEPRA Retired Employees**

Effective January 1, 2013, the District will comply with the PEPRA Tier for all employees hired on or after this date.

1. 2% at age 62.
2. Annual Cost of Living Adjustment not to exceed 2%.
3. Highest three (3)-year period for determining final compensation for retirement pay.

## **ARTICLE VIII – DRIVER’S LICENSE REQUIREMENTS**

The Senior Accountant is required to possess a valid California Driver’s License, Class C.

## **ARTICLE IX – EXISTING DISTRICT PERSONNEL RULES, POLICES, AND PROCEDURES**

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies, and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until otherwise modified in accordance with State law.

## **ARTICLE X – ADDITIONAL PROVISIONS**

- A. Reimbursement of Salary and Criminal Legal Defense if Convicted of a Crime. In accordance with the requirements of AB 1344, in the event this contract is terminated, any cash settlement paid to the Senior Accountant related to such termination shall be fully reimbursed to the District in the event the Senior Accountant is convicted of a crime involving an abuse of office or position as described in Government Code section 53243.4. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position shall be fully reimbursed to the District in the event the Senior Accountant is convicted of such crime. Said reimbursement shall be made within thirty (30) days of conviction, regardless of any appeal, and may be deducted from any wages, settlements, or payments due the Senior Accountant under this Agreement, including under Article III above. Nothing contained herein shall preclude other means of obtaining reimbursement.

- B. Notice of Finalist in Search. In all cases the Senior Accountant shall immediately notify the Finance Director should they become a finalist in the selection process for a position with any other organization.
- C. Complete Agreement. This Agreement is the full, complete, and final expression of the Agreement between the parties hereto, concerning the Senior Accountant's employment with the District. This Agreement supersedes, replaces, and terminates all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.
- D. Waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach. Any waiver by the District shall require approval of the Board of Directors.
- E. Amendment. This Agreement may be changed, modified, or amended by mutual consent of the parties. Such changes, modifications, or amendments shall be reduced to writing and signed by both parties. Any amendment of this Agreement shall require approval of the Board of Directors.
- F. Severability. It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. If a court of competent jurisdiction should rule that any provision of this Agreement is invalid, for any reason whatsoever, such ruling shall not affect the validity of the remaining portions of the Agreement, and the same shall continue in full force and effect.
- G. Governing Law. This Agreement has been negotiated and entered into in the State of California and this Agreement is subject to all applicable laws of the State of California, rules and regulations of the District, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.
- H. Counterparts. This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

*Brooke Kerrigan*

Senior Accountant Brooke Kerrigan

5/17/22  
Date

Accepted by the Novato Fire Protection District

*[Signature]*

Board Chair on behalf of the Novato Fire Protection District

5/17/2022  
Date