

RESOLUTION NO. 2022-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD JANUARY 5, 2022 – FEBRUARY 4, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta and the Omicrom Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's

ongoing vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicrom Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County as of December 28, 2021 are currently at 23.1 cases per 100,000 among vaccinated individuals and 100.6 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta and Omicrom Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 18 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public

meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 20, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 5th day of January 2022, by the following vote:

AYES: *Davis, Gaines, Hadfield, Silverman*
NOES: *none*
ABSENT: *Francisco*
ABSTAIN: *none*



President Lj Silverman

Attest:


Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-2

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND MANAGEMENT INFORMATION SYSTEMS COORDINATOR
AZAR MASHINTCHIAN.**

WHEREAS, Management Information Systems Coordinator Azar Mashintchian is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Management Information Systems Coordinator Azar Mashintchian provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Management Information Systems Coordinator Azar Mashintchian, 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 9th day of February, 2022, by the following vote:

Ayes: Davis, Francisco, Goines, Hadfield and Silverman

Noes: None

Absent: None



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jeanne Villa



Employment Agreement
Between
Novato Fire Protection District
And
Management Information Systems Coordinator
Azar Mashintchian

January 19, 2022

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Management Information Systems Coordinator (MIS Coordinator). This employment agreement will be in effect February 1, 2022 through June 30, 2025. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I – FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the MIS Coordinator’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 MIS Coordinator’s employment with the District shall not be for any particular term and she will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the MIS Coordinator serves as a “for cause” employee, meaning her employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the MIS Coordinator shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – SALARY

The MIS Coordinator’s salary shall be as follows, effective February 16, 2022.

Position	Monthly Base Salary
Effective 2/16/2022	\$10,916.67
Effective 7/1/2023	\$11,145.20
Effective 7/1/2024	\$11,368.10

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 NSAS members

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 NSAS members will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE V – BENEFITS

The MIS Coordinator 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 MIS Coordinator's deferred compensation (457) plan, provided the MIS Coordinator contributes at least \$150.00 per month to her deferred compensation plan.

B. Overtime Pay

The MIS Coordinator shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Overtime Policy.

C. Compensatory Time Pay

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.
4. Compensatory Time (CTO) is non-pensionable.
5. CTO Off time may be used in minimum increments of 1 hour.

D. Physical Fitness

The MIS Coordinator may use Physical Fitness time per the District physical fitness policy.

E. 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.

The MIS Coordinator is eligible to continue on the following medical plan contribution schedule, specific to their appropriate tier based upon the hiring dates below.

1. **Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits**

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the MIS Coordinator and their dependents with access to medical insurance benefits. The MIS Coordinator 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 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 MIS Coordinator 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.

Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

2. Members hired on or after January 1, 2015 may purchase medical insurance through the District in retirement and the District will pay the minimum contribution required under the PEMHCA law.

For members hired after January 1, 2015 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 a \$100 per month contribution to the mandatory \$50.00 per month member contribution for members under the age of 40 for a total combined contribution of \$150 per month. When current members reach the age of 40, the member contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For members over the age of 40 at the time of this MOU ratification, the District shall contribute a \$150 per month to the mandatory member contribution of \$75.00 per month for a total of \$225 per month.

F. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the MIS Coordinator 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.

G. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the MIS Coordinator 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.

H. Marin County Employee's Retirement Association

The MIS Coordinator shall be responsible for 100% of their retirement contribution to the Marin County Employee's Retirement Association (MCERA).

I. Life Insurance, All Tiers

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

J. Disability - AFLAC Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

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

L. Continuing Education/Career Development

As funding allows, and as approved by the Fire Chief, career development for the MIS Coordinator includes books, tuition or conference fee, and up to 80 hours of paid leave per year. The selection of the conferences and/or classes shall be selected by mutual agreement between the MIS Coordinator and Fire Chief, but must be within the scope of the job requirements for the position.

M. Educational Incentive contributions to 457 Plan

The MIS Coordinator may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below. Degree must be from an accredited college or university.

- a. Associate's Degree – 1%
- b. Cisco Certified Network Associate (CCNA) – 2%
- c. Bachelor's Degree – 3%

1. Education incentive payments may not be used as a form of retirement subvention.
2. The Educational Incentive amount shall be deposited into the MIS Coordinator's deferred compensation plan.
3. The MIS Coordinator must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
4. 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.

ARTICLE VI – LEAVES

This section includes descriptions for the different type of leave programs available to the MIS Coordinator.

A. Bereavement Leave

This leave is available to the MIS Coordinator for the purpose of attending to family needs that arise in connection with the death of a member of the MIS Coordinator's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents, and spouse's grandparents.

B. Catastrophic Leave

This leave is available to the MIS Coordinator. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the MIS Coordinator from returning to work for an extended period of time, during which MIS Coordinator will exhaust all of their accumulated leave balances. In order to request catastrophic leave the MIS Coordinator must have exhausted all of their accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the MIS Coordinator is incapacitated, their legally recognized representative may request that the account be opened.

C. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of their own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The MIS Coordinator 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 MIS Coordinator 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. General Sick Leave

The MIS Coordinator shall accrue sick leave at a rate of 8.5 hours per month. Upon date of hire, the MIS Coordinator will have 80 hours of sick leave deposited into their sick leave bank.

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 MIS Coordinator 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 MIS Coordinator deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute the MIS Coordinator's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The MIS Coordinator must request this transfer of excess sick leave hours by the first pay period in January.
3. If the MIS Coordinator has less than 500 hours, they may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the MIS Coordinator's hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve and Christmas.

I. Vacation

1. The MIS Coordinator shall start receiving Vacation Leave accruals based upon the rate of five (5) years of service, which is 153 hours annually. Upon date of hire, the MIS Coordinator will have 153 hours of vacation deposited into their vacation bank. Future vacation will be accrued throughout the year for use the following 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 MIS Coordinator 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 MIS Coordinator's annual accrual rate. The MIS Coordinator will cease to accrue vacation once they have accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the MIS Coordinator, at their request, up to 50% of their total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VII -RETIREMENT

Full time employees shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA).

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

The MIS Coordinator is required to possess a valid California Driver License, Class C.

ARTICLE IX – EXISTING DISTRICT PERSONNEL RULES, POLICIES, 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 changed in accordance with State law.

ARTICLE X – ADDITIONAL PROVISIONS

A. Severability

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the MIS Coordinator and the District. The failure of the MIS Coordinator or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.



MIS Coordinator Azar Mashintchian

2/16/2022

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

2/11/2022

Date

RESOLUTION NO. 2022-3

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD FEBRUARY 9, 2022 – MARCH 8, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta and Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing

vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 65.2 cases per 100,000 among vaccinated individuals and 248.3 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 31, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

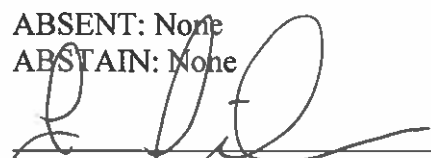
PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 9th day of February 2022, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield and Silverman

NOES: None

ABSENT: None

ABSTAIN: None



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-5

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
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WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta and Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing

vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 9.5 cases per 100,000 among vaccinated individuals and 32.4 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

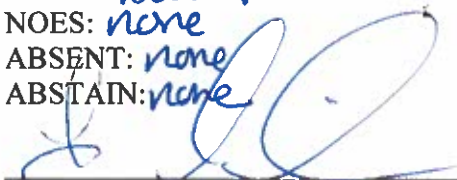
Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 1, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 2nd day of March 2022, by the following vote:

AYES: *Davis, Francisco, Gomes, Hadfield, Silverman*
NOES: *none*
ABSENT: *none*
ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-6

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD MARCH 15, 2022 – APRIL 14, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta and Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing

vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 6.5 cases per 100,000 among vaccinated individuals and 22.4 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 14, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

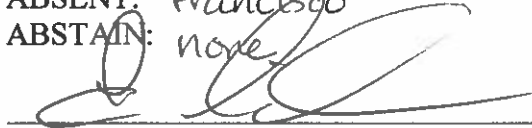
PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 15th day of March 2022, by the following vote:

AYES: *Davis, Gomes, Hadfield, Silverman*

NOES: *none*

ABSENT: *Francisco*

ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-7

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND ADMINISTRATIVE SERVICES MANAGER JEANNE VILLA.**

WHEREAS, Administrative Services Manager Jeanne Villa is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Administrative Services Manager Jeanne Villa provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Administrative Services Manager Jeanne Villa, 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 13th day of April, 2022, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Administrative Services Manager Jeanne Villa

TABLE OF CONTENTS:

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Article IX: Driver's License Requirements

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Article XI: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Administrative Services Manager. This employment agreement will be in effect January 1, 2022 through June 30, 2025. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Administrative Services Manager’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 Administrative Services Manager’s employment with the District shall not be for any particular term and she will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Administrative Services Manager serves as a “for cause” employee, meaning her employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the Administrative Services Manager shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – ONE TIME BONUS

In recognition of the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, the District proposes an off-schedule/one-time bonus in the amount of \$5,000 to be paid within 30 days of full ratification of the tentative agreement.

ARTICLE IV – SALARY

Effective January 1, 2022, the Novato Fire Protection District (District) and Administrative Services Manager (ASM) agree:

- Increase in base salary effective on January 1, 2022 to \$164,344.84 annually.
- 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 ASM 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 ASM 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 ASM will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE V - BENEFITS

The Administrative Services Manager 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 Administrative Services Manager's deferred compensation (457) plan, provided the Administrative Services Manager contributes at least \$150.00 per month to her deferred compensation plan.

B. Overtime Pay

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

D. Physical Fitness

The Administrative Services Manager may use Physical Fitness time per the District physical fitness policy.

E. 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.

The Administrative Services Manager is eligible to continue on the following medical plan contribution schedule, specific to their appropriate tier based upon the hiring dates below.

1. **Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits**

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Administrative Services Manager and her dependents with access to medical insurance benefits. The Administrative Services Manager 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 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 Administrative Services Manager is responsible for paying the difference between the cost of her 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. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents.

Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree 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 will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee's medical coverage shall be required only to the extent required by law.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee is determined based on an employee's participation level, as described more fully below. The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee's tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

- a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

Beginning the date of adoption of this Agreement the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of date of the contract or other agreement governing the employee's employment with the District.

Supplemental Retiree Benefit Allowance Vesting

Current Years of Service as of July 1, 2015	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 to 25	75%
25 to 30	80%

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

Effective the date of adoption of this Agreement, 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 a \$100 per month contribution to the mandatory \$50.00 per month employee contribution for employees under

the age of 40 for a total combined contribution of \$150 per month. When current employees reach the age of 40, the employee contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a \$150 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, 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).

F. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Administrative Services Manager and her dependents.

- a. **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.

G. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Administrative Services Manager and her dependents.

- a. **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.

H. Marin County Employee's Retirement Association

1. The Administrative Services Manager shall be responsible for 100% of her retirement contribution to the Marin County Employee's Retirement Association (MCERA).

I. Life Insurance, All Tiers

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

J. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Administrative Services Manager.

K. Employee Assistance Program (EAP)

The Administrative Services Manager 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 10 counseling sessions per incident, per year along with on-line services.

L. Educational Incentive contributions to 457 Plan

1. The Administrative Services Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below.
 - a. Bachelor's Degree – 2%
 - b. 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 Administrative Services Manager's deferred compensation plan.

4. The Administrative Service Manager 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.

M. 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.

N. 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 ASM 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 ASM 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 Administrative Services Manager.

A. Bereavement Leave

This leave is available to the Administrative Services Manager for the purpose of attending to family needs that arise in connection with the death of a member of the Administrative Services Manager's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. Catastrophic Leave

This leave is available to the Administrative Services Manager. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Administrative Services Manager from returning to work for an extended period of time, during which Administrative Services Manger will exhaust all of her accumulated leave balances. In order to request catastrophic leave the Administrative Services Manager must have exhausted all of her accrued leave, including sick leave, compensatory time off, and vacation time and received

the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the Administrative Services Manager is incapacitated, her legally recognized representative may request that the account be opened.

C. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The Administrative Services Manager 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 Administrative Services Manager has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

E. General Sick Leave

1. The Administrative Services Manager 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 Administrative Services Manager 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 Administrative Services Manager's deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute the Administrative Services Manager's deferred compensation account an amount equivalent to the hours in her sick leave bank in excess of 500 hours.
2. The Administrative Services Manager must request this transfer of excess sick

leave hours by the first pay period in January.

3. If the Administrative Services Manager has less than 500 hours, she may not request a transfer; in addition, no transfer of sick leave hours shall cause her sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the Administrative Services Manager's hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, and Christmas Day.

I. Vacation

1. The Administrative Services Manager shall receive Vacation Leave based upon her completed years of service, following the District Vacation policy. 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 his/her 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 Administrative Services Manager has a vacation hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.
4. Vacation may not be accrued in excess of two times the Administrative Services Manager's annual accrual rate. The Administrative Services Manager will cease to accrue vacation once she has accrued twice her annual vacation accrual until such time as her accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Administrative Services Manager, at her request, up to 50% of her total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier 1 Retired Employees

Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

1. 2% @ age 55
2. Annual Cost of Living Adjustment not to exceed 4%.
3. Highest 12 month period for determining final compensation for retirement pay.

ARTICLE VIII - DRIVER LICENSE REQUIREMENTS

The Administrative Services Manager is required to possess a valid California Driver 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 changed in accordance with State law.

ARTICLE X - ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Administrative Services Manager and the District. The failure of the Administrative Services Manager or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

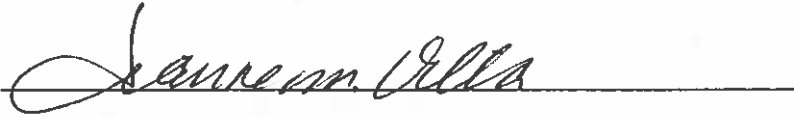
C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.

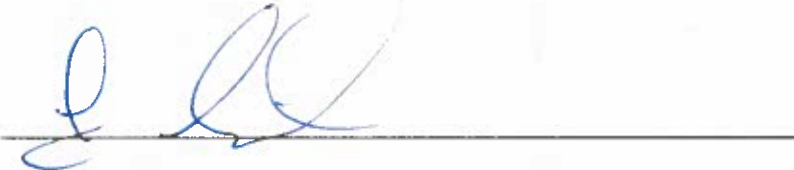


Administrative Services Manager Jeanne Villa

4/13/22

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

4/13/2022

Date

RESOLUTION NO. 2022-8

A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FINANCE DIRECTOR JOSEPH VALENTI.

WHEREAS, Finance Director Joseph Valenti is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Finance Director Joseph Valenti provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Finance Director Joseph Valenti, 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 13th day of April, 2022, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Finance Director Joseph Valenti

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Employment Agreement

THIS AGREEMENT (“Agreement”) is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Finance Director Joseph Valenti (“Finance Director”). This employment agreement will be in effect from January 1, 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 Finance Director’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 Finance Director’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 Finance Director serves as a “for cause” employee, meaning his 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 Finance Director’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 Finance Director’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 Finance Director 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 Finance Director on such terms and conditions agreed to by the parties subject to the limitations of this Agreement.

C. Termination by the Finance Director. The Finance Director may terminate this Agreement by providing 30-days written notice to the District. In the event this Agreement is terminated by the Finance Director in accordance with this Article III.D., the Finance Director shall be paid for all days of service completed and any unused accrued vacation, and this Agreement shall be terminated.

ARTICLE IV – ONE TIME BONUS

In recognition of the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, the District proposes an off-schedule/one-time bonus in the amount of \$5,000 to be paid within 30 days of full ratification of the tentative agreement.

ARTICLE V – SALARY

The Finance Director's salary shall be as follows:

- Increase in base salary to \$180,449.34, effective January 1, 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 Finance Director 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 Finance Director 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 Finance Director will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE VI – BENEFITS

The Finance Director 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 Finance Director's deferred compensation (457) plan, provided the Finance Director contributes at least \$150.00 per month to his deferred compensation plan.

B Overtime Pay

The Finance Director 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 Finance Director 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 District will provide a one time contribution of 40 hours of CTO into the Finance Director's CTO bank for hours not received in 2021, due to employment agreement expiring on June 30, 2020.
2. The Finance Director will receive 100 hours of Compensatory Time Off (CTO) into their CTO bank.
3. The Finance Director will receive 100 hours of CTO annually into their CTO bank on January 1, 2023, January 1, 2024, and January 1, 2025.
4. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
5. CTO On time older than one year shall be cashed out.
6. Compensatory Time (CTO) is non-pensionable.
7. CTO Off time may be used in minimum increments of 1 hour.

D. Continuing Education Leave

Continuing education leave for the Finance Director includes 40 hours per calendar year of leave time to attend academic courses for the specific purpose of obtaining Certified Public Finance Officer (CPFO) certification. The District will provide for time off, course materials, and tuition only.

E. Physical Fitness

The Finance Director 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.

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 Finance Director and their dependents with access to medical insurance benefits. The Finance Director 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 Finance Director 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, 2019, 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 Finance Director 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 Finance Director 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 Finance Director 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 Finance Director's paycheck. The Finance Director 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 Finance Director.

L. Employee Assistance Program ("EAP")

The Finance Director 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 ten (10) counseling sessions per incident per year along with on-line services.

M. Educational Incentive Contributions to 457 Plan

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

Master's Degree or CPA – 2%

GFOA – Certified Public Finance Officer (CPFO) – 1%

2. Education incentive payments may not be used as a form of retirement subvention.
3. The Educational Incentive amount shall be deposited into the Finance Director's deferred compensation plan.
4. The Finance Director 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 Finance Director 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 Finance Director 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 Finance Director.

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 Finance Director 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 Finance Director has a Floating Holiday hour balance of less than four (4) hours, he 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 Finance Director 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 Finance Director 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 Finance Director's deferred compensation account (457 Plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request, the District will contribute to the Finance Director's deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.
2. The Finance Director must request this transfer of excess sick leave hours by the first pay period in January.
3. If the Finance Director has less than 500 hours, he may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the Finance Director's hourly rate.

H. 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 Finance Director shall receive Vacation Leave based upon his 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 his/her 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 Finance Director has a vacation hour balance of less than four (4) hours, he 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 Finance Director's annual accrual rate. The Finance Director will cease to accrue vacation once he 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 Finance Director 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 Finance Director related to such termination shall be fully reimbursed to the District in the event the Finance Director 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 Finance Director 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 Finance Director 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 Finance Director shall immediately notify the Board of Directors should he 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 Finance Director’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.



Finance Director Joseph Valenti

4/13/2022
Date

Accepted by the Novato Fire Protection District



Board Chair on behalf of the Novato Fire Protection District

4/13/2022
Date

RESOLUTION NO. 2022-9

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND HUMAN RESOURCES MANAGER GRETCHEN FELCIANO.**

WHEREAS, Human Resources Manager Gretchen Felciano is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Human Resources Manager Gretchen Felciano provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Human Resources Manager Gretchen Felciano, 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 13th day of April, 2022, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Human Resources Manager Gretchen Felciano

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Human Resources Manager (“HR Manager”). This agreement shall be in effect January 1, 2022 – June 30, 2025.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the HR Manager’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 HR Manager’s employment with the District shall not be for any particular term and they will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the HR Manager serves as a “for cause” employee, meaning their employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the HR Manager shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – ONE TIME BONUS

In recognition of the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, the District proposes and off-schedule/one-time bonus in the amount of \$5,000 to be paid within 30 days of full ratification of the tentative agreement.

ARTICLE V – SALARY

1. Effective January 1, 2022, the District will increase the base salary of the HR Manager will be \$164,344.84

2. Effective July 1, 2022, the District will increase the salary of the HR Manager by 2%. 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 HR Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

3. Effective July 1, 2023, the District will increase the salary of the HR Manager by 2%. 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 HR Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.
4. Effective July 1, 2024, the District will increase the salary of the HR Manager by 2%. 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 HR Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE VI - BENEFITS

The HR Manager 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 HR Manager's deferred compensation (457) plan, provided the HR Manager contributes at least \$150.00 per month to their deferred compensation plan.

B. Overtime Pay

The HR Manager 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 HR Manager 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 (CTO) Pay

1. The District will provide a one-time contribution of 40 hours of CTO into the HR Managers CTO bank for hours not received in 2021, due to the employment agreement expiring on June 30, 2020.

2. Forty (40) hours of Compensatory Time (CTO) will be given to the HR Manager on January 1, 2023, January 1, 2024, and January 1, 2025.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.
4. Compensatory Time (CTO) is non-pensionable.
5. CTO Off time may be used in minimum increments of 1 hour.

D. Physical Fitness

The HR Manager may use Physical Fitness time per the District's physical fitness policy.

E. 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 CalPERS medical insurance requirements.

1. Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the HR Manager and their dependents with access to medical insurance benefits. The HR Manager 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 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 HR Manager 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. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For

employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree 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 will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee's medical coverage shall be required only to the extent required by law.

When the retiree or dependent turns 65, and is transferred to Medicare as their primary health coverage, the District shall not be responsible for the employee's or dependent's Medicare premium. The District will contribute to the retiree and dependent's Medicare Supplement Plan through CalPERS to the extent allowed by this agreement.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee is determined based on an employee's participation level, as described more fully below. The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee's tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

- a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

The District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of date of the contract or other agreement governing the employee’s employment with the District.

Supplemental Retiree Benefit Allowance Vesting

Current Years of Service as of July 1, 2015	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 to 25	75%
25 to 30	80%

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

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 a \$100 per month contribution to the mandatory \$50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of \$150 per month. When current employees reach the age of 40, the employee contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For employees over the age of 40 at the

time of the effective date of this Agreement, the District shall contribute a \$150 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, 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).

F. Dental Insurance, All Tiers

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

- a. 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.

G. Vision Insurance, All Tiers

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

- a. 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.

H. Marin County Employee's Retirement Association

1. The HR Manager shall be responsible for 100% of their retirement contribution to the Marin County Employee's Retirement Association (MCERA).

I. Life Insurance, All Tiers

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

J. Disability - AFLAC Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

The HR Manager 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 10 counseling sessions per incident, per year along with on-line services.

L. Educational Incentive contributions to 457 Plan

1. The HR Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below.
 - a. Bachelor's Degree – 2%
 - b. 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 HR Manager's deferred compensation plan.
4. The HR Manager 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.

M. 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.

N. Notice Incentive Program

Effective the date of the adoption of this agreement, the Novato Fire Protection District (District) and Human Resources Manager (HR Manager) agree:

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 HR Manager 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 HR Manager 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 VII - LEAVES

This section includes descriptions for the different type of leave programs available to the HR Manager.

A. Bereavement Leave (See policy 1050)

This leave is available to the HR Manager for the purpose of attending to family needs that arise in connection with the death of a member of the HR Manager's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. Catastrophic Leave (See policy 1050)

This leave is available to the HR Manager. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the HR Manager from returning to work for an extended period of time, during which HR Manger will exhaust all of their accumulated leave balances. In order to request catastrophic leave the HR Manager must have exhausted all of their accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the HR Manager is incapacitated, their legally recognized representative may request that the account be opened.

C. FMLA Leave (See policy 1038)

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.

- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The HR Manager 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 HR Manager has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of their accrued vacation hours.

E. General Sick Leave (See policy 1050)

1. The HR Manager 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 HR Manager 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 HR Manager's deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute the HR Manager's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The HR Manager must request this transfer of excess sick leave hours by the first pay period in January.

3. If the HR Manager has less than 500 hours, she may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the HR Manager's hourly rate.

H. Office Holidays

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

I. Vacation (see policy 1049)

1. The HR Manager shall receive Vacation Leave based upon their completed years of service, following the District's Vacation policy. 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 his/her 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 HR Manager 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 HR Manager's annual accrual rate. The HR Manager will cease to accrue vacation once she 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)

The District may pay the HR Manager, at their request, up to 50% of their total accrued vacation, to a maximum of one year of vacation accrual. Cash out will only take place during the last pay period of June.

ARTICLE VIII - RETIREMENT

A. Tier 1 Retired Employees

Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

1. 2% @ age 55
2. Annual Cost of Living Adjustment not to exceed 4%
3. Highest 12 month period for determining final compensation for retirement pay.

ARTICLE IX – DRIVER LICENSE REQUIREMENTS

The HR Manager is required to possess a valid California Driver License, Class C.

ARTICLE X - 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 changed in accordance with State law.

ARTICLE XI – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the HR Manager and the District. The

failure of the HR Manager or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.




HR Manager Gretchen Felciano

4/13/2022

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

4/13/2022

Date

RESOLUTION NO. 2022-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD APRIL 13, 2022 – MAY 12, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2021-13, on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Delta and Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing

vaccination programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 3.2 cases per 100,000 among vaccinated individuals and 14.2 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 12, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 13th day of April 2022, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman

NOES: None

ABSENT: None

ABSTAIN: None



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD MAY 11, 2022 – JUNE 10, 2022 PURSUANT
TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-10, on April 13, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 5.7 cases per 100,000 among vaccinated individuals and 38.9 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

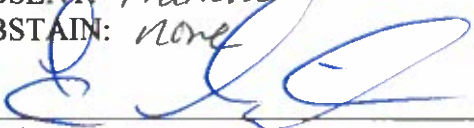
Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 11, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 11th day of May 2022, by the following vote:

AYES: *Ravis, Gomes, Hadfield, Silverman*
NOES: *none*
ABSENT: *Francisco*
ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-12

RESOLUTION OF THE GOVERNING BODY OF THE
NOVATO FIRE PROTECTION DISTRICT

**A REGULARLY SCHEDULED ELECTION TO BE HELD IN THIS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT**

WHEREAS, it is the determination of said governing body the regularly scheduled election to be held on the 8th day of November, 2022, at which election the issue to be presented to the voters shall be to elect the following members to the Board of Directors:

Number of Regular Term Positions (4-year) 2

Number of Short-Term Positions (2-year) 1

NOW, THEREFORE, BE IT RESOLVED, pursuant to Elections Code §10002, the Board of Supervisors of the County of Marin is hereby requested to:

- 1) Consolidate said election with any other applicable election conducted on the same day in the manner prescribed in Elections Code §10418;
- 2) Authorize and direct the Marin County Elections Department at District expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED this 22nd day of June , 2022 by the following vote, to wit:

AYES: *Goines, Hadfield, Silverman*

NOES: *None*

ABSENT: *Davis, Francisco*

ATTEST:

Sam Villa
Board Clerk



PRESIDENT, BOARD OF DIRECTORS

RESOLUTION NO. 2022-12

RESOLUTION OF THE GOVERNING BODY OF THE
NOVATO FIRE PROTECTION DISTRICT

A REGULARLY SCHEDULED ELECTION TO BE HELD IN THIS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT

WHEREAS, it is the determination of said governing body the regularly scheduled election to be held on the 8th day of November, 2022, at which election the issue to be presented to the voters shall be to elect the following members to the Board of Directors:

Number of Regular Term Positions (4-year) 3

Number of Short-Term Positions (2-year) 0

NOW, THEREFORE, BE IT RESOLVED, pursuant to Elections Code §10002, the Board of Supervisors of the County of Marin is hereby requested to:

- 1) Consolidate said election with any other applicable election conducted on the same day in the manner prescribed in Elections Code §10418;
- 2) Authorize and direct the Marin County Elections Department at District expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED this 11th day of May , 2022 by the following vote, to wit:

AYES: *Davis, Gomes, Hatfield, Silverman*

NOES: *nbc*

ABSENT: *Francisco*

ATTEST: *[Signature]*
Secretary

[Signature]
PRESIDENT, BOARD OF DIRECTORS

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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Article X: Additional Provisions

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

RESOLUTION NO. 2022-14

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2022/2023

WHEREAS, Ordinance 91-1 imposing a special tax for paramedic/ambulance services and fire protection and prevention was confirmed by more than two-thirds of the voters in an election held November 5, 1991; and

WHEREAS, Section III of said Ordinance provides that the District Board shall determine annually, based upon a budget recommended to it, whether the basic tax rate shall be revised to reflect changes in charges and costs; and

WHEREAS, said Ordinance was amended by more than two thirds of the voters in an election held March 5, 2002; and

WHEREAS, said amendment approved on March 5, 2002, increases the special tax up to 6 cents/square foot on residential structures, and up to 9 cents/square foot on commercial/industrial structures; and

WHEREAS, said amendment approved on March 5, 2002, permits the special tax to be adjusted annually for inflation, which was 3.21% for 2021 establishing new limits at 10.31 cents/square foot on residential structures and 15.46 cents/square foot on commercial/industrial structures.

NOW THEREFORE BE IT RESOLVED that said basic tax rate is hereby established as follows:

Use Code	Description	Adopted Rate
11	Single Family Residential Improved	10.31 cents/square foot
14	Attached Single Family Residential	10.31 cents/square foot
21	Multiple Residential Improved	10.31 cents/square foot
31	Rural Improved	10.31 cents/square foot
33	Agricultural Improved	10.31 cents/square foot
41	Industrial Improved	15.46 cents/square foot
51	Commercial Improved	15.46 cents/square foot

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 11th day of May 2022 by the following vote:


AYES: Davis, Gomes, Hadfield, Silverman

NOES: None

ABSENT: Francisco



President, Board of Directors

Attest: 
Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2022-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 1-7, 2022**

WHEREAS, the Novato Fire Protection District theme for the 2022 Arson Awareness Week:
Arson in Homeless Communities: Engagement – Education – Outreach.

WHEREAS, According to the US Fire Administration, intentional actions were the cause of nearly 20% all wildfires in the us in 2019 & 2020; and

WHEREAS, according to the National Fire Protection Association 75% of intentional fires occurred outside; and

WHEREAS, according to the California Department of Forestry more than 500 Wildland fires are caused by Arson and this offense increased by 28% in 2020 reports.; and

WHEREAS, Novato Fire Protection District takes every precaution to help protect its residents and their property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Everyone needs to prepare now to protect themselves, their family, and their property from a devastating wildfire and report suspicious activity; and

WHEREAS, we will use the week of May 1-7, 2022 to focus on the importance of a cooperative effort with fire and emergency services departments, law enforcement, public works, insurance companies and the justice system to help prevent the horrendous crime of wildfire arson; and

NOW, THEREFORE, BE IT PROCLAIMED, that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 11, 2022, in Novato, California, hereby proclaims the week, beginning on May 1, 2022, as National Arson Awareness Week , and the first full week of May shall be so designated each year thereafter.

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:

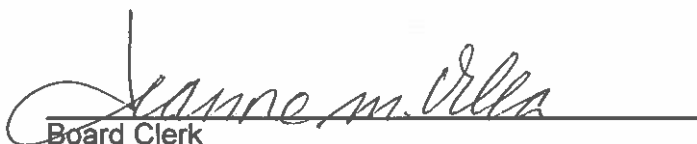
AYES: *Davis, Gaines, Hadfield, Silverman*

NOES: *None*

ABSTAIN: *absent: Francisco*



President, Board of Directors



Board Clerk

RESOLUTION NO. 2022-16

**A RESOLUTION OF THE BOARD OF DIRECTORS NOVATO FIRE PROTECTION DISTRICT
RECOGNIZING WILDFIRE PREPAREDNESS WEEK MAY 1-7, 2022 ENCOURAGING
RESIDENTS TO TAKE STEPS TO REDUCE THE THREAT OF WILDFIRE TO THEIR HOMES
AND COMMUNITIES, FIRE DEFENSE IS SELF DEFENSE, GET READY, BE PREPARED.**

WHEREAS, in 2020 through 2021 California experienced 6 of the largest and most destructive fires in the state's history, burning more than 2.6 million acres, and destroying 8600 structures; sadly, resulting in 21 deaths. Included in these fires, was the largest in recorded history, burning more than one million acres and resulting in 4.5 billion dollars in insured loss. In the past 5 years more than 38,000 structures and sadly more than 200 lives have been lost in our state, due to wildfires. The citizens of California must all do their part to help protect our natural resources. The public must work locally to take aggressive action to prepare themselves for wildfires, while May 1st starts the staffing of wildland fire engines throughout Novato, it is critically important that our residents join their local fire agencies in preparing for the 2022 fire season;

WHEREAS, the City of Novato and Unincorporated areas of Novato have experienced several serious wildfires in the past that destroyed homes and threatened lives; and

WHEREAS, the Board of Directors of the Novato Fire Protection District have taken action to adopt an Enhanced Wildfire Mitigation Plan; and

WHEREAS, wildfire poses a threat to the lives and property of residents and visitors of Novato; and

WHEREAS, wildfire can significantly impact Novato's environmental, economic, and social well-being; and

WHEREAS, residents and land owners of the City of Novato and Unincorporated areas of Novato can significantly reduce the threat of wildfire to their homes and communities by advanced preparation of a Wildfire Action Plan - READY, SET, GO, create defensible space and harden homes to keep embers out; and

WHEREAS, reducing the threat of wildfire to homes and communities takes coordinated action and effort between residents, homeowners, land managers and local fire agencies; Communities and Land owners of the City of Novato and Unincorporated areas can request a free in person Wildfire Mitigation Assessment; and

WHEREAS, residents and land owners of the City of Novato and Unincorporated areas of Novato and can apply for Vegetation Management and Home Hardening Matching Grant funds through the Novato Fire Protection District; and

WHEREAS, Novato Fire Protection District takes every precaution to help protect its residents and their property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Everyone needs to prepare now, to protect themselves, their family, and their property from a devastating wildfire. Take the time to learn more about how one can prepare by visiting novatofire.org/prevention-resource-center and by scheduling a complimentary in home Wildfire Mitigation Assessment.

NOW, THEREFORE, BE IT PROCLAIMED that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 11, 2022, in Novato, California, hereby proclaims May 1-7, 2022 as Wildfire Preparedness Week, and we urge all the people of Novato to heed the important safety messages of Wildfire Preparedness Week, and to support the many public safety activities and efforts of Marin's fire and emergency services.

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, Gones, Hadfield, Silverman

NOES: none

ABSENT: Francisco



PRESIDENT, BOARD OF DIRECTORS

ATTEST:



BOARD CLERK

RESOLUTION NO. 2022-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD JUNE 1, 2022 – JUNE 30, 2022 PURSUANT
TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-11, on May 11, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 26 cases per 100,000 among vaccinated individuals and 78 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,


Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 11, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 1st day of June 2022, by the following vote:

AYES: *Pauls, Francisco, Hadfield, Silverman*
NOES: *none*
ABSENT: *Goines*
ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD JUNE 22, 2022 – JULY 21, 2022 PURSUANT
TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-17, on June 1, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are currently at 27 cases per 100,000 among vaccinated individuals and 83 among unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 21, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 22nd day of June 2022, by the following vote:

AYES: *Soines, Hadfield, Silverman*
NOES: *none*
ABSENT: *Davis, Francisco*
ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD JULY 6, 2022 – AUGUST 5, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-18, on June 22, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven over the past 20 months to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,


Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) August 5, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 6th day of July 2022, by the following vote:

AYES: Davis, Francisco, Goines, Silverman
NOES: none
ABSENT: Hadfield
ABSTAIN: none



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD JULY 25, 2022 – AUGUST 24, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-18, on June 22, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

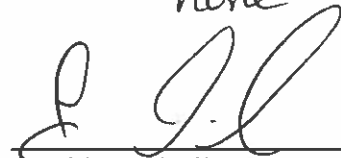
Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) August 24, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 25th day of July 2022, by the following vote:

AYES: Davis, Goines, Hadfield, Silverman
NOES: none
ABSENT: Francisco
ABSTAIN: none



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD AUGUST 10, 2022 – SEPTEMBER 9, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-20, on July 25, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

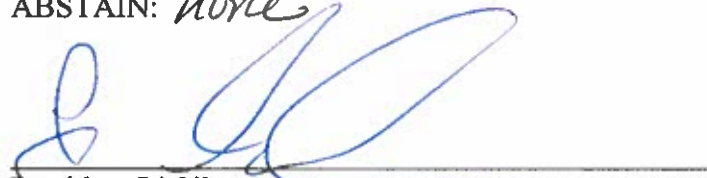
Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 9, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 10th day of August 2022, by the following vote:

AYES: *Davis, Francisco, Gomes, Hadfield, Silverman*
NOES: *none*
ABSENT: *none*
ABSTAIN: *none*



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-22

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND DEPUTY CHIEF GERALD MCCARTHY.**

WHEREAS, Deputy Chief Gerald McCarthy is a non-represented employee of the Novato Fire Protection District and;


WHEREAS, Deputy Chief Gerald McCarthy provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Deputy Chief Gerald McCarthy, 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 10th day of August, 2022, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief Gerald McCarthy

August 3, 2022

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Article I: Full Understanding and Agreement

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Employment Agreement

This Agreement is entered into by and between the Novato Fire Protection District (“District”) and the Deputy Fire Chief Gerald McCarthy (“Deputy Chief”). This employment agreement will be in effect beginning July 16, 2022. The Deputy Chief’s base salary and benefits will be reviewed annually and may be adjusted annually based on the items negotiated by represented groups. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Deputy Chief’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

This Agreement will serve to memorialize the understanding of the parties regarding the Deputy Chief’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 III – TERMINATION OF AGREEMENT

As provided above, the Deputy Chief shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies, and procedures regarding employee performance and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

ARTICLE IV – ONE TIME BONUS

In recognition of the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, the District proposes and off-schedule/one-time bonus in the amount of \$5,000 to be paid within 30 days of full ratification of the tentative agreement.

ARTICLE V – SALARY

The Deputy Fire Chief’s salary shall be as follows, effective July 16, 2022:

Position	Monthly Base Salary
Deputy Chief	\$16,846.25*

Effective July 16, 2022, the District will increase the salary of the Deputy Chief by 2%. 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 Deputy Chief will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

**Includes 3% raise of July 16, 2022.*

Pay While Acting Fire Chief

The Deputy Chief may be asked to assume the role of Acting Fire Chief if the Fire Chief is deemed to be unavailable. The following outlines the exclusive structure as to how the Deputy Chief should be compensated while, or as a result or, temporarily filling these roles.

The procedure for sure an assignment shall be as follows:

1. Acting Fire Chief will be put in place when the Fire Chief is anticipated to be unavailable for a week or more; or due to unforeseen circumstances in which the Fire Chief becomes unavailable for an unspecified period of time.
2. While serving in the role of Acting Fire Chief, the Deputy Chief shall be paid the differential between their hourly rate, and the Fire Chief's hourly rate. While on regular duty hours, to a maximum of 10 hours per work day. Hours are based on the members regular work schedule. On scheduled days off, Deputy Chief shall be paid a minimum of one (1) hour of overtime for time spent working from home on for items requiring the attention of the Acting Fire Chief. On scheduled days off, Deputy Chief will be paid a minimum of two (2) hours if they are required to return to the District from home to handle any administrative duties as the Acting Fire Chief.
3. If the Acting Fire Chief is call into the District on emergency response for any incident, they will be paid their regular overtime rate for each hour worked. During the emergency response time, the Deputy Chief will only receive their regular overtime rate and not both the Acting Fire Chief rate and their regular overtime rate.

ARTICLE VI - BENEFITS

The Deputy Chief 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 Deputy Fire Chief's deferred compensation (457) plan, provided the Deputy Chief contributes at least \$150.00 per month to his deferred compensation plan.

B. Overtime Pay

The Deputy Chief shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Manual of Operations Overtime Policy. Overtime will be paid for emergency response, EOC preparation and activation, shift coverage after normal working hours, District coverage after normal working hours. Overtime hours accrued by the Deputy Chief will be paid as Compensatory Time (CTO) and added to their bank.

C. Compensatory Time Pay (CTO On)

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.

D. Annual Compensatory Time Off (CTO)

1. 120 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief's CTO account on January 1 of each year.
3. Compensatory Time (CTO) is non-pensionable.
4. CTO time may be used in minimum increments of 1 hour.

E. Physical Fitness

The Deputy Chief 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.

The Deputy Chief is eligible to continue on the following medical plan contribution

schedule, specific to his appropriate tier based upon hiring dates as outlined below.

1. **Medical Insurance: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits**

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Deputy Chief and his dependents with access to medical insurance benefits. The Deputy Chief 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 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 Deputy Chief is responsible for paying the difference between the cost of his 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.

c. Medical Insurance Stipend

The District will provide a \$700.00 per month stipend to a deferred compensation plan for members who choose not to participate in the District's medical insurance program.

Members who choose not to participate in the District's medical insurance program are not eligible to receive any Supplemental Benefit Allowance as described previously.

The District requires all members to have a medical insurance plan. Members choosing this option will submit a waiver of Medical Insurance Coverage form.

2. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents.

Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree 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 will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee's medical coverage shall be required only to the extent required by law.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee's tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

Beginning January 1, 2010 the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of the date of adoption of the contract or other agreement governing the employee's employment with the District.

Supplemental Retiree Benefit Allowance Vesting

Current Years of Service as of July 16, 2021	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 to 25	75%
25 to 30	80%

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

The District has established a Retirement Health Savings (RHS) plan for the Deputy Chief that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a \$100 per month contribution to the mandatory \$50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of \$150 per month. When current employees reach the age of 40, the employee contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a \$150 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225 per month.

G. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Deputy Chief and his dependents.

- a. **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, All Tiers

The District shall pay 100% of the premium for vision coverage for the Deputy Chief and his dependents.

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

I. Marin County Employee's Retirement Association

The District shall not be responsible for any of the Deputy Chief employee portion of retirement contributions to the Marin County Employee's Retirement Association (MCERA).

J. Life Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

The Deputy Chief 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 9 counseling sessions per incident, per year along with on-line services.

L. Continuing Professional Education

Continuing professional education for the Deputy Chief includes:

- a. The Deputy Chief will be given up to two weeks per year to attend conferences or classes that pertain to their area of responsibility; if funds are available.
- b. The District will pay for attendance based on the District's Travel Request and Reimbursement Policy.

M. Educational Incentive Program

The educational incentive for Deputy Chief provides for an increase in retirement subvention towards the members contribution. A member may obtain 1% for meeting criterion in Categories 1 (to a maximum of 2%) and 2 (maximum of 1%), for a total overall maximum of 3%.

Category 1 (Maximum 2%):

- Participation in an EOC command or General staff position
- Participation on the Marin County USAR team
- Participation on the Marin County HazMat team,
 - Budget Administration
 - Program Administration
- Participation in the Marin County Fire Investigation team
- Participation on the North Bay Incident Management team (NBIMT)
- MCFCA Strike Team Leader
- Active assignment to an Incident Management Team
- Associates degree or greater
- Fire Officer Designee (FOD)
- EFO Applicant

Category 2 (Maximum 1%):

- State Fire Marshal Chief Officer Certification
- Chief Officer designee
- Fire Prevention 3
- Master Instructor
- Instructor I
- Instructor II
- NWCG Certified Type 4 Incident Commander

O. 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.

P. Notice Incentive Program

Effective the date of the adoption of this agreement, the Novato Fire Protection District and Deputy Chief agree:

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 Deputy Chief 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 Deputy Chief 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 be available for up to 40 hours to allow for job shadowing/transfer of command to the incoming Deputy Chief.

ARTICLE VII - LEAVES

This section includes descriptions for the different type of leave programs available to the Deputy Chief:

A. Bereavement Leave

This leave is available to the Deputy Chief for the purpose of attending to family needs that arise in connection with the death of a member of the Deputy Chief's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. Catastrophic Leave

This leave is available to the Deputy Chief. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Deputy Chief from returning to work for an extended period of time, during which the Deputy Chief will exhaust all of his accumulated leave balances. In order to request catastrophic leave the Deputy Chief must have exhausted all of his accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the Deputy Chief is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave

FMLA leave is available for an employee's use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally

registered domestic partner) with a serious health condition.

- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The Deputy Chief shall 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Deputy Chief has a floating holiday hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his floating holiday hours.

E. General Sick Leave

1. The Deputy Chief 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 Deputy Chief 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 Deputy Chief's deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute to the Deputy Chief's deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.
2. The Deputy Chief must request this transfer of excess sick leave hours by the

first pay period in January.

3. If the Deputy Chief has less than 500 hours he may not request a transfer; in addition, no transfer of sick leave hours shall cause his sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the Deputy Chief's hourly rate.

H. Office Holidays

Paid holidays for the Deputy Chief will match those of all Day/Administrative office members.

I. Vacation

1. The Deputy Chief shall receive Vacation Leave based upon his completed years of service, following the District's Vacation policy. For purposes of calculating years of service, 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 his/her 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 Deputy Chief has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.
4. Vacation may not be accrued in excess of two times the Deputy Chief's annual accrual rate. The Deputy Chief will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Deputy Chief, at his request, up to 50% of his total accrued vacation, not to exceed one year of vacation accrual. Cash out will only take place during the last pay period of June.

ARTICLE VIII - RETIREMENT

A. Tier 1 Retired Employees

1. Full time safety employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:
 - a. 3% @ age 50
 - b. Annual Cost of Living Adjustment not to exceed 4%
 - c. Highest 12 month period for determining final compensation for retirement pay.
2. Retirement tier is determined upon entry into the MCERA retirement system.
3. Following 30 years of contributions of MCERA, employee contributions cease.

ARTICLE IX – DRIVER LICENSE REQUIREMENTS

The Deputy Chief is required to possess a valid California Driver License, Class C, and to maintain CPR/AED certification.

ARTICLE X – MUTUAL AID AND OUT OF COUNTY RESPONSE

The Deputy Chief will be allowed to respond to a total of 21 days on an Out of County Mutual Aid assignment annually, with prior approval of the Fire Chief. Additional responses must be approved by the Fire Chief prior to accepting an assignment to an incident.

The Deputy Chief will be paid portal to portal for Out of County Mutual Aid assignments in accordance with the CAL OES Approved Rate Letter on file.

ARTICLE XI - 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 changed in accordance with State law.

ARTICLE XII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Deputy Chief and the District. The failure of the Deputy Chief or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.


C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.

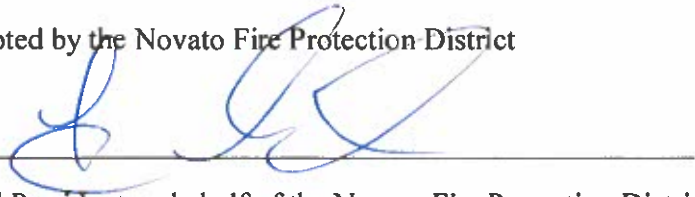
I hereby accept all terms and conditions of the above Employment Agreement.


Deputy Fire Chief Gerald McCarthy

8/10/22
Date

August 3, 2022

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District



Date

RESOLUTION NO. 2022-23

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT DETERMINING
THE 2022/23 APPROPRIATIONS LIMIT**

RESOLVED by the Board of Directors of the Novato Fire Protection District, Marin County, California, that the Board, on the basis of appropriations limit calculation which has been on file and available in the office of the Fire Chief, has calculated the maximum limit applicable to the appropriation of tax proceeds for the fiscal year 2022/23 to be the sum of Seventy Four Million Two Hundred Three Thousand Four Hundred Seventy Eight Dollars (\$74,203,478), and the basis of said calculations are available and on file in the office of the Fire Chief of said District, and that this resolution shall be posted by the Fire Chief at 95 Rowland Way, Novato, California.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 7th day of September 2022, by the following vote:

AYES: *Davis, Francisco, Groves, Hadfield, Silverman*

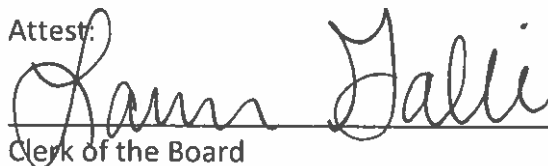
NAYS: *None*

ABSENT: *None*



President, Board of Directors

Attest:



Clerk of the Board

RESOLUTION NO. 2022-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD SEPTEMBER 7, 2022 – OCTOBER 5, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-21, on August 10, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 6, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

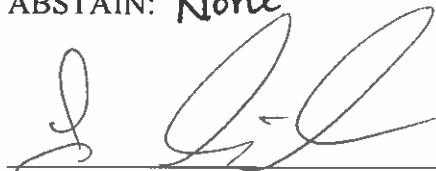
PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 7th day of September 2022, by the following vote:

AYES: Davis, Gaines, Silverman, Hadfield

NOES: None

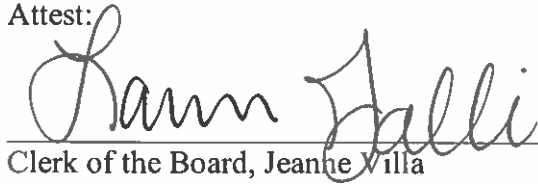
ABSENT: Francisco

ABSTAIN: None



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-25

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT
INTENT TO PARTICIPATE IN
THE GREAT CALIFORNIA SHAKEOUT
AND WORK TOWARD BECOMING A SAFER COMMUNITY**

WHEREAS, the Novato Fire District recognizes that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storms, drought, heat wave, or dam failure, and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the entire Novato region; and

WHEREAS, the Novato Fire District has a shared responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

WHEREAS, the protection of Novato Fire District employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

WHEREAS, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community - individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

WHEREAS, by participating in The Great California Shake Out on October 20, 2022, the Novato Fire District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, the Novato Fire District will conduct an earthquake drill, District building evacuations, and field exercises including a Windshield Survey, and work in unified command with Novato Police Department, and

WHEREAS, by supporting The Great California Shake Out, the Novato Fire District can utilize the information on www.ShakeOut.org/california to educate its residents regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills; and

WHEREAS, by registering at <http://www.shakeout.org/california> Novato Fire District employees can participate in the ShakeOut "Drop, Cover and Hold On" earthquake drill on October 20 at 10:20 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE BE IT RESOLVED THAT:

The Novato Fire District hereby approves participating in the Great California Shakeout hereto by taking time to recognize and acknowledge the importance of preparing our city for the purpose of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 5th day of October 2022 by the following vote:

AYES: Davis, Francisco, Gomes, Hadfield, Silverman

NOES: None

ABSENT: None



Louis Silverman, President, Board of Directors

Attest:



Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2022-26

**RESOLUTION PROCLAIMING
NOVATO FIRE PROTECTION DISTRICT
PARTICIPATION IN FIRE PREVENTION WEEK,
OCTOBER 9-15, 2022**

WHEREAS, the Novato Fire Protection District is committed to ensuring the safety and security of all those living in and visiting the City of Novato and all its unincorporated areas; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as two minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Novato residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, Novato residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Novato residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Novato first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Novato residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape", effectively serves to remind Novato residents it is important to have a home fire escape plan.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors of the Novato Fire Protection District hereby proclaim October 9-15, 2022, as Fire Prevention Week throughout this community. The Board of Directors urges all of Novato to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of California's fire and emergency services.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 5th day of October 2022, by the following vote:

AYES: Davis, Francisco, Goines, Silverman

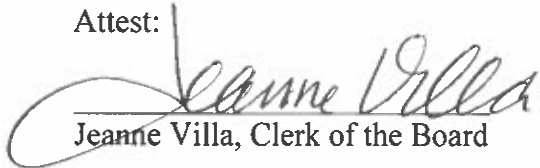
NAYS: None

ABSENT: None

Abstain: Hadfield

Lj Silverman, President, Board of Directors

Attest:


Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2022-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD OCTOBER 5, 2022 – NOVEMBER 4, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-24, on September 7, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

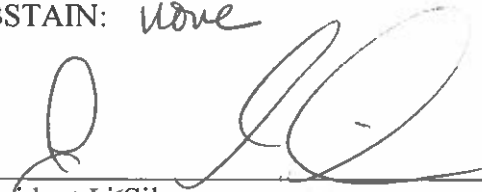
Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 4, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 5th day of October 2022, by the following vote:

AYES: Davis, Francisco, Goines, Hadjield, Silverman
NOES: none
ABSENT: none
ABSTAIN: none



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-28

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DESIGNATING OCTOBER 2022 AS
NATIONAL BREAST CANCER AWARENESS MONTH**

WHEREAS, the governing body of The Novato Fire Protection District expresses their support in designating October 2022 as National Breast Cancer Awareness Month; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public awareness about the importance of early detection, diagnosis, and treatment of breast cancer; and

WHEREAS, many great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished; and

WHEREAS, cancer is one of the deadliest diseases, we need to come together to fight and more of us need to step up and lead the way.

WHEREAS, Marin County has one of the highest incidence rates for breast cancer in California; and

WHEREAS, Members of the Novato Fire District have been diagnosed with breast cancer; and

WHEREAS, taking advantage of early detection methods such as mammography and clinical exams could help the breast cancer death rate decline; and

WHEREAS, the National Cancer Institute estimates in the United States in 2021, 281,550 new cases of invasive breast cancer will be diagnosed in women in the U.S., as well as 49,290 new cases of non-invasive (in situ) breast cancer; and

WHEREAS, 1 in 8 women will be diagnosed with breast cancer in her lifetime—that's one person every 12 minutes in the U.S. and,

WHEREAS, The two greatest risk factors of breast cancer are being female and getting older, and,

WHEREAS, In 2021, it is estimated that 43,600 women and 530 men in the U.S. will die from breast cancer, and

WHEREAS, the American Cancer Society searches tirelessly for a cure through vital research, and has the mammoth task of educating our community and all Americans about the risks of breast cancer and the National Breast Cancer Foundation mission is to save lives by increasing awareness of breast cancer through education, providing diagnostic services for those in need, and providing nurturing and support; and

WHEREAS, firefighters normally wear blue 365 days a year, but for a designated week in October, we can wear pink giving an image of hope and encouragement to those who fear being alone during their battle for life. Therefore, firefighters and staff will don pink showing men and women that we stand in support during treatment and in finding a cure;

NOW THEREFORE BE IT RESOLVED that the governing body of The Novato Fire Protection District

1. Designates October 2022 as National Breast Cancer Awareness Month; and
2. Encourages all people of the United States to become more informed and aware of breast cancer.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 5th day of October 2022 by the following vote:

Ayes: *Davis, Francisco, Gomes, Hadfield, Silverman*

Noes: *None*

Absent: *None*

Abstain: *None*



Lj Silverman, President, Board of Directors

Attest:



Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2022-29

RESOLUTION TO OPPOSE INITIATIVE 21-0042A1

WHEREAS, an association representing California’s wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the proposed proposition, Initiative 21-0042A1, has received the official title: “LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT”; and

WHEREAS, the measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure exposes taxpayers to new costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

WHEREAS, the measure severely restricts state and local officials’ ability to protect our environment, public health and safety, and our neighborhoods against those who violate the law; and

WHEREAS, the measure creates new constitutional loopholes that would allow corporations to pay less than their fair share for the impacts they impose on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure threatens billions of dollars currently dedicated to state and local services, and could force cuts to services provided by local governments such as public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to address homelessness, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, ports, drinking water, sanitation, utilities, and more.

THEREFORE, BE IT RESOLVED that the Novato Fire District opposes Initiative 21-0042A1;

BE IT FURTHER RESOLVED, that the Novato Fire District will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.


We direct staff to email a copy of this adopted resolution to the California Special Districts Association at advocacy@csda.net.

This resolution was **PASSED AND ADOPTED** by the Board of Directors, Novato Fire Protection District, on the 5th day of October 2022, by the following vote:

AYES: Davis, Francisco, Gomes, Hadfield, Silverman

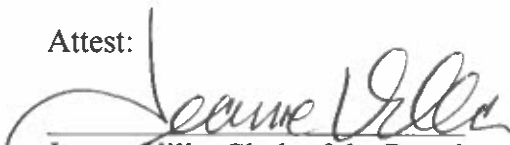
NAYS: None

ABSENT: None



Lj Silverman, President, Board of Directors

Attest:



Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2022-30

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST DANIEL RUSSO.**

WHEREAS, Wildfire Mitigation Specialist Daniel Russo is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Wildfire Mitigation Specialist Daniel Russo provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Daniel Russo, 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 2nd day of November, 2022, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Daniel Russo

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Article I: Full Understanding and Agreement

Article II: At-Will Employment

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Article IV: Benefits Article

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Article VI: Driver's License Requirements

Article VII: Existing District Personnel Rules, Policies and Procedures

Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Daniel Russo. This employment agreement will be in effect November 16, 2022 through November 15, 2024. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist’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 – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Wildfire Mitigation Specialist serves as an at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective November 16, 2022.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 11/16/2022	\$42.75/hour*

**Includes 3% increase from previous agreement.*

Marin Wildfire Prevention Authority Annual Cost of Living Adjustment (COLA)

If the Marin Wildfire Prevention Authority (MWPA) continues to provide an annual COLA equal to the San Francisco Bay Area Consumer Price index (CPI) with an annual cap of 3%, then Wildfire Mitigation Specialist Russo will receive an hourly base salary increase on November 16, 2023 equal to the annual COLA amount approved by MWPA.

Acting Wildfire Mitigation Specialist Supervisor

Wildfire Mitigation Specialist Daniel Russo may serve as Acting Wildfire Mitigation Specialist Supervisor. He will only serve in this capacity at the request of the Deputy Fire Marshal or Prevention Battalion Chief, and for a specified time period. During the specified time period, his hourly rate will increase by 8% over base pay.

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

- A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire Mitigation Specialist's deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

The Wildfire Mitigation Specialist shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Overtime Policy #1009.

C. Physical Fitness

The Wildfire Mitigation Specialist may use Physical Fitness time per the District physical fitness policy.

D. 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.

The Wildfire Mitigation Specialist is eligible for the following medical plan contribution schedule.

District Employer Contribution for Medical Insurance Benefits

On January 1, 2011 or the earliest allowable date, the District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing members and their dependents with access to medical insurance benefits. Members 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. This contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

Beginning January 1, 2011, the District will provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

Supplemental Benefit Allowance

The District agrees to provide a Supplemental Benefit Allowance to all fulltime represented members 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 a member shall be determined based on a member's participation level. Any Supplemental Benefit Allowance can only be used by a member to offset the cost of

participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon ratification 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 members who enroll in medical insurance for Member Only, Member + 1 Dependent, or Member + Family.

Members are responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance.

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation Specialist and his dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Wildfire Mitigation Specialist and his dependents.

G. Social Security

1. The District shall contribute to Social Security, per applicable Federal law

H. Life Insurance, All Tiers

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

I. Disability - AFLAC Insurance, All Tiers

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist.

J. Employee Assistance Program (EAP)

The Wildfire Mitigation Specialist 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 10 counseling sessions per incident, per year along with on-line services.

K. One-Time Uniform Allowance

The Wildfire Mitigation Specialist will receive a one-time, \$500 uniform allowance to be paid in the November 30, 2022 payroll.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist.

A. Bereavement Leave

This leave is available to the Wildfire Mitigation Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Wildfire Mitigation Specialist's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

C. Floating Holidays

1. The Wildfire Mitigation Specialist 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 Wildfire Mitigation Specialist has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

D. General Sick Leave

1. The Wildfire Mitigation Specialist shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee's accumulated sick leave will be capped at of 2,080 hours.

E. Sick Leave Incentive

1. The Wildfire Mitigation Specialist 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 Wildfire Mitigation Specialist's deferred compensation account (457 plan).

F. Office Holidays

Paid holidays for day staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

G. Vacation

1. After one (1) year of service, the Wildfire Mitigation Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Wildfire Mitigation Specialist has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist is required to possess and maintain a valid California Driver License, Class C

ARTICLE VII- 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 changed in accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be

governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.



Wildfire Mitigation Specialist Daniel Russo

11-2-22

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

11-8-22

Date

RESOLUTION NO. 2022-31

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD NOVEMBER 2, 2022 – DECEMBER 1, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-27, on October 5, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.


PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 2nd day of November 2022, by the following vote:

AYES: Davis, Gomes, Hatfield, Silverman

NOES: none

ABSENT: Francisco

ABSTAIN: none



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-32

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST SUPERVISOR YVETTE
BLOUNT.**

WHEREAS, Wildfire Mitigation Specialist Supervisor Yvette Blount is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Wildfire Mitigation Specialist Supervisor Yvette Blount provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Supervisor Yvette Blount, 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 2nd day of November, 2022, by the following vote:

Ayes: *Davis, Givnes, Hadfield, Silverman*

Noes: *none*

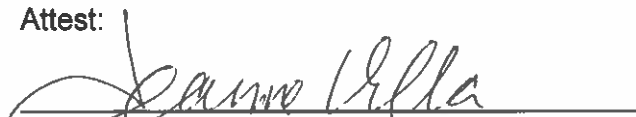
Absent: *Francisco*

Abstain: *none*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

**Wildfire Mitigation Specialist Supervisor
Yvette Blount**

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Article II: At-Will Employment

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Article IV: Leaves Article

Article V: Driver's License Requirements

Article VI: Existing District Personnel Rules, Policies and Procedures

Article VII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Supervisor Yvette Blount. This employment agreement will be in effect November 16, 2022 through November 15, 2024. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Wildfire Mitigation Specialist Supervisor’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 – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist Supervisor’s employment with the District shall be for a maximum limited term of two (2) years, and will be part-time, not to exceed 960 hours per calendar year. It is understood and agreed that the Wildfire Mitigation Specialist Supervisor serves as a at-will employee, meaning her employment with the District may be terminated by her or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – PAY RATE

The Wildfire Mitigation Specialist Supervisor’s pay shall be as follows, effective November 16, 2022

Position	Pay Rate
Wildfire Mitigation Specialist Supervisor Effective 11/16/2022	Not to exceed \$62,073.60 annually*

**Includes a 3% increase from previous agreement.*

Marin Wildfire Prevention Authority Annual Cost of Living Adjustment (COLA)

If the Marin Wildfire Prevention Authority (MWPA) continues to provide an annual COLA equal to the San Francisco Bay Area Consumer Price index (CPI) with an annual cap of 3%, then Wildfire Mitigation Specialist Supervisor Blount will receive an hourly base salary increase on November 16, 2023 equal to the annual COLA amount approved by MWPA.

Overtime

The Wildfire Mitigation Specialist Supervisor may earn overtime when working more than 40 hours per week, in accordance with the Overtime Policy.

Disability – AFLAC Insurance

The District will contribute \$150.00 per month to the base salary for disability insurance for the Wildfire Mitigation Specialist Supervisor.

One-Time Uniform Allowance

The Wildfire Mitigation Specialist Supervisor will receive a one-time, \$500 uniform allowance to be paid in the November 30, 2022 payroll.

ARTICLE IV - LEAVES

This section includes descriptions for the different type of leave programs available to the Wildfire Mitigation Specialist Supervisor.

A. General Sick Leave

1. The Wildfire Mitigation Specialist Supervisor shall accrue sick leave at a rate one (1) hour for every thirty (30) hours worked, in accordance with State law.
2. Sick leave will be accrued to a maximum of 24 hours annually, and may be carried over to the following year, with a maximum total accrual of 48 hours.
3. Any sick leave accrued by the Wildfire Mitigation Specialist Supervisor shall not be cashed out upon separation from employment.

B. Floating Holiday

The Wildfire Mitigation Specialist Supervisor will receive one (1) floating holiday per calendar year. Any floating holiday not used in the calendar year may not be carried over to the next year.

ARTICLE V – DRIVER LICENSE REQUIREMENTS

The Wildfire Mitigation Specialist Supervisor is required to possess and maintain a valid California Driver License, Class C

ARTICLE VI- 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 changed in accordance with State law.

ARTICLE VII – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Wildfire Mitigation Specialist and the District. The failure of the Wildfire Mitigation Specialist or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.

Wildfire Mitigation Specialist Supervisor Yvette Blount

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

11/8/22
Date

RESOLUTION NO. 2022-33

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE PROTECTION DISTRICT FOR THE PERIOD NOVEMBER 16, 2022 – DECEMBER 15, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-33, on November 16, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 15, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.


PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 16th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-34

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NOVATO FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY
EXECUTIVE ORDER N-08-21, DATED JUNE 11, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF NOVATO FIRE
PROTECTION DISTRICT FOR THE PERIOD DECEMBER 8, 2022 – DECEMBER 31, 2022
PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the NOVATO FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of NOVATO FIRE PROTECTION DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, The Board of Directors previously adopted a Resolution, 2022-33, on November 16, 2022, finding that the requisite conditions exist for the legislative bodies of the NOVATO FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision b of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically the continuation of Covid-19 cases related to the Omicron Variants and certain provisions of COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination

programs, and the termination of certain provisions of COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS, AB 361 allows for the continuation of teleconferenced meetings to ensure social distancing, which will avoid the potential spread of the Delta and Omicron Variants among the unvaccinated and the vaccinated; and

WHEREAS, the Board of Directors does hereby find that Covid-19 infections in Marin County are continuing to surge among both vaccinated individuals and unvaccinated individuals, social distancing continues to be recommended by the Centers for Disease Control and Marin County Public Health Officers, and the high level of transmissibility of the Omicron Variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

WHEREAS, as a consequence of the persistence of the local emergency, the Board of Directors does hereby find that the legislative bodies of NOVATO FIRE PROTECTION DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to use a Zoom platform, which does not require registrations, provides a non-internet telephone only option, and has proven to adequately allow for public participation and comment, to provide free access to the Board of Director meetings,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NOVATO FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that it has reconsidered the state of emergency, and finds that a local emergency now exists throughout the District, and Marin County Health officers continue to recommend social distancing and avoidance of in person meetings,

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of NOVATO FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 31, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of NOVATO FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of NOVATO FIRE PROTECTION DISTRICT, this 8th day of December 2022, by the following vote:

AYES: Davis, Goines, Hadfield, Silverman
NOES: none
ABSENT: Francisco
ABSTAIN: none



President Lj Silverman

Attest:



Clerk of the Board, Jeanne Villa

RESOLUTION NO. 2022-35

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
ADOPTING AN UPDATED CONSOLIDATED RECORDS RETENTION SCHEDULE
AND AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS**

WHEREAS, the State of California and Federal Government have specified time periods for which public records are required to be retained; and

WHEREAS, it is necessary for the efficient operation of the Novato Fire Protection District (“District”) to follow a procedure for the retention of certain and vital District documents and other records; and

WHEREAS, the basic statutory requirements regarding District records retention are set forth in various sections of the California Government Code; and

WHEREAS, the systematic destruction of records that are no longer required expedites the filing and retrieval of documents needed for current operations; and

WHEREAS, California Government Code §60200, *et seq.*, authorizes the legislative body of the District to authorize the destruction of certain documents without retaining copies, and authorizes the destruction of documents not expressly required by law to be maintained if such destruction complies with conditions specified in Government Code §60203; and

WHEREAS, by adoption of District Resolution No. 2019-2, adopted March 6, 2019, the District adopted a Records and Reports Retention Policy that complies with Guidelines provided by the Secretary of State pursuant to Section 12236 of the California Government Code, which is set forth under the Novato Fire District Policy Manual, Policy 800, Records Management (“the Retention Policy”); and

WHEREAS, Section “800.8” of the Novato Fire District Policy Manual provides general administrative guidelines for the destruction of specified records; and

WHEREAS, Appendix A of the Retention Policy comprises a list of categories of records and a record retention schedule; and

WHEREAS, the District wishes to update Appendix A of the Retention Policy to reflect new retention periods for various classes of records as reflected on Exhibit “A” to this Resolution, and to expressly authorize the destruction of records if such destruction complies with the updated records retention schedule adopted as Exhibit A to this Resolution, the standard protocol established by Section “800.8” of the Novato Fire District Policy Manual, and has been approved by the relevant Division Head on forms approved as Exhibit B to this Resolution, with a corresponding Certificate of Destruction to be kept in the permanent file; and

RESOLUTION NO. 2022-35

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
ADOPTING AN UPDATED CONSOLIDATED RECORDS RETENTION SCHEDULE
AND AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS**

WHEREAS, it is understood that no records will be destroyed if they affect the title to real property or liens thereon, are court records, or are the original minutes, ordinances or resolutions of the legislative body of the Novato Fire Protection District or any Novato Fire Board of Directors or Commission; and

WHEREAS, it is understood that the District Counsel will be consulted concerning specific records retention requirements when there is a District record for which no reference in the Novato Fire Records Retention Schedule seems to apply.

NOW THEREFORE BE IT RESOLVED as follows:

1. Approval of retention schedule. The Novato Fire Protection Board of Directors hereby amends the Retention Policy by repealing Appendix A in its entirety, and by adopting a new Appendix A, "Consolidated Records Retention Schedule," attached hereto as **Exhibit A**.
2. Approval of Destruction of Documents: In accordance with the requirements of California Government Code subdivision 60201(b)(2), the Novato Fire Protection Board of Directors hereby authorizes the destruction of any record not expressly required by law to be filed and preserved as long as such destruction complies with the "Consolidated Records Retention Schedule" attached hereto as Exhibit A, the standard protocol established by Section "800.8" of the Novato Fire District Policy Manual, and has been approved by the relevant Division Head on forms attached hereto and hereby approved as **Exhibit B** to this Resolution.
3. The Administrative Services Manager shall certify to the adoption of this Resolution.
4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 8th day of December 2022, by the following vote:

AYES: *Davis, Gomes, Hadfield, Silverman*

NOES: *none*

ABSENT: *Francisco*



President

Attest:

 *Manuela* Board Clerk

Physical File Location other than District files	District File Category	Division	Sub Files	Statutory Minimum Retention Period (years)	Citation			
	Exhibit A: As Resolved and Adopted March 6, 2019, "Consolidated Records Retention Schedule for the Novato Fire District": An Amendment to replace Appendix "A" of Chapter VII, Subject 28 (Code 1-VII-28 of the Novato Fire District Operations Manual, Book No. 1).			NOTES: Entries in the Statutory Minimum column, unless otherwise stated, refer to the period of time that either the record in its original format (e.g., paper, cassette tape) or electronic copy, but not both, must be retained.				
	1096 form	Accg		7 years	California Government Code			
	1099 form	Accg		7 years	California Government Code			
	5 Year System certification	RPM		5 years minimum or life of structure/property	CGC 34090			
	Accidents/Damage to District Property	Admin		10 years	CGC 34090			
	Accounting authorizations from resolutions or contracts	Accg		4/7 Years or until audited	CGC 34090			
Accg	Accounts Payable	Accg		4/7 State/Federal	CGC 34090			
	Accounts Receivable	Accg		5 years after final audit	CGC 34090			
	Accreditation (5 years)	Admin		5	CGC 34090			
Training	Acting Tests (BC, Captain, Engineer) FT Misc. Folder	Training	Target Solutions Database	Active employment	OSHA 2019 guidelines			
Accg	Actuarial Valuations	Accg		Permanent	CGC 34090			
	Administrative policies and procedures	Admin		2 after superseded	CGC 34090			
	Agendas/Packets for Committees	Admin	Cal Jac, Policy, Finance, Board Manual Review, Health and Safety	Agenda/Pkt; Minutes Permanent	CGC 34090			
	Air Resource Board	Admin		Expiry + 2	CGC 34090			
	Alarm System Plans	RPM		5 years minimum or life of structure/property	CGC 34090			
EMS	American Heart Association CPR Training	EMS		Term date + 5	CGC 34090			
Training	Annual medical evaluation	Training	Target Solutions Database	Active + 30 years	OSHA 2019 guidelines			
	Annual Reports	Admin		Permanent	Historical			
Mechanic, District	Apparatus Inventory	Fleet		Active	CGC 34090			
	Apparatus maintenance records	Fleet		10 years	CGC 34090			
	Audio recordings	Admin		30 days	54953.5 (b)			
	Audits	Accg	Annual, Hi Risk State Audit, Financial Statements	Permanent	CGC 34090			
	Awards, Miscellaneous	Admin		Permanent, historical	CGC 34090			
	Background check -Hired	HR		Termination + 3 years	CGC 34090			
	Background check Not Hired	HR		Closed +5	CGC 34090			
	Bank Deposits	Accg		4/7 Years or until audited	CGC 34090			
	Bank reconciliations	Accg		5 years after final audit	CGC 34090			
Accg	Bank Statements	Accg		4/7 State/Federal	CGC 34090			
	Behavioral Health Initiative	Admin		Permanent	CGC 34090			
	Benefit Agreements	HR	457 Plan, Fidelity Hartford Mass Mutual, ICMA Vintage Trust	Superseded + 2	CGC 34090			
Contracts	Bids/Proposals Successful	Contracts		C + 10	Cal Code Civil Proceed 337.15			
Contracts	Bids/Proposals Unaccepted	Contracts		2	Cal Code Civil Proceed 337.15			
	Bills	Accg		4/7 Years or until audited	CGC 34090			

Updated 3/19/2020

ASSERVATIONS USED -CC Government Code -CPR California Code of Regulations

Board Files	Board Certificate of Elections	Admin		T + 4	CGC 34090	
Board files	Board Correspondence	Admin		2	CGC 34090	
Board Files	Board of Directors files	Admin		Active, inactive T + 4	CGC 34090	
Board Files	Board Travel	Admin		Active + 2	CGC 34090	
	Budget	Accg		Permanent	CGC 34090	
	Budget Adjustments	Accg		5 years after final audit	CGC 34090	
	Building Construction plans	RPM		5 years minimum or life of structure/property	CGC 34090	
	Building System Plans	RPM		5 years minimum or life of structure/property	CGC 34090	
	Building, Land, etc. Unacceptable bids	Contracts		2	CGC 34090	
	Building, Land, Real Estate, Bidder specs reports schedule	Contracts		Term + 10	CGC 34090	
	Built Plans	RPM		Permanent (life of structure)	CGC 34090	
	CAFR – Comprehensive Annual Financial Report & Popular Annual Financial Report	Accg		Permanent	Historical	
	California Secretary of State – Statement of Facts Filing	Admin		5	81009	
			Annual Report against Peace Officer, Form 405, Form 806, Biennial Notices	7	81009	
Accg	California State Filings	Admin		4/7 State/Federal	CGC 34090	
	Capital Receipts	Accg		Expiration of car seat - up to 8 years	CGC 34090	
	Car Seat Program signed forms	RPM		Superseded + 2	CGC 34090	
	Career Development Guide	HR		4/7 Years or until audited	CGC 34090	
	Cash Receipts	Accg		Superseded + 2	CGC 34090	
	Catalog of Enterprise Systems	Admin		4 years after termination	CGC 34090	
	Certificates of Election	Admin		4/7 Years or until audited	CGC 34090	
	Check Register	Accg		4/7 Years or until audited	CGC 34090	
	Checks	Accg		5 years after final audit	CGC 34090	
Training	CICCS Red Cards, Web Program	Training	Target Solutions Database	Active employment	OSHA 2019 guidelines	
	Citizen Complaints	Admin		Resolved + 2	CGC 34090	
	Civil Appeals	RPM		5 years minimum or life of structure/property	CGC 34090	
EMS	Collection Write offs	EMS		20 years	CGC 34090	
	College Paramedic Interns	EMS		2 years (like ride a long)	CGC 34090	
	Compensation studies	HR		2 years	CGC 34090	
Training	Confined space training	Training	Target Solutions Database	Active employment	OSHA 2019 guidelines	
	Construction records	Admin		completion + 4	CGC 34090	
Contracts	Contract, Land, Developer, Architect, Real Estate	Contracts		Term + 10	CGC 34090	
EMS	Contracts EMS Billing	EMS		Term date + 5	California Civil Procedure 337.2	
Contracts	Contracts with agencies, vendors, etc	Contracts		Term date + 5	California Civil Procedure 337.2	
Accg	Correspondence, General	Admin		2	CGC 34090	
	Cost Accounting	Accg		4/7 State/Federal	CGC 34090	
	CPR/First Aid records	RPM		3 years	CGC 34090	
	Credit Card PCI Compliance	Admin		5 years	CGC 34090	
Accg	Damage claims	Admin		5 years	CGC 34090	
Admin	Debt Records	Admin		Permanent	Historical	
	Declaration of Emergency	Admin		Permanent	Historical	
	Deduction Authorizations	Accg		7 years	CGC 34090	
	Deeds	Admin		Permanent	CGC 34090	
	Depreciation Schedule	Accg		4/7 Years or until audited	CGC 34090	
	Disaster Log, Major Event	Admin		Permanent	Historical	

District Calendar	Admin	2 years	CGC 34090
District Charter	Admin	Permanent	CGC 34090
District Files Archived and Scanned	Admin	According to category	CGC 34090
District Properties	Admin	Permanent	CGC 34090
DMV pulls	HR	7 years after termination	CGC 12946
Election Measures	Admin	Permanent	Cal Constitution Art XIII
Elections	Admin	Permanent	Cal Constitution Art XIII
Employer ID - IRS	Admin	Permanent	CGC 34090
Employment Agreements	HR	Permanent	29 USC Sec. 211, 203, 207
Employment Applicant Information (not hired)	HR	Interview date + 2	CGC 12946
EOBs	EMS	10 years; or until patient is 18 yrs old + 10 years	TITLE 22 CCR 70751
EOC	Admin	Superseded + 2	CGC 34090
Ethics Training Certificates	Admin	5 years	CGC 6250
Exposure records	HR	30 years	29 CFR 1910.1020
Fastrak	Admin	Active + 2	CGC 34090
Fee Invoices	RPM	5 years minimum or life of structure/property	CGC 34090
FEMA Reimbursements	Acctg	Payment + 5	CGC 34090
		Final Disposition + 5, FEMA Requirement: Federal grant records must be retained for a period of three years from the date of submission of the final expenditure report, or make retention exceptions for any audit started before the expiration of the 3-year period.FEMA policy reference 2 CFR 200.333.	
FEMA Applications, Grants	Admin	5 years	CGC 34090 and FEMA 2 CFR 200.333
FEMA Study	Admin	5 years minimum or life of structure/property	CGC 34090
Fire Code Violations	RPM	Permanent	CGC 34090
Fire Codes	RPM	Permanent	CGC 34090
Fire Extinguisher	Training	Active employment	OSHA 2019 guidelines
Fire Inspection Notice	RPM	Active employment	CGC 34090
Fire Investigation - Accidental	RPM	5 years minimum or life of structure/property	CGC 34090
Fire Investigations - Death	RPM	5 years minimum or life of structure/property	CGC 34090
Fire Station Journals	Admin	Permanent	Historical
Fit Tests (Safety Employees)	HR	Permanent	CGC 34090
Fixed Asset Inventory	Acctg	Separation + 7	CGC 34090
Fork Lift Certification	Training	4 years after final audit	CGC 34090
Form 700	Admin	Active employment	OSHA 2019 guidelines
FPPC Filings-Complaints	Admin	Term + 7 Elected; Term + 5 non elected	81009
Fund Transfers	Acctg	Permanent	CGC 34090
Funerals	Admin	5 years after final audit	Historical
Garnishments	Acctg	Permanent	CGC 34090
General correspondence	Admin	Termination + 3 years	CGC 34090
General Journal	Acctg	2 years	CGC 34090
General Training	Training	4/7 Years or until audited	OSHA 2019 guidelines
Government Emergency Telephone Service	Admin	Active employment	CGC 34090
Grand Jury Reports	Admin	Until superseded	CGC 34090
Grants (5 years)	Admin	5 years	CGC 34090
Grievance	HR	5 years	CGC 34090
Hardship requests	EMS	2 years	CGC 34090
Harvey Yorke Award	Admin	10 years	CGC 34090
Haz Mat Permits	RPM	Permanent	Historical
Haz Mat Waste Program	Admin	Active + 2 years	CGC 34090
Hazard complaints	RPM	Active + 2	CGC 34090
		5 years	CGC 34090

EMS	Health and Wellness Initiative	EMS	Term date + 5	CGC 34090	
	Hold Harmless Agreements - AD-88	Admin	Permanent	CGC 34090	
	Hood/duct system plans	RPM	5 years minimum or life of structure/property	CGC 34090	
	Housing Assistance Program	Admin	payment + 5	CGC 34090	
	I-9 forms	HR	3 years	CGC 34090	
EMS	Image Trend PCR software info	EMS	Active	MM/Reform Act 99-603	
	Injury, Non Industrial	HR	Separation + 7	CGC 34090	
	Insurance	Contracts	Permanent	CGC 34090	
	Insurance - Liability/Property	Contracts	Permanent	CGC 34090	
	Insurance Certificates / Certificates of Insurance	Contracts	Permanent	CGC 34090	
	Liability Coverage	Contracts	Permanent	CGC 34090	
	Invoices	Acctg	Permanent	CGC 34090	
	ISO	Admin	4/7 Years or until audited	CGC 34090	
IT	IT Hardware/software documentation	IT	Permanent	CGC 34090	
	Job Descriptions	HR	Active	CGC 34090	
Acctg	Journal Entries	Acctg	10 years	CGC 34090	
	Key Job Agreements	Admin	4/7 State/Federal	CGC 34090	
	Knox Box Key Information	Admin	Active + 1	GC 6254	
	Law suits, Litigation	Admin/HR	Permanent	Historical	
	Lease Agreements - Property	Contracts	Final Dispo + 5	CCP 337.2	
	Lease Agreements - Vehicles	Contracts	current + 2	CGC 34090	
	Ledger	Acctg	current + 2	CGC 34090	
	Ledgers	Acctg	4/7 State/Federal	CGC 34090	
	Legal Ads	Admin	Permanent	CGC 34090	
	Legal Notices / Legal Advertising	Admin	4 years	CGC 34090	
	Legal Opinions	Admin	2 years	CGC 34090	
	Line of Duty Death	Admin	Active + 2	CGC 34090	
EMS	Marin County CQI	EMS	Permanent	Historical	
	Marin County Statement of Investment Policy	Admin	7 years	CGC 34090	
	Marin LAFCO (5 years)	Admin	Permanent	CGC 34090	
Acctg	MCERA reports	Acctg	5 years	CGC 34090	
	Memberships	Admin	Permanent	CGC 34090	
HR	Memorandum of Understanding	HR	Active + 1	CGC 34090	
	Memorials	Admin	Permanent	29 USC 24, 203, 207	
	Memos, District Internal	Admin	Permanent	CGC 34090	
	Mutual Aid Plans	Admin	2 years (keep electronic copies for historical purposes)	CGC 34090	
	Newsletters	Admin	Superseded + 2	CGC 34090	
	Notification and Publication of Election	Admin	Superseded + 2	CGC 34090	
EMS	Novato Fire CQI	EMS	Permanent	CGC 34090	
	Oaths of Office, signed	Admin	7 years	CGC 34090	
Acctg	OES Reimbursements	Acctg	T + 6	CGC 34090	
	Ordinances	Admin	Payment + 5	CGC 34090	
	OSHA or Safety reports	Admin	Permanent	CGC 34090	
	OSHA workplace violence reports	HR	5 years	CGC 34090	
	Payroll Records	Acctg	10 years	CGC 34090	
	Payroll Journal	Acctg	Permanent Historical and MCERA needs	CGC 34090	
EMS	PCRs	EMS	4/7 Years or until audited	CGC 34090	
	Pension PRAs, Grand Jury Reports	Admin	20 years	CGC 34090	
	Performance Evaluations	HR	Permanent: Historical	CGC 34090	
Training	Permit - Required Confined Space, annual	Training	Termination + 3 years	CGC 34090	
	Permits	Admin	1 year from entry	OSHA 2019 guidelines	
			Expiry + 2	CGC 34090	

Training	Personal Protective Equipment (PPE)	Training	Target Solutions Database	Active employment	OSHA 2019 guidelines	
	Personnel records: Evals, Job description etc	HR		Termination + 3	CGC 34090	
	Physicals, fit for duty reports and non-industrial injury	HR		Separation + 7 years	CGC 34090	
	Plan Review correspondence	RPM		5 years minimum or life of structure/property	CGC 34090	
	Policies (After Superseded)	Admin		Superseded (lexipol holds previous published version)	CGC 34090	
	PPE forms in Target Solutions	Training		10 years	CGC 34090	
	Press Releases	RPM		5 Years	CGC 34090	
	Prevention Policies	RPM		Permanent	CGC 34090	
	Prevention Standards	RPM		Permanent	CGC 34090	
Training	Probationary Tests	Training	Target Solutions Database	Active employment	OSHA 2019 guidelines	
	Promotional Marketing	Admin		2 years	CGC 34090	
	Public Records Act Requests	Admin		2 years	CGC 34090	
Acctg	Purchase Orders	Acctg		4 years	CGC 34090	
	Records Destruction certificate	Admin		4 years	CGC 34090	
MWPA	Grants	Admin		10 years		
	Records Index	Admin	Index, Archived Files in Storage	Active	CGC 34090	
	Records Retention Info	Admin		Active	CGC 34090	
	Recruitment material Not Hired	HR		Closed + 3	GC 12946, 6250	
	Reports of Calamity	RPM		Active + 1 year	Main County Assessor guidelines	
	Reports, Field, non fire and logs	Admin	In ERS	Current + 2	GC 34090	
	Reports, Fire, Non-arson and Logs	Admin	In ERS	Current + 2	GC 34090	
	Reports, Incident	Admin	In ERS	Closed + 3 (District maintains records in ERS back to 2002)	GC 34090; CCP338	
	Resolutions	Admin		Permanent	CGC 34090	
Training	Respiratory Protection annual fit test	Admin	Target Solutions Database	Active until superseded	OSHA 2019 guidelines	
	Ride Along forms	Admin		Electronic 2	CGC 34090	
	Risk Management reports	Admin		Closed + 7	29 CFR 1904.2	
Admin	Room Rental Agreements	Admin		T + 2	CGC 34090	
	RPM General correspondence	RPM		2 years	CGC 34090	
	Safe Deposit Box Info	Admin		Active	CGC 34090	
	Special Events	Admin		2 years	CGC 34090	
	Sprinkler System Plans	RPM		5 years minimum or life of structure/property	CGC 34090	
	Station 62 Agreement with North Marin Water District	Admin		Permanent	CGC 34090	
	Stations	Admin		Permanent	CGC 34090	
	Strategic Plans	Admin		Permanent: Historical		
Acctg	Strike Team Records and 214S	Acctg		Payment + 5	CGC 34090	
	Subpoenas	Admin		current + 2	CGC 34090	
	Surplus Property Auction	Admin		5 years after final audit	CGC 34090	
	Surplus Property Disposal	Admin		5 years after final audit	CGC 34090	
	Title	Admin		Permanent	CGC 34090	
	Training Materials	Training		2 years after superseded	CGC 34090	
	Training Records on Personnel	Training		7 years after termination	CGC 34090	
	Travel Records	Admin		Active + 1	CGC 34090	
	Vehicle ID cards	Admin		Sold + 1	CGC 34090	
Contracts	Vehicle Insurance	Contracts	(included with P&C insurance)	Permanent	CGC 34090	
Contracts	Vehicle Title, Pink Slips	Fleet		Sold + 1	CGC 34090	
Contracts	Vehicles, Fleet Replacement Plan	Fleet		Active + 2	CGC 34090	
	Vouchers	Acctg		4/7 Years or until audited	CGC 34090	
	W-2	Acctg		7 years	CGC 34090	

W-4	Accig	7 years	CGC 34090		
Warrants	Accig	4/7 Years or until audited	CGC 34090		
Weed Abatement letters	RPM	5 years	CGC 34090		
Weed complaints	RPM	5 years	CGC 34090		
Workers compensation paperwork	HR	Permanent	CCR 14322; 15400.2		
Youth Fire Setter Evaluation	RPM	Until Age 18	PC 801, UFC 104.32		
EMS	Admin	Permanent, historical			

RESOLUTION NO. 2022-36

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND ADMINISTRATIVE SERVICES MANAGER JENNIFER
CRAYNE.**

WHEREAS, Administrative Services Manager Jennifer Crayne is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Administrative Services Manager Jennifer Crayne provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Administrative Services Manager Jennifer Crayne, 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 8th day of December, 2022, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jeanne Villa



Employment Agreement

Between

Novato Fire Protection District

And

Administrative Services Manager

Jennifer Crayne

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Administrative Services Manager (“ASM”). This employment agreement will be in effect December 12, 2022 through June 30, 2025. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I – FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the ASM’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 ASM’s employment with the District shall not be for any particular term and she will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the ASM serves as a “for cause” employee, meaning their employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the ASM shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – SALARY

Effective December 12, 2022, the Novato Fire Protection District (District) and Administrative Services Manager (ASM) agree:

Position	Monthly Base Salary
Effective 12/12/2022	\$14,106.27

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

ASM 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 ASM will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE V – BENEFITS

The Administrative Services Manager 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 ASM's deferred compensation (457) plan, provided the ASM contributes at least \$150.00 per month to their deferred compensation plan.

B. Overtime Pay

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

D. Physical Fitness

The ASM may use Physical Fitness time per the District physical fitness policy.

E. 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.

The ASM is eligible to continue on the following medical plan contribution schedule, specific to their appropriate tier based upon the hiring dates below.

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

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the ASM and their dependents with access to medical insurance benefits. The ASM 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 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 ASM 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.

Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

- 2. Members hired on or after January 1, 2015 may purchase medical insurance through the District in retirement and the District will pay the minimum contribution required under the PEMHCA law.**

For members hired after January 1, 2015 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 a \$100 per month contribution to the mandatory \$50.00 per month member contribution for members under the age of 40 for a total combined contribution of \$150 per month. When current members reach the age of 40, the member contribution shall increase to \$75.00 per month and the District contribution will increase to \$125 per month for a total combined contribution of \$200 per month. For members over the age of 40 at the time of this MOU ratification, the District shall contribute a \$150 per month to the mandatory member contribution of \$75.00 per month for a total of \$225 per month.

F. Dental Insurance, All Tiers

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

- a. 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.

G. Vision Insurance, All Tiers

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

- a. 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.

H. Marin County Employee's Retirement Association

The ASM shall be responsible for 100% of their retirement contribution to the Marin County Employee's Retirement Association (MCERA).

I. Life Insurance, All Tiers

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

J. Disability - AFLAC Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

The ASM 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.

L. Educational Incentive contributions to 457 Plan

1. The ASM may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below.
 - a. Bachelor's Degree – 2%
 - b. 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 ASM's deferred compensation plan.
4. The Administrative Service Manager 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.

M. 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.

N. 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 ASM 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 ASM 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 Administrative Services Manager.

A. Bereavement Leave

This leave is available to the ASM for the purpose of attending to family needs that arise in connection with the death of a member of the ASM's immediate family. "Family" for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse's parents and spouse's grandmother and grandfather.

B. Catastrophic Leave

This leave is available to the ASM. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the ASM from returning to work for an extended period of time, during which Administrative Services Manger will exhaust all of their accumulated leave balances. In order to request catastrophic leave, the ASM must have exhausted all of their accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the ASM is incapacitated, their legally recognized representative may request that the account be opened.

C. FMLA Leave

- FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:
- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The ASM 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 ASM has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of their accrued vacation hours.

E. General Sick Leave

The ASM shall accrue sick leave at a rate of 8.5 hours per month.

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 ASM 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 ASM's deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute to the ASM deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The ASM must request this transfer of excess sick leave hours by the first pay period in January.
3. If the ASM has less than 500 hours, they may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the ASM's hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years' Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve and Christmas.

I. Vacation

1. The ASM shall start receiving Vacation Leave based accruals based upon the rate of five (5) years of service, which is 153 hours annually. Effective January 1, 2023, the ASM will have 153 hours of vacation deposited into their vacation bank. Future vacation will be accrued throughout the year for use the following 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 his/her 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 ASM has a vacation hour balance of less than four (4) hours, she 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 ASM's annual accrual rate. The ASM will cease to accrue vacation once she has accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the ASM, at their request, up to 50% of their total accrued vacation, up to one year of accrual. Cash out will only take place during the last pay period of June.

ARTICLE VII -RETIREMENT

Full time employees shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA).

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

The ASM is required to possess a valid California Driver License, Class C.

ARTICLE IX – EXISTING DISTRICT PERSONNEL RULES, POLICIES, 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 changed in accordance with State law.

ARTICLE X – ADDITIONAL PROVISIONS

A. Severability

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the ASM and the District. The failure of the ASM or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. 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.

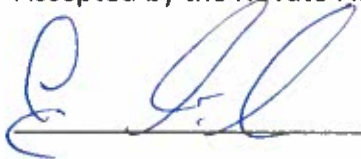
I hereby accept all terms and conditions of the above Employment Agreement.



Administrative Services Manager Jennifer Crayne

12/9/2022
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

12/8/2022
Date