

RESOLUTION NO. 2023-01

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 8, 2023 – FEBRUARY 7, 2023
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) February 7, 2023, 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 4th day of January 2023, by the following vote:

AYES: Davis, Goines, Hadfield, Francisco, Silverman

NOES:

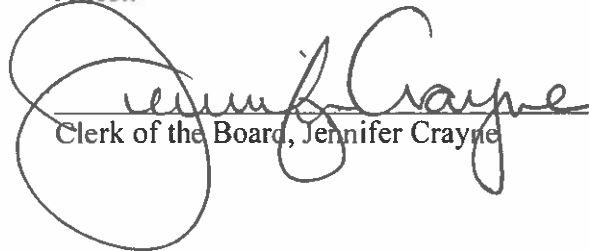
ABSENT:

ABSTAIN:



President Lj Silverman

Attest:



Clerk of the Board, Jennifer Crayne

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND INFORMATION TECHNOLOGY MANAGER AZAR
MASHINTCHIAN.**

WHEREAS, Information Technology Manager Azar Mashintchian is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Information Technology 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 Information Technology Manager 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.

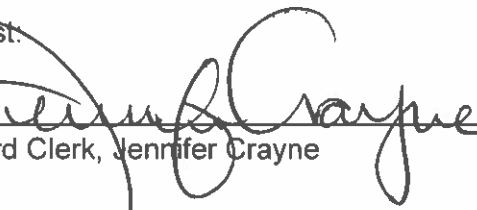
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 4th day of January, 2023, by the following vote:

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



President Lj Silverman, Board of Directors

Attest:


Board Clerk, Jennifer Crayne



Employment Agreement
Between
Novato Fire Protection District
And
Information Technology Manager
Azar Mashintchian

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Information Technology Manager. This employment agreement will be in effect November 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 Information Technology 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 Information Technology 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 Information Technology 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 Information Technology 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 - SALARY

The Information Technology Manager's salary shall be as follows effective November 1, 2022

Position	Monthly Base Salary
Effective 11/1/2022	\$12,250.00

- 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 Information Technology Manager 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 Information Technology Manager will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

ARTICLE V - BENEFITS

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

B. Overtime Pay

The Information Technology Manager shall be compensated at time and one-half of the 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 Information Technology 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.

The Information Technology 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 Information Technology Manager and their dependents with access to medical insurance benefits.

The Information Technology 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 Information Technology 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.

Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance 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 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 Information Technology Manager 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 Information Technology Manager 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 Information Technology 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 Information Technology Manager paycheck. The Information Technology 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 Information Technology Manager.

K. Employee Assistance Program (EAP)

The Information Technology Manager 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 Information Technology Manager 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 Information Technology Manager and Fire Chief but must be within the scope of the job requirements for the position.

M. Educational Incentive contributions to 457 Plan

The Information Technology Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below. The District recognizes that the field of Information Technology is ever changing and acknowledges the value of on-the-job experience over solely a college degree.

1. 1% Associate's Degree.
2. 2% Cisco Certified Network Associate (CCNA)
3. 3% Bachelor's Degree OR 10 years' experience in the field of information technology and an Associate's Degree.

1. Education Incentive payments may not be used as a form of retirement subvention.
2. The Educational Incentive amount shall be deposited into the Information Technology Manager's deferred compensation plan.
3. The Information Technology Manager 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.

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 Information Technology 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 Information Technology Manager is eligible for this incentive if:

- They have been employed full-time for two (2) 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 Information Technology Manager.

A. Bereavement Leave

This leave is available to the Information Technology Manager for the purpose of attending to family needs that arise in connection with the death of a member of the Information Technology 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 grandparents.

B. Catastrophic Leave

This leave is available to the Information Technology 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 Information Technology Manager from returning to work for an extended period of time, during which Information Technology Manager will exhaust all of their accumulated leave balances. In order to request catastrophic, leave the Information Technology 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 Information Technology Manager 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 Information Technology 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 Information Technology Manager 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 Information Technology Manager shall accrue sick leave at a rate of 8.5 hours per month. Upon date of hire, the Information Technology Manager 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 Information Technology 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 Information Technology Manager deferred compensation account (457 plan).

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

1. Upon request the District will contribute the Information Technology Manager's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The Information Technology Manager must request this transfer of excess sick leave hours by the first pay period in January.
3. If the Information Technology Manager 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 Information Technology Manager'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 Information Technology Manager 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 Information Technology Manager 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 Information Technology 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 Information Technology Manager's annual accrual rate. The Information Technology Manager 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 Information Technology Manager, 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).

1. Retirement, the following verbiage will apply, based on previous MCERA membership at Marin County Sheriff's Office:

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 Information Technology Manager 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 Information Technology Manager and the District. The failure of the Information Technology 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.

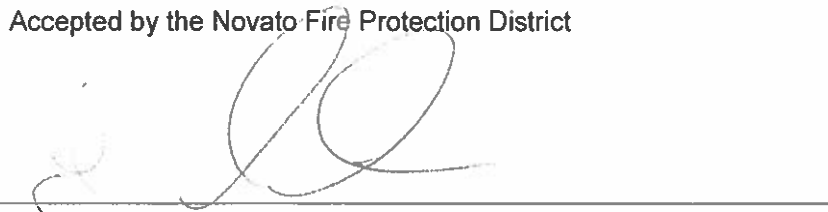
I hereby accept all terms and conditions of the above Employment Agreement.



Information Technology Manager

1/19/2023
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

1-19-2023
Date

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT AUTHORIZING THE PRESIDENT TO EXECUTE AN AMENDMENT TO THE DISTRICT'S EMPLOYMENT AGREEMENT WITH FIRE CHIEF WILLIAM TYLER.

WHEREAS, by Resolution No. 2018-1, the Novato Fire Protection District ("the District") authorized the execution of an Employment Agreement ("the Agreement") with Fire Chief William Tyler ("the Fire Chief") to govern the terms and conditions of Fire Chief's employment with the District in order to retain the Fire Chief's experience, skills, abilities, background, and knowledge; and,

WHEREAS, the Fire Chief is a non-represented employee of the District and,

WHEREAS, the Agreement contemplated that District should perform an annual review of Fire Chief's base salary and,

WHEREAS, at a duly noticed and agendaized closed Session held pursuant to government code section 54957 on December 8, 2022, the District Board of Directors ("the Board") conducted a Public Employee Performance Evaluation of the Fire Chief; and,

WHEREAS, following review, District staff and the Board have concluded that Fire Chief is providing an outstanding and dedicated leadership to the organization, and working tirelessly to meet all requirements and demands of the position; and

WHEREAS, the Fire Chief is exceeding all expectations for the position and provides a valuable service and exemplary leadership to District in its fire protection activities; and

WHEREAS, District wishes to acknowledge and reward Fire Chief's exceptional job performance by amending the terms of the Agreement to reflect a 7% wage increase, commensurate with salary increases reflected in applicable memoranda or understanding with other District staff, and to award Fire Chief ten (10) additional vacation days for use within the calendar year 2023, and to award a one-time \$5,000 bonus, granted to other District employees for extraordinary service during the Covid pandemic, and a one-time \$15,000 bonus; and

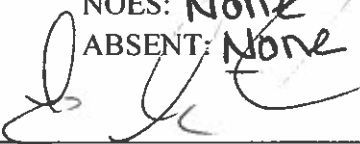
WHEREAS, the Board finds that the above-described salary and benefits adjustments are necessary to retain this valuable public employee.

NOW, THEREFORE, IT IS HEREBY RESOLED AS FOLLOWS:

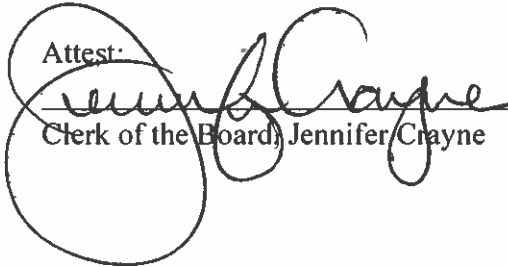
1. The President of the Board of Directors is authorized to execute an Amendment to the agreement, in a form substantially similar to that attached hereto as **Exhibit A**, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 4th day of January, 2023, by the following vote:

AYES: *Davis, Goines, Hadfield, Francisco, Silverman*
NOES: *None*
ABSENT: *None*



President Louis Silverman

Attest:

Clerk of the Board, Jennifer Crayne

AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT

This amendment No. 3 (“**Amendment**”) to that certain “Employment Agreement” (“**the Agreement**”) by and between the NOVATO FIRE PROTECTION DISTRICT, and independent Special District formed under the authority of the California Fire Protection District Law of 1987 (“**District**”), and WILLIAM TYLER (“**Fire Chief**”), is effective on the effective date identified on the signature page.

RECITALS

A. District and Fire Chief entered into the Agreement, effective January 1, 2018, pursuant to which Fire Chief agreed to perform certain services described in the agreement, generally consisting of the terms and conditions of employment by the Fire Chief of the District.

B. Section 2.2 of the Agreement contemplates that District should perform an annual review of Fire Chief’s base salary.

C. At a duly noticed and agendaized Closed Session held pursuant to Government Code Section 54957 on December 8, 2022, the District Board of Directors conducted a Public employee Performance Evaluation of Fire Chief.

D. Following review, District staff and the Board of Directors have concluded that Fire Chief is providing outstanding and dedicated leadership to the organization, and working tirelessly to meet all requirements and demands of the position.

E. District wishes to amend the terms and conditions of the Agreement to reflect a 7% increase in the Fire Chief’s base salary under the Agreement, commensurate with increase granted to other District non-sworn administrative and Novato Professional Firefighting staff under applicable memoranda of understanding, and to award the Fire Chief ten (10) additional vacation days for use within the calendar year 2023.

F. District also wishes to amend the terms and conditions of the Agreement to include a one-time \$5,000 bonus, granted to other District employees for extraordinary service during the Covid pandemic, and a one-time \$15,000 bonus.

NOW, THEREFORE, District and Fire Chief, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. **AMENDMENT.** Section 2.1 of Agreement, “Base Salary”, is hereby amended by increasing the amount of base salary from \$222,727 to \$238,318.

3. **AMENDMENT.** A new subsection 3.2.4, “Additional Vacation Award for Use in Calendar Year 2023”, is hereby added to Section 3, “Benefits” as follows:

"3.2.4 Additional Vacation Award for Use in Calendar Year 2023. As of the Effective Date of that certain "Amendment No. 2 to the Employment Agreement", Fire Chief shall be awarded an additional ten (10) days of vacation leave that may be used at any time within calendar year 2023. These additional vacation days are a one-time award and shall not roll over into 2024 or any subsequent calendar year as unused. These additional 2023 vacation hours shall not count against the cap established by Subsection 3.2.1"

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties. This Amendment supersedes all prior negotiations, agreements and understandings, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is bidding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

DISTRICT:
NOVATO FIRE PROTECTION DISTRICT

By:


Signature

Print name:

Lj. Silverman

Dated:

("Effective Date")

1/12/2023

FIRE CHIEF:
WILLIAM TYLER,

By:


Signature

Print Name:

Bill Tyler

Dated:

1/12/2023

RESOLUTION NO. 2023-04

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 8, 2023 – MARCH 6, 2023, 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) March 6, 2023, 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 February 2023, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman

NOES: none

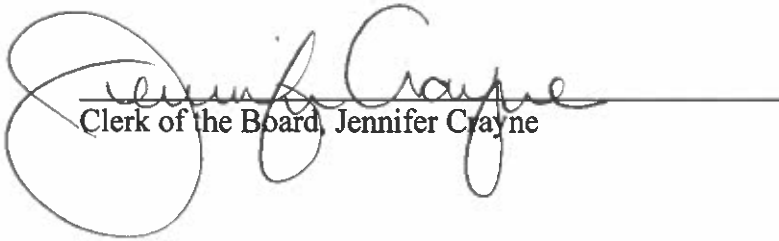
ABSENT: none

ABSTAIN: none



President Lj Silverman

Attest:



Clerk of the Board, Jennifer Crayne

RESOLUTION NO. 2023-5

**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 JAMES
MACDOUGALL.**

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

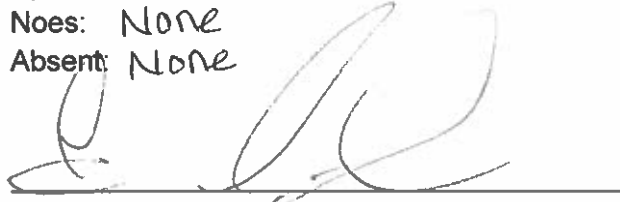
WHEREAS, Wildfire Mitigation Specialist James MacDougall provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist James MacDougall, 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.

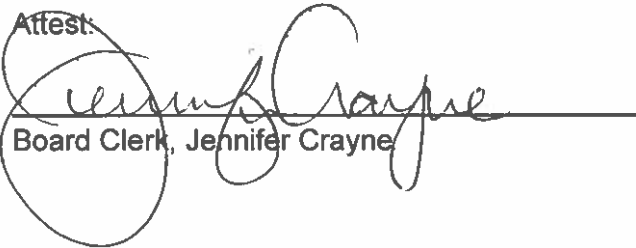
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of March 2023, by the following vote:

Ayes: Davis, Goines, Hadfield, Francisco, Silverman
Noes: None
Absent: None



President Lj Silverman, Board Of Directors

Attest:

Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist
James MacDougall

1
February 10, 2023

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Article II: At-Will Employment

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Article V: Leaves Article

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 James MacDougall. This employment agreement will be in effect March 1, 2023 through February 28, 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 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 March 1, 2023.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 3/1/2023	\$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 MacDougall will receive an hourly base salary increase on March 1, 2024 equal to the annual COLA amount approved by MWPA.

Acting Wildfire Mitigation Specialist Supervisor

Wildfire Mitigation Specialist James MacDougall 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

I. 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 offers employees and their dependents 9 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 March 15, 2023 payroll.

L. Continuing Education

The Wildfire Mitigation Specialist will be provided with time off, and cost of tuition, food, mileage, and lodging to attend courses that are related to the five (5) goals and objectives of

the Marin Wildfire Prevention Authority. These goals and objectives are:

1. Vegetation Management
2. Detection, Alert, and Evaluation
3. Grants
4. Public Outreach and Education
5. Defensible Space and Home Hardening

Attendance at any course will require prior approval by the Prevention Battalion Chief or Deputy Fire Marshal.

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, Christmas Eve, and Christmas.

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 James MacDougall

3/2/2023

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

3/2/2023

Date

RESOLUTION NO. 2023-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND THE NOVATO FIRE CHIEF OFFICERS ASSOCIATION

WHEREAS, the Novato Fire Chief Officers Association (“Association”) is the formally recognized employee organization of the Novato Fire Chief Officers representation unit; and

WHEREAS, the Association members provide valuable all risk services to the Novato Fire Protection District (“District”); and

WHEREAS, the District, via its representatives, has negotiated with the Association regarding adjustments to the salary and benefits of Association members; and

WHEREAS, the District’s Board of Directors finds that salary and benefits for the Association members, as described in the Memorandum of Understanding attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Memorandum of Understanding attached hereto as **Exhibit A** and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 1st day of March 2023, by the following vote:

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



Lj Silverman, President, Board of Directors

Attest: 

[Name], Clerk of the Board

The logo of the Novato Fire Protection District is a shield-shaped emblem. At the top, the word "NOVATO" is written in a bold, sans-serif font. Below this is a Maltese cross, a common symbol for fire departments. In the center of the cross is a circular seal containing a stylized figure of a firefighter. At the bottom of the shield, the words "FIRE DISTRICT" are written in a bold, sans-serif font. The entire logo is rendered in a light gray, semi-transparent style.

MEMORANDUM OF UNDERSTANDING

between

Novato Fire Protection District

and

**Novato Fire Chief Officers Association,
IAFF Local 1775**

JANUARY 1, 2020 – JUNE 30, 2025

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MEMORANDUM OF UNDERSTANDING

between

NOVATO FIRE PROTECTION DISTRICT

and

NOVATO FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL 1775

WHEREAS, THE NOVATO FIRE PROTECTION DISTRICT, hereinafter referred to as "DISTRICT" and the NOVATO FIRE CHIEF OFFICER ASSOCIATION, IAFF LOCAL 1775, hereinafter referred to as the "ASSOCIATION," have met and conferred in good faith concerning wages, hours, and working conditions;

WHEREAS, the District and the Association have reached agreement on the matters set forth in the Memorandum of Understanding ("MOU") hereto and incorporated herein in full; and

WHEREAS, in order to maintain the highest levels of emergency services, recognizing the need to meet and confer, the District will from time to time revise assignment and deployment strategies.

NOW, THEREFORE, IT IS AGREED that pursuant to Section 18 of the District's Personnel Ordinance, the matters set forth in the MOU agreement between the District and Association shall apply to all members represented by the Association of the District covered by the Personnel Ordinance.

Based on what is set forth in this MOU, the parties have entered into this agreement as reflected by the signatures of their respective authorized representatives below.

Acknowledgements

We gratefully acknowledge the dedicated work of NFPD and NFCOA negotiation team members:

James Galli, Negotiator

Kyle Dague, NFCOA President

Michael Hadfield, Board of Director Negotiator

Erich Mesenburg, NFCOA Negotiator

1 GENERAL PROVISIONS

1.1 Term

The MOU term is effective from January 1, 2020 through June 30, 2025.

1.2 Existing Practices

Existing beneficial practices or procedures shall be maintained to the extent that they are matters within the wages, hours, and other terms and conditions of employment within the scope of representation as defined by Government Code section 3504.

However, the District and Association agree to develop a working group/committee to update and identify which, if any, of the existing practices should be included in the MOU. Any updates must be mutually agreed upon prior to implementation and adoption by the Board of Directors. The goal for completion will be no later than 12 months from the Full Ratification of this contract.

1.3 Introduction

The following is a comprehensive list of wages, benefits, and requirements as they relate to members of the Novato Fire Chief Officers' Association, IAFF Local 1775 ("the Association") a recognized employee organization. This agreement reflects the results of negotiations between the Association and the Novato Fire Protection District (hereinafter "District"). The Novato Fire Chief Officers are sometimes hereinafter referred to as "Chief Officers" or "members".

This document provides information on the wages, benefits, physical fitness program, leaves, and staffing for the following Chief Officer positions:

Division Chief

Operations Battalion Chief

Fire Marshal/Battalion Chief

Training Officer/Battalion Chief

Director of EMS/Battalion Chief

Director of Organizational Resources/Battalion Chief

1.4 Opener

At the time this contract has been entered into, the positions of Division Chief and Director of Organization Resources/Battalion Chief have not been filled and the parties understand that the District may not fill them during the term of this contract. If, however, the District does fill this position during the term of this contract, the parties agree that they will meet and negotiate the salary and benefits for the positions.

2 ASSOCIATION

2.1 Release Time

District and Association agree that District shall allow up to two (2) NFCOA representatives, who are official representatives of NFCOA, to be given time off without loss of compensation or other benefits when formally meeting and conferring with representative(s) of District on matter

within the scope of representation. Except by mutual agreement, the number of NFCOA representatives excused for such purposes shall not exceed two (2) at one time.

3 COMPENSATION

3.1 Introduction

Compensation for the term of this contract is listed in this section.

3.2 One Time Bonus

In recognition for the extraordinary effort and sacrifices during the COVID-19 pandemic and extreme wildfire season, District proposes an off-schedule one-time bonus in the amount of \$5,000 to be paid within sixty (60) days of Full Ratification of the tentative agreement. The off-schedule one-time bonus only applies to current B/Cs promoted before December 31, 2021.

3.3 Salary Increases

For Chief Officers, the following annual base salaries will apply:

Position	Salary
Shift Battalion Chief	\$182,264
Day Battalion Chief	\$191,377*

*Represents a 5% differential for day battalion chiefs.

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

Year 2:

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

Effective 60 days after Full Ratification of the tentative agreement, DISTRICT will make a one-time off-schedule payment to the members of ASSOCIATION in the following manner:

- The payment will be based on the existing base salary of the Shift B/C as of January 1, 2020.

- The payment will provide two percent (2%) of salary as of January 1, 2020, and another two percent (2%) of salary as of January 1, 2021.
- These amounts will be added together and divided by the number of months from January 1, 2020, until December 31, 2021.
- The payment will be based on the member's time in number of months as a B/C, calculated to the nearest month.
- This payment will only apply to those members who are currently employed as a B/C and represented within NFCOA.

3.4 Pay While Acting Deputy Fire Chief

- a. The District may offer the role of Acting Deputy Fire Chief to Chief Officers who are deemed qualified to fill this role by the District Board of Directors ("BOD" or "Board") and as determined by the Fire Chief when the Deputy Chief is unavailable.
- b. The following outlines the exclusive structure as to how the Chief Officers should be compensated while or as a result of temporarily filling this role, notwithstanding anything to the contrary in the MOU.
- c. The procedure for such temporary assignments shall be as follows:
- d. The Fire Chief will determine those Chief Officers authorized to work as Acting Deputy Fire Chief when the current Deputy Chief is unavailable.
- e. A member serving in the role of Acting Deputy Fire Chief shall be paid the differential between the individual's hourly rate and the Deputy Chief hourly rate (refer to Deputy Fire Chief employment agreement for hourly rate) while on regular duty hours, to a maximum of 10 hours per work day. Hours are based on the member's regular work schedule. On scheduled days off, member will be paid ½ hour of overtime for every hour of Deputy Chief coverage to a maximum of 12 hours of overtime.
- f. If the Acting Deputy Chief is called into the District on emergency response for any incident, members will be paid their regular overtime rate for each hour worked. During the emergency response time, members will only receive their regular overtime rate and not both the Acting Deputy Chief rate and their regular overtime rate.
- g. The Fire Chief will assign an authorized Chief Officer to the role of Acting Deputy Fire Chief based upon low hours in TeleStaff.
- h. Chief Officers on promotional probation are not eligible to work as Acting Deputy Fire Chief.
- i. Duties for the Acting Deputy Fire Chief include, but are not limited to:
- j. Perform all duties of the Deputy Chief as directed by the Fire Chief and/or the Board President.
- k. It is understood that circumstances may arise requiring the Acting Deputy Fire Chief to work in the District on a normally scheduled day off.
- l. Administrative and operational management of the Fire District twenty-four (24) hours a day, seven (7) days a week.

- m. Respond to emergency incidents in support of the Incident Commander and Incident Command Post.
- n. Conduct recurring OPS meetings.
- o. All other duties as described in the Deputy Fire Chief job descriptions.
- p. Attend community interaction events as directed by the Board President.

3.5 Continuing Professional Education

3.5.1 Continuing Education Leave

Continuing education leave for Chief Officers includes 40 hours per calendar year of leave time to attend academic courses for the specific purpose of obtaining a BA, BS, MA, or MS degree. The District will provide for time off and the cost of course materials only.

Continuing professional education for Chief Officers includes:

- Chief Officers will be given up to two weeks per year to attend Chief Officer classes, NWCG classes, or classes that pertain to their area of responsibility, if funds are available.
- One of the two weeks per year must be devoted to Chief Officer courses until certification is completed.
- Only Shift Battalion Chiefs will be paid up to ten hours/eight hours minimum of overtime pay for each day that they are at class and not scheduled to be on duty.
- The District will pay for books, tuition, food, mileage and lodging for all Chief Officers.

Educational Incentive Program I

The educational incentive for Chief Officers provides for an increase in retirement subvention towards the member's contribution. A member may obtain 1% for meeting a criterion in Categories 1 and 2 (maximum 1% per category).

If a member does not pay into retirement, a maximum of 2% salary increase per category will apply:

Category 1:

- Participation in an EOC command or General Staff position.
- Participation on the Marin County USAR Team
- Marin County Behavioral Health Team
- Participation on the Marin County Hazmat Team
 - Budget Administration
 - Program Administration
- Participation on the Marin County Fire Investigation Team
- Participation on North Bay Incident Management Team (NBIMT)
- MCFCA Strike Team Leader
- Active assignment to an Incident Management Team

Category 2:

- Bachelors (BA or BS) Degree
- Masters (MA or MS) Degree
- Doctoral Degree

Educational Incentive Program II

This educational incentive provides for the following increases for each academic and professional certification to be paid on a monthly basis to permanent members. All members receiving educational incentive will have to maintain 10 hours of annual continuing education (CE) as outlined in the CE Professional Development Guidelines.

This educational incentive provides for an increase in retirement subvention towards the member's contribution. A member may obtain 1% for meeting a criterion in Categories 1, 2, and 3 (maximum 1% per category).

If a member does not pay into retirement a maximum of 2% salary increase per category will apply:

Category 1:

- State Fire Marshal Officer Program:
- Chief Officer Certification
- Fire Prevention 3
- Master Instructor
- Instructor 1
- Instructor 2

Category 2:

- Fire Officer Designee (FOD)
- Chief Fire Officer Designee (CFO)
- Chief Medical Officer (CMO)

Category 3:

- A member may obtain 1% for completion of the Executive Fire Officer (EFO) series from the National Fire Academy (NFA).

3.5.3 *Emergency Response Pay*

Emergency Response Pay starts when the Chief Officer initiates their response while off duty to the incident or District and ends when they are released from the incident or District coverage.

Emergency Response Pay may be compensated only as OT pay at the employee's regular overtime rate.

Chief Officers who are certified and qualified according to California Incident Command/Certification Systems will earn emergency response pay at their normal hourly rate from the time they leave Novato District Boundaries to the time they return, with up to two (2) hours for returning apparatus to service and documentation, at time and one half hours for mutual aid responses under the California Fire Assistance Act or any other currently applicable mutual aid agreements.

3.5.4 Wildland Duty Coverage

Eliminated upon ratification of the MOU.

3.5.5 Overtime

Chief Officers will receive time and one-half for all overtime worked, effective July 1, 2005. This includes overtime for meetings and classes required by the District.

All B/Cs will have an equal opportunity to shift overtime based on the lowest hours.

Day B/Cs who are operationally qualified shall receive overtime pay for shift work at the Shift B/C hourly rate and may not take OT in CTO or CTO2.

OT requests for all Chief Officers, other than scheduled shift overtime, shall require pre-approval from the Deputy Chief or the Fire Chief via email.

Effective March 1, 2023, Overtime Rates:

- Day B/C working shift to cover Shift B/C shall receive the Shift B/C overtime rate.
- Day B/C working overtime in the course of their normal assignment shall receive Day B/C overtime rate.
- Day B/C assigned to an out-of-County assignment shall receive the Day B/C overtime rate.
- Shift B/C working any additional hours outside of their normal shifts shall receive the Shift B/C overtime rate.

3.5.6 Sick, CTO and Vacation Leave Calculations when moving between B/C Assignments

Sick, CTO, and vacation leave balances will be adjusted up or down to reflect either Day B/C accrual or Shift B/C accrual depending on the position filled or assigned so long as there is no loss to the value of leave balances already accrued.

3.5.7 CTO Conversion to Sick Leave Approvals

District and NFCOA agree that CTO may be converted to sick leave only with written approval by the Fire Chief.

4 BENEFITS

4.1 Introduction

This section includes benefits related to retirement, deferred compensation, holidays, emergency response pay, overtime, miscellaneous pay items, health and life insurance programs, CSFA dues, continuing education leave, continuing professional education, educational incentives, vehicles and sick leave incentive.

4.1.1 Insurance for Active Members

Medical

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 full-time 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.

The District's contribution towards medical insurance premiums is based upon the FDAC/EBA 2010 Kaiser HMO premiums and the CalPERS Kaiser HMO premium in 2011. This rate shall be adjusted annually based upon the Kaiser HMO premium.

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

Section 125 Cafeteria Plan

The District agrees to maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

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.

Dental

The District shall pay 100% of the premium for dental coverage for \$1500 per person per year, for all members and their dependents.

The District's dental plan covers orthodontia for adults and children. The orthodontia benefit is 50% to a maximum of \$1,500 and is subject to an annual deductible.

The annual deductible is \$50 (\$150 for Family) and does not apply for Preventive Care Services. The deductible applies to Basic, Major and Orthodontia Care.

Vision

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

Life

Position	District Contribution	Amount of Coverage
Chief Officer	\$12.00 or 50% of premiums (whichever is greater)	\$60,000 AD&D \$60,000 Life

Employee Assistance Program

The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through FASIS, and administered by Managed Health Network (MHN) offers 9 counseling sessions per incident, per year for all members and their dependents along with on-line services.

4.1.2 Insurance for Retired Members

Medical

District Employer Contribution for Retiree 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 retired 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 Employer Contribution for Retiree 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 retired employer contribution that is equal to the minimum contribution required under the PEMHCA.

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

Supplemental Retiree Benefit Allowance

The District agrees to provide a Supplemental Retiree Benefit Allowance to retired members in accordance with the terms of this Agreement and as established by District policies and procedures. Receipt of any Supplemental Retiree Benefit Allowance shall be in addition to any employer contribution required under PEMCHA.

The amount of the Supplemental Retiree Benefit Allowance provided to a member shall be determined based the date the member is hired, promoted, and retired from the District and on the member's District medical plan participation level. Attached to this Agreement as *Attachment A* are the Supplemental Retiree Benefit Allowance Tables establishing the eligibility requirement and District obligations pertaining to the Supplemental Retiree Benefit Allowance. For District members retiring from the District, the Supplemental Retiree Benefit Allowance is considered a vested benefit for the member and his/her eligible dependents as that term is defined by State Law.

The amount the District pays towards a medical insurance plan premium will be paid in a manner that does not impact the retired member's tax liabilities.

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

Supplemental Retiree Benefit Allowance Provisions	Vesting Formula
<p>1.) The District will provide a SRBA based on a vesting formula. Each member will fall into a vesting category based on current years of service on July 1, 2010.</p> <p>2.) Each member shall accrue an additional .75% for each year of service. This percentage will be added to the original vesting percentage to a maximum of 80%.</p> <p>3.) The District will pay a percentage of the applicable Kaiser HMO premium towards the retirees' selected medical plan, based on the</p>	<p>Years of Service/Percentage</p> <p>0 to end of year 4 – 55%</p> <p>5 to end of year 9 – 60%</p> <p>10 – end of year 14 – 65%</p> <p>15 – end of year 19 – 70%</p> <p>20 – end of year 24 – 75%</p> <p>25 – 30 – 80%</p>

vesting percentage to a maximum of 80%.

4.) The District shall establish a retiree health savings (RHS) account for members in this category. Mandatory contributions by the District and member shall be:

Members up to age 39*: District contributes \$100/month; member \$50.00/month

Members age 40 and above*: District contributes \$125/month; member \$75.00/month

** Both member and District contributions shall be adjusted annually beginning June 30, 2011, 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).*

Members promoted on or after January 1, 2017

Supplemental Retiree Benefit Allowance Provisions

1.) Members promoted after January 1, 2017 shall carry forward existing retiree health care benefits as defined in the memorandum of understanding between the Novato Fire Protection District and the Novato Professional Firefighters Association in effect on the date of their promotion.

Dental

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

Vision

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

Most Favored Nations

The District and Association agree that any increase in by District (to the NPFA or NSAS group) after this MOU with NFCOA will be matched in an equal amount to the members of the NFCOA for the duration of the MOU in the following categories only:

1. Health care plan employer benefits contributions
2. Life insurance employer contributions
3. Salary continuance insurance employer contribution

4.1.3 Deferred Compensation

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

\$100.00 per month to their deferred compensation plan.

4.1.4 Retirement

The District adopted a 3% @age 50 retirement tier, effective for all safety members hired prior to January 1, 2008.

The District adopted a 3% @ age 55 retirement tier effective for all safety members hired between January 1, 2008 and December 31, 2012.

The District adopted a 2.7% @age 57 retirement tier, effective for all safety members hired on or after January 1, 2013 in accordance with the Public Employees' Pension Reform Act (PEPRA).

4.1.5 Accrued Sick Leave Towards Retirement

A member's accrued sick leave may be applied toward retirement credit.

Sick Leave Payout

Beginning January 1, 2011, if a member chooses not to use accumulated sick leave toward retirement (service time increase), he/she shall be paid at 50% of their regular hourly salary for all accumulated sick leave up to the maximum of 2912 hours for shift members and up to 2080 hours maximum for day members. The members shall have the option to designate any percentage of the value of their accrued leave to either or a combination of deferred compensation or as pay.

For annual sick leave accrual payments in excess of the maximum, members shall be compensated at 100% of the regular hourly rate each December 1. The members shall have the option to designate any percentage of the value of their accrued leave to either a combination of deferred compensation or as pay.

4.1.6 District and Employee MCERA Contribution after 30 Years of Service

After 30 years of participation in the MCERA, the member is no longer required to make retirement contributions. The employer continues to make contributions to MCERA until the employee's retirement or separation.

4.1.7 Sick Leave Incentive

Chief Officers on a 56-hour work week will be awarded the equivalent of twelve (12) hours of pay for each quarter of the year that sick leave is not used. FMLA leave shall not count as used sick leave.

Chief Officers on a forty (40) hour work week will be awarded the equivalent of eight and one-half (8.5) hours of pay for each quarter of the year that sick leave is not used. FMLA leave shall not count as used sick leave.

4.1.8 Assignment of District Vehicles

District vehicles may be permitted to be taken home under the following circumstances:

- i. The B/C will park and lock the District vehicle within their place of residence's garage or driveway.
- ii. The B/C lives within 40 air miles of the Novato Fire Administration building located at 95 Rowland Way.
- iii. The B/C must maintain a fifty percent (50%) off duty response rate, to maintain vehicle, when District calls a second alarm or when called back for District coverage; this will be evaluated on a semi-annual basis.
- iv. B/Cs will not self-dispatch to other jurisdiction's incidents.
- v. The vehicle is returned and secured on District property when the B/C is on vacation or extended leave. For the purpose of this section, vacation and extended leave will be any time off in excess of 14 calendar days.

These vehicle provisions of the MOU supersede and extinguish any and all Side Letter or agreements concerning District vehicles.

4.1.9 CSFA Dues

The District will pay 100% of CSFA dues for all active Chief Officers.

5 LEAVES

5.1 INTRODUCTION

This section includes descriptions for the different type of leave programs including administrative leave, bereavement leave, catastrophic leave, CTO, FLMA, family sick leave, flex time, general sick leave, shift trades, and vacation.

5.1.1 Bereavement Leave

Bereavement leave is granted for members to attend services in the event of a death within the immediate family of the member. Refer to Policy 1049 "Sick and Other Health Leaves" for complete guidelines on bereavement leave.

5.1.2 Catastrophic Leave

Permanent full-time and part-time members who are incapacitated due to an off-duty-catastrophic illness or injury may retain their position within the organization, with pay and benefits for a period of up to one (1) year. The program will be known as the Catastrophic Leave Plan. Refer to Policy 1049 "Sick and Other Health Leaves" for complete guidelines on catastrophic leave.

5.1.3 Compensatory Time Off

Members who work overtime will be given the opportunity to convert their time worked into Compensatory Time Off (CTO). CTO shall accrue at one and one-half (1.5) hours per hour worked. Please refer to Policy "Compensatory Time Off" for complete guidelines on compensatory time off.

5.1.4 Family Medical Leave

To the extent not already provided under current leave policies and provisions, the District will provide family and medical care leave for eligible members as required by State and Federal law. Please see Policy Family and Medical Leave for complete guidelines on FMLA.

5.1.5 Family Sick Leave

In accordance with the Labor Code section 233 the District will allow a member to use up to one half (½) of their yearly accrual of sick leave for the illness or injury of an immediate family member in any calendar year.

5.1.6 Personal Sick Leave

Personal Sick Leave is leave from duty which may be granted by the District to a member because of personal illness, injury, or for personal medical, dental, and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

5.1.7 Flex Time

Flex time may be granted for day Chief Officers and must follow the Flextime Policy 1050.

5.1.8 Vacation

Vacation time must be used in accordance with Policy and is earned as follows:

Years of Service	Shift Accrual – Annually	Day Accrual - Annually
1 Year	6 Shifts	102 hours
5 Years	9 Shifts	153 hours
10 Years	11 Shifts	187 hours
15 Years	13 Shifts	221 hours
20 Years	16 Shifts	272 hours
25 Years	18 Shifts	306 Hours

5.1.9 Vacation Rollover

The District will allow members to rollover their annual vacation shifts/days to the following year and each member may bank up to twice their annual vacation accrual in this account.

The District, at the request of the member, will pay the member up to fifty percent (50%) of their total accrued vacation, up to one (1) year of their current annual accrual. Cash out will only take place during the last pay period of June.

If a member is unable to use earned vacation time due to staffing issues or a worker's

compensation injury, the unused vacation time may rollover to the next calendar year providing:

- There are no days/shifts remaining in the year for the member to take earned vacation time.
- All vacation time carried over must be used as regular vacation time, including the 13th vacation day for shift members.
- Vacation picks for shift members at the end of the year are allowed into the next calendar year to complete a block of two (2) shifts.
- Shift Chief Officers may not take overlapping vacations without prior approval of the Fire Chief.

5.1.10 Holidays

Day B/Cs will observe holidays in accordance with the administrative office staff.

There are no paid holidays for Shift BCs—holiday pay was previously rolled into base salary.

Day BCs receive a paid holiday when it falls on their regularly scheduled workdays. If a holiday falls on a scheduled day off, the Day BC may take off a flex day in lieu of the missed holiday within the same pay period.

Holidays observed by day BCs are: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas; and two floating holidays for all BCs.

Affected members will not be charged with a vacation day and holiday for the same day worked.

6 TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Introduction

This section includes Shift Battalion Chief Officer staffing requirements and rules for driver's license, callback, and licensure.

6.2 Staffing

B/C Staffing

- a. There are currently six (6) B/C positions filled. Three (3) Shift B/Cs: Whittet, Dague, Freedman; and three (3) Administrative B/Cs: Mesenburg Training, Dicochea Prevention, Smith EMS (Existing B/Cs).
- b. Under these B/C staffing provisions, the three (3) existing Shift B/Cs remain on shift unless or until they voluntarily move to an Administrative B/C position based on seniority (when the individual was promoted to the rank of BC), get promoted, resign, moved as a result of disciplinary action, are demoted, terminated for cause, or retire.
- c. As the existing three (3) Shift B/Cs vacate their shift positions, as described above, the Fire Chief will offer one of the existing Administrative B/Cs the vacant shift

position based on seniority (when the individual was promoted to the rank of BC) at the time of promotion. Once assigned to Shift B/C, that B/C may remain on shift under the provisions of Section 12(b) unless they voluntarily move to a vacant Administrative B/C position.

- d. The Fire Chief may solicit input from the B/Cs, as appropriate, prior to making assignments or moving an existing B/C.
- e. Any B/C who is newly promoted after March 1, 2023, will be assigned a position at the Fire Chief's sole discretion. The Fire Chief may assign and move newly promoted B/Cs to serve as either a 40-hour Administrative B/C or a Shift B/C. Initial assignments are made at the sole discretion of the Fire Chief and not subject to any appeals, including, but not limited to, the grievance procedure. The Fire Chief will not make changes in assignments of existing B/Cs for arbitrary and capricious reasons.
- f. The Fire Chief may assign programs and "other duties as assigned" to operationally qualified B/Cs. These assignments and "other duties as assigned" are made at the sole discretion of the Fire Chief.

6.3 Required Licensure and Certifications

CPR Certification & EMT

Battalion Chiefs promoted after January 1, 2017 will be required to maintain CPR/AED certification, as well as EMT certification.

6.4 Callback

6.4.1 Regular Callback

If a Battalion Chief is off and a callback is needed, overtime will be filled in the following priority:

1. All B/Cs will have an equal opportunity to shift overtime based on the lowest hours. Reference Section 3.8.2.
2. Certified Acting Battalion Chief.

Members who have less than 240 sick leave hours shall be allowed to have callback channeled into sick leave on overtime hours credited up to 240 hours.

6.4.2 Mandatory Callback

If a Shift Battalion Chief vacancy causes mandatory callback, the off-going Shift Battalion Chief will be held over. In this case, current policy may be followed to fill the positions.

If a represented member vacancy causes mandatory callback and a Captain from the on-duty shift has been bumped up to fill a Shift Battalion Chief vacancy, that Captain will be bumped back down to avoid a mandatory callback/holdover from the represented group.

If it becomes necessary to bump a Captain back down from the Shift Battalion Chief position to fill staffing needs, the following procedures should be implemented to fill the Shift Battalion Chief vacancy:

- Determine if an operationally qualified Battalion Chief is available to work.
- Determine if a qualified Day Chief Officer is available to cover all or part of the vacancy.

- Determine if the Deputy Fire Chief or Fire Chief is available to cover all or part of the vacancy.
- Callback an Acting Battalion Chief from an off-duty shift.
- Mandatory holdover the off-going Shift Battalion Chief.

If it can be determined that the mandatory callback/holdover Shift Battalion Chief has worked an excessive number of consecutive hours, it may be necessary to obtain the mandatory callback/holdover from the represented group.

If a Captain has been called back to fill a Shift Battalion Chief vacancy, that Captain will not be bumped down; therefore, the mandatory callback/holdover will come from the represented group.

6.4.3 Wildland Duty Coverage

Eliminated upon ratification of the MOU.

6.5 Physicals

Physical exams for safety members will be taken annually according to the IAFF/IAFC Fire Service Joint Labor Management Wellness-fitness Initiative Standards and administered by the District.

Physical exams will be conducted on duty, if staffing allows. Exams will include, but not be limited to, annual physicals, inoculations, infectious disease blood testing and DMV medical certifications. Overtime will be authorized if physical exam cannot be completed while on duty due to staffing restrictions.

6.6 Exercise

The District will allocate time for each safety member to exercise. Each safety member will participate in the program.

Safety shift members will be given time to exercise on each shift that they work.

Safety day members will be given one (1) hour, three (3) days a week to exercise.

Each safety member (shift and day) will participate in the annual fitness evaluation.

The Fire Chief or their designee will evaluate the cost-effectiveness of the program using, but not limited to, the following criteria to determine whether to continue the program or not:

- Monitor each individual at each test period for improvement.
- Monitor the program overall at each test period for percentage of improvement.
- Review on-the-job injuries.
- Review use of sick leave.

Other procedures regarding physical fitness are set forth in the Physical Fitness Policy.

7 PROCEDURES

7.1 Update/Amend Personnel Ordinance

The District and Association agree to develop a working group/committee to update the Personnel Ordinance in order to address certain inconsistencies between the Ordinance and State Law under the Firefighter Procedural Bill of Rights, California Government Code 3250 (FBOR), and the Meyers-Milias Brown Act, California Government Code 3500 (MMBA). To reconcile these inconsistencies, we will focus on a set of amendments to the Ordinance that target only those portions of the Ordinance that are clearly preempted under state law, but that otherwise retains the basic framework and language of the Ordinance as it was originally adopted and then amended by voter initiative. In addition, the District and Association agree to review and update the Novato Way, including but not limited to the Managing Member Performance section for consistency with FBOR. Any updates must be mutually agreed upon prior to implementation and adoption of the Board of Directors. The goal for completion will be no later than twelve (12) months from the ratification of the contract.

7.2 Dispute Resolution: Grievance Process – Definition, Scope, and Right to File

1. A grievance is a claimed violation, misinterpretation, inequitable application, or non-compliance with provisions of the following:
 - a) Collective bargaining agreement;
 - b) Personnel ordinance;
 - c) Resolutions;
 - d) Existing practices affecting the status or working conditions of District employees;
 - e) Complaints of harassment, discrimination, and retaliation based on protected class or activity shall be handled in accordance with District's policy 1010 Discriminatory Harassment, and shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation for Association activity shall be grievable.
2. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by the Association.
3. If the District asserts that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.

7.3 Grievance Procedure Steps

1. STEP 1 – Deputy Fire Chief
 - a) Within thirty (30) calendar days of the event giving rise to a grievance, the grievant shall present the grievance to the Deputy Fire Chief for disposition.
 - b) The Deputy Fire Chief, or his/her designee, shall issue a written response within fourteen (14) calendar days. If the Deputy Fire Chief fails to issue a written response within fourteen (14) days, the grievant may proceed to Step 2.

2. STEP 2 – Fire Chief

- a) If the grievant believes that the grievance has not been redressed in Step 1, he/she may appeal the decision in writing to the Fire Chief within fourteen (14) calendar days of receipt of the Step 1 decision.
- b) Within twenty-one (21) calendar days after a Step 2 grievance is filed, the Fire Chief shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.
- c) Association grievances based on a claim of a violation within its scope of representation shall be initiated at Step 2.

3. STEP 3 – Arbitration

- a) If the grievant believes that the grievance has not been adequately resolved at Step 2, the Association may file, in writing, within fourteen (14) calendar days of receipt of the Step 2 decision, a request to arbitrate the grievance.
- b) The grievance will be determined by an arbitrator selected by mutual agreement between the District and the Association.
- c) The decision of the arbitrator will be final and binding on all parties.
- d) Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to Step 3.

7.4 Immediate Arbitration

1. In cases of alleged irreparable injury, the Association (only) may invoke "immediate arbitration." The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or "striking", choose an arbitrator within five (5) workdays of the grievance reaching Step 2, or use the usual "striking" procedure and timelines if the action is stayed pending a decision.
2. There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

7.5 General Conditions

1. Any time limit may be extended by mutual agreement in writing.
2. An aggrieved employee may be represented by a representative of his/her choice and said representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
3. All expenses of arbitration shall be shared equally by the District and the Association.

On behalf of the NOVATO FIRE PROTECTION DISTRICT BOARD OF DIRECTORS:

Date: 6/22/23

Signature: 

Name: Lj Silverman

Title: President, NFPD Board of Directors

On Behalf of the NOVATO FIRE CHIEF OFFICERS' ASSOCIATION, IAFF LOCAL 1775:

Date: 6/22/23

Signature: 

Name: Kyle Dague

*Erick Mesenburg
Treasurer, NFDCA
on behalf of Kyle Dague*

Title: President, Novato Fire Chief Officers' Association, IAFF Local 1775

RESOLUTION NO. 2023-8

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

WHEREAS, Interim Deputy Fire Chief is a non-represented, part-time employee of the Novato Fire Protection District and;

WHEREAS, Interim Deputy Fire 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 Interim Deputy Fire Chief Gerald McCarthy, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain continuity of business while the process of filling the open Deputy Fire Chief position is completed.

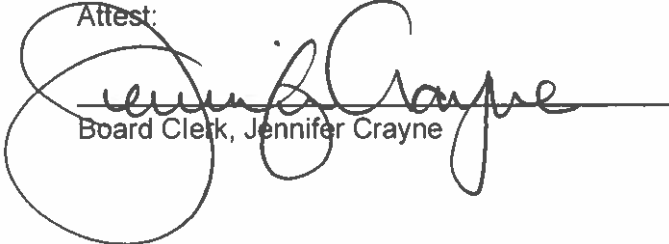
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 22nd day of March 2023, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jennifer Crayne



Employment Agreement
Between
Novato Fire Protection District
And
Interim Deputy Fire Chief
Gerald McCarthy

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Article I: Full Understanding and Agreement

Article II: At-Will Employment

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Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Interim Deputy Fire Chief Gerald McCarthy. This employment agreement will be in effect March 23, 2023 through June 30, 2023. 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 Interim Deputy Fire 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 – AT WILL EMPLOYMENT

The Interim Deputy Fire Chief’s employment with the District shall not to exceed 960 hours per fiscal year. It is understood and agreed that the Interim Deputy Fire Chief serves as a 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 – PAY RATE

The Interim Deputy Fire Chief’s pay shall be as follows, effective March 23, 2023

Position	Pay Rate
Interim Deputy Fire Chief Effective 03/23/2023	Not to exceed \$101,068.80/fiscal year*

**Interim Deputy Fire Chief may work a maximum of 960 hours per fiscal year.*

Overtime

The Interim Deputy Fire Chief may earn overtime when working more than 40 hours per week, in accordance with the Overtime Policy.

Acting Fire Chief Pay

The Interim 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 Interim 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, Interim 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, Interim 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 Interim Deputy Chief will only receive their regular overtime rate and not both the Acting Fire Chief rate and their regular overtime rate.

ARTICLE IV - LEAVES

This section includes descriptions for the different type of leave programs available to the Interim Deputy Fire Chief.

A. General Sick Leave

1. The Interim Deputy Chief will receive 51 hours of sick leave.
2. Any sick leave unused by the Interim Deputy Fire Chief shall not be cashed out upon expiration of this agreement.

B. Compensatory Time

1. The Interim Deputy Chief will receive 100 hours of Compensatory Time.
2. Any Compensatory Time unused by the Interim Deputy Chief shall not be cashed out upon expiration of this agreement.

C. Floating Holiday

1. The Interim Deputy Fire Chief will receive one (1) floating holiday.
2. Any Floating Holiday unused shall not be cashed out upon expiration of this agreement.

ARTICLE V – DRIVER LICENSE REQUIREMENTS

The Interim Deputy Fire Chief is required to possess and maintain a valid California Driver License, Class C.

ARTICLE VI – ADDITIONAL PROVISIONS

Vehicle

1. The Interim Deputy Chief will have use of a District vehicle.
2. Vehicle use by the Interim Deputy Chief must follow the Use of District Vehicles policy.

Mobile Phone

1. The Interim Deputy Chief will have use of a District mobile phone.
2. Phone use must follow the Personal Communication Devices and Information Technology Use policies.

PPE

1. The Interim Deputy Chief will have use of District issued PPE.
2. PPE usage must comply with all District policies and procedures for PPE use, cleaning, and safety.

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 Interim Deputy Fire Chief and the District. The failure of the Interim Deputy Fire 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.



Interim Deputy Fire Chief Gerald McCarthy

3/23/23

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

3/22/2023

Date

RESOLUTION 2023-09

**RESOLUTION OF THE NOVATO FIRE PROTECTION DISTRICT AUTHORIZING PARTICIPATION IN
AND
APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF
THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY**

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, NOVATO FIRE PROTECTION DISTRICT is currently a member of both FASIS and FDAC EBA, and the BOARD OF DIRECTORS of NOVATO FIRE PROTECTION DISTRICT finds it in the best interest of NOVATO FIRE PROTECTION DISTRICT to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the NOVATO FIRE PROTECTION DISTRICT to pass a resolution expressing the desire and commitment of NOVATO FIRE PROTECTION DISTRICT to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS of NOVATO FIRE PROTECTION DISTRICT approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

BE IT FURTHER RESOLVED that the BOARD OF DIRECTORS authorizes the FIRE CHIEF to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the NOVATO FIRE PROTECTION DISTRICT to continue participating in the joint self-insurance and risk management programs provided by FRMS.

THIS RESOLUTION DULY PASSED this 5th day of April, 2023.

AYES: Francisco, Goines, Hadfield, Silverman

NOES: none

ABSENT: Davis

ABSTAIN: none



President of the Board



Clerk of the Board

EXHIBIT A

RESOLUTION NO. 2023-10

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2023/2024

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 5.6% for 2022 establishing new limits at 10.89 cents/square foot on residential structures and 16.33 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	10.89 cents/square foot
14	Attached Single Family Residential	10.89 cents/square foot
21	Multiple Residential Improved	10.89 cents/square foot
31	Rural Improved	10.89 cents/square foot
33	Agricultural Improved	10.89 cents/square foot
41	Industrial Improved	16.33 cents/square foot
51	Commercial Improved	16.33 cents/square foot

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 3rd day of May 2023 by the following vote:

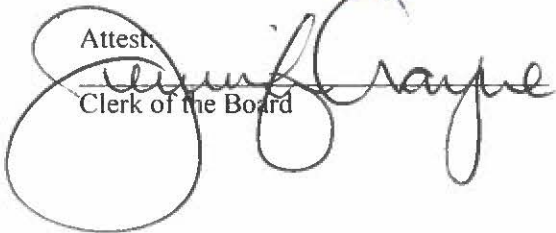
AYES: Davis, Francisco, Goines, Hadfield, Silverman

NOES: none

ABSENT: none



President, Board of Directors

Attest:

Clerk of the Board

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 7-13, 2023**

WHEREAS The Novato Fire Protection District theme for the 2023 Arson Awareness Week:
“Understanding and mitigating youth fire-setting issues-A guide to success.”.

WHEREAS, according to the US Fire Administration youth fire-setting is a problem throughout the United States and around the world. Fire misuse behaviors in children may be attributed to issues such as curiosity or experimentation, underlying struggles with impulse control, emotional regulation, social/interpersonal skills, childhood trauma, or other behavioral health conditions. Children observe adults using matches and lighters but may not be taught about important fire safety practices. They may also observe unsafe uses of fire in media, videos, and gaming.

WHEREAS nationally, fire departments responded to an estimated annual average of 30,460 fires caused by playing with fire in in 2014-2018. These fires resulted in an estimated 50 deaths, 510 injuries, and 205 million in direct property damage each year.

WHEREAS, since 1998, the Novato Fire District has adopted and implemented guidelines contained in the United States Fire Administration Youth Fire Setting Prevention Program; and

WHEREAS, The Novato Fire District has interviewed, assigned risk, and provided education and mental health referrals to family services for 106 separate youth and their families since 1998; and

WHEREAS we will use the week of May 7-13, 2023, to focus public attention on the importance of a collaborative effort with fire and emergency service departments, law enforcement, mental health, social services, schools, and juvenile justice to help reduce the occurrence of youth engaged with fire; and

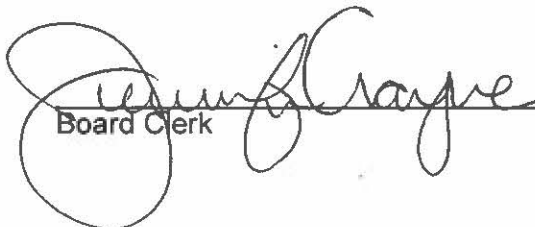
NOW, THEREFORE, BE IT PROCLAIMED, that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 3, 2023, in Novato, California, hereby proclaims the week, beginning on May 7-13, 2023, as National Arson Awareness Week, and the first full week of May shall be so designated each year thereafter.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 3rd day of May 2023, by the following vote:

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

NOES: *none*

ABSTAIN: *none*


Board Clerk



President, Board of Directors

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE BOARD OF DIRECTORS NOVATO FIRE PROTECTION DISTRICT
RECOGNIZING WILDFIRE PREPAREDNESS WEEK MAY 1-7, 2023, 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 2023 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 – Adapt to wildfire, 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 Landowners 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 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.

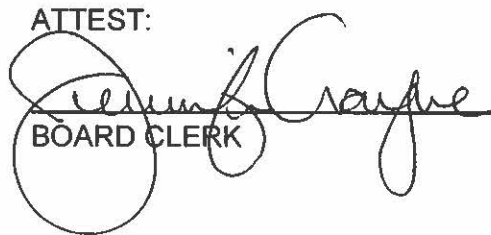
NOW, THEREFORE, BE IT PROCLAIMED that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 3, 2023, in Novato, California, hereby proclaims May 1-7, 2023 as Wildfire Preparedness Week, and we urge all the people of Novato to heed the important safety messages of Wildfire Preparedness 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 3rd day of May, 2023, by the following vote:

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



PRESIDENT, BOARD OF DIRECTORS

ATTEST:


BOARD CLERK

RESOLUTION NO. 2023-13

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

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

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

WHEREAS, the Board of Directors finds the salary and benefits for the Deputy Fire Chief John Dicochea, 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 7th day of June 2023, by the following vote:

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

Noes: *none*

Absent: *none*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief John Dicochea

May 11, 2023

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Article I: Full Understanding and Agreement

Article II: For Cause Employment

Article III: Termination of Agreement

Article IV: Salary

Article V: Benefits

Article VI: Leaves

Article VII: Retirement

Article VIII: Driver's License Requirements

Article IX: Mutual Aid and Out of County Response

Article X: Existing District Personnel Rules, Policies and Procedures

Article XI: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the Novato Fire Protection District (“District”) and the Deputy Fire Chief John Dicochea (“Deputy Chief”). This employment agreement will be in effect July 1, 2023 through June 30, 2025. 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 V – SALARY

The Deputy Fire Chief’s salary shall be as follows, effective July 1, 2023:

Position	Monthly Base Salary
Deputy Chief	\$17,351.64

Effective July 1, 2024, 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 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 Deputy Chief will receive a .5% additional increase in their annual base salary capped at a maximum possible additional increase of 1%.

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 such an assignment shall be as follows:

1. Acting Fire Chief may be put in place when the Fire Chief is anticipated to be unavailable for two weeks 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 member's 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 called 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

May 11, 2023

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. 100 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief's CTO account on July 1 of each year of the employment agreement.
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 1, 2010	Vesting Base
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 plus	75%

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 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 Concern offers employees and their dependents 10 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 tea,
 - 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, and have held the position of Deputy Chief for a minimum of two (2) years.
- 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 John Dicochea

6/7/23

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

6/7/2023

Date

RESOLUTION NO. 2023-14

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND VEGETATION MANAGEMENT SPECIALIST ELIZABETH
NEILL.**

WHEREAS, Vegetation Management Specialist Elizabeth Neill is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Vegetation Management Specialist Elizabeth Neill provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Vegetation Management Specialist Elizabeth Neill, 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 7th day of June 2023, by the following vote:

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

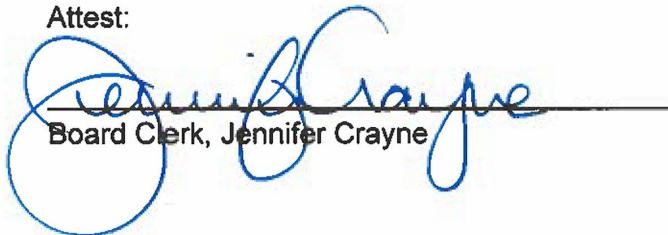
Noes: *none*

Absent: *none*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

**Vegetation Management Specialist
Elizabeth Neill**

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

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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 Vegetation Management Specialist Elizabeth Neill. This employment agreement will be in effect June 1, 2023 through May 31, 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 Vegetation Management 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 Vegetation Management Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Vegetation Management Specialist serves as an at-will employee, meaning their employment with the District may be terminated by them 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 Vegetation Management Specialist’s salary shall be as follows, effective June 1, 2023.

Position	Hourly Base Salary
Vegetation Management Specialist Effective 6/1/2023	\$38.46/hour

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%, Vegetation Management Specialist Neill will receive an hourly base salary increase on June 1, 2024 equal to the annual COLA amount approved by MWPA.

ARTICLE IV - BENEFITS

The Vegetation Management 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 Vegetation Management Specialist’s deferred compensation (457) plan, provided the Vegetation Management Specialist contributes at least \$100.00 per month to their deferred compensation plan.

B. Overtime Pay

The Vegetation Management 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 Vegetation Management 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 Vegetation Management 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.

Medical Insurance Stipend

The District will provide \$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 Benefits Allowance as previously described.

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Vegetation Management Specialist and their dependents.

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Vegetation Management Specialist and their 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 Vegetation Management Specialist's paycheck. The Vegetation Management 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 Vegetation Management Specialist.

J. Employee Assistance Program (EAP)

The Vegetation Management Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program offers employees and their dependents 9 counseling sessions per incident, per year along with on-line services. The EAP will increase to 10 sessions per incident, per year effective July 1, 2023.

K. One-Time Uniform Allowance

The Vegetation Management Specialist will receive a one-time, \$500 uniform allowance to

be paid in the June 30, 2023 payroll.

L. Continuing Education

The Vegetation Management Specialist will be provided with time off, and cost of tuition, food, mileage, and lodging to attend courses that are related to the five (5) goals and objectives of the Marin Wildfire Prevention Authority. These goals and objectives are:

1. Vegetation Management
2. Detection, Alert, and Evaluation
3. Grants
4. Public Outreach and Education
5. Defensible Space and Home Hardening

Attendance at any course will require prior approval by the Prevention Battalion Chief or Deputy Fire Marshal.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Vegetation Management Specialist.

A. Bereavement Leave

This leave is available to the Vegetation Management Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Vegetation Management 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 Vegetation Management 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 Vegetation Management Specialist 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 her accrued vacation hours.

D. General Sick Leave

1. The Vegetation Management 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 Vegetation Management 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 Vegetation Management 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, Christmas Eve, and Christmas.

G. Vacation

1. After one (1) year of service, the Vegetation Management Specialist shall receive 102 hours of vacation leave.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Vegetation Management Specialist 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.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Vegetation Management 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 Vegetation Management Specialist and the District. The failure of the Vegetation Management 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.

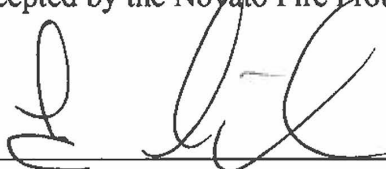


Vegetation Management Specialist Elizabeth Neill

6/7/23

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

6/7/2023

Date

RESOLUTION NO. 2023-15

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND SENIOR VEGETATION MANAGEMENT SPECIALIST SARAH
LABBERTON.**

WHEREAS, Senior Vegetation Management Specialist Sarah Labberton is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Senior Vegetation Management Specialist Sarah Labberton provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Senior Vegetation Management Specialist Sarah Labberton, 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 7th day of June 2023, by the following vote:

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

Noes: *none*

Absent: *none*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Senior Vegetation Management Specialist

Sarah Labberton

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Senior Vegetation Management Specialist Sarah Labberton. This employment agreement will be in effect June 16, 2023 through June 15, 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 Senior Vegetation Management 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 Senior Vegetation Management Specialist’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Senior Vegetation Management Specialist serves as an at-will employee, meaning their employment with the District may be terminated by them 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 Senior Vegetation Management Specialist’s salary shall be as follows, effective June 16, 2023.

Position	Hourly Base Salary
Senior Vegetation Management Specialist Effective 6/16/2023	\$50.49/hour

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%, Senior Vegetation Management Specialist Labberton will receive an hourly base salary increase on June 1, 2024 equal to the annual COLA amount approved by MWPA.

ARTICLE IV - BENEFITS

The Senior Vegetation Management 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 Senior Vegetation Management Specialist’s deferred compensation (457) plan, provided the Senior Vegetation Management Specialist contributes at least \$100.00 per month to their deferred compensation plan.

B. Overtime Pay

The Senior Vegetation Management 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 Senior Vegetation Management 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 Senior Vegetation Management 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.

Medical Insurance Stipend

The District will provide \$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 Benefits Allowance as previously described.

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

E. Dental Insurance

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

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Senior Vegetation Management Specialist and their 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 Senior Vegetation Management Specialist's paycheck. The Senior Vegetation Management 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 Senior Vegetation Management Specialist.

J. Employee Assistance Program (EAP)

The Senior Vegetation Management Specialist may participate in any Employee Assistance Program offered to District employees. The current EAP program offers employees and their dependents 9 counseling sessions per incident, per year along with on-line services. The EAP will increase to 10 sessions per incident, per year effective July 1, 2023.

K. One-Time Uniform Allowance

The Senior Vegetation Management Specialist will receive a one-time, \$500 uniform

allowance to be paid in the June 30, 2023 payroll.

L. Continuing Education

The Senior Vegetation Management Specialist will be provided with time off, and cost of tuition, food, mileage, and lodging to attend courses that are related to the five (5) goals and objectives of the Marin Wildfire Prevention Authority. These goals and objectives are:

1. Vegetation Management
2. Detection, Alert, and Evaluation
3. Grants
4. Public Outreach and Education
5. Defensible Space and Home Hardening

Attendance at any course will require prior approval by the Prevention Battalion Chief or Deputy Fire Marshal.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Senior Vegetation Management Specialist.

A. Bereavement Leave

This leave is available to the Senior Vegetation Management Specialist for the purpose of attending to family needs that arise in connection with the death of a member of the Senior Vegetation Management 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 Senior Vegetation Management 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 Senior Vegetation Management Specialist 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 her accrued vacation hours.

D. General Sick Leave

1. The Senior Vegetation Management 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 Senior Vegetation Management 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 Senior Vegetation Management 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, Christmas Eve, and Christmas.

G. Vacation

1. After one (1) year of service, the Senior Vegetation Management Specialist shall receive 153 hours of vacation leave, which will be put into their vacation bank on January 1 each year of the employment agreement. Based on the member's hire date, the current vacation amount will be prorated to the appropriate amount for the current calendar year.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Senior Vegetation Management Specialist 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.

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

The Senior Vegetation Management 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 Vegetation Management Specialist and the District. The failure of the Senior Vegetation Management 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.




Senior Vegetation Management Specialist Sarah Labberton

6/7/2023

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

6/7/2023

Date

RESOLUTION NO. 2023-16

**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 PHOEBE MARSHALL**

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

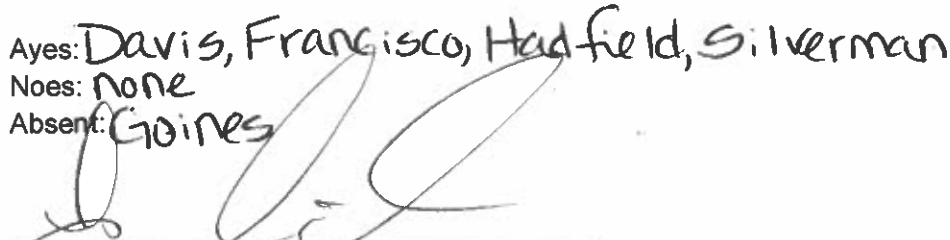
WHEREAS, Wildfire Mitigation Specialist Phoebe Marshall provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Phoebe Marshall, 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 5th day of July 2023, by the following vote:

Ayes: Davis, Francisco, Hadfield, Silverman
Noes: none
Absent: Goines



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

**Wildfire Mitigation Specialist
Phoebe Marshall**

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Salary

Article IV: Benefits Article

Article V: Leaves Article

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 Phoebe Marshall. This employment agreement will be in effect July 16, 2023 through July 15, 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 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 July 16, 2023.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 7/16/2023	\$42.75/hour

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 Marshall will receive an hourly base salary increase on July 16, 2024 equal to the annual COLA amount approved by MWPA.

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 offers employees and their dependents 9 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 July 31, 2023 payroll.

L. Continuing Education

The Wildfire Mitigation Specialist will be provided with time off, and cost of tuition, food, mileage, and lodging to attend courses that are related to the five (5) goals and objectives of the Marin Wildfire Prevention Authority. These goals and objectives are:

1. Vegetation Management
2. Detection, Alert, and Evaluation
3. Grants
4. Public Outreach and Education
5. Defensible Space and Home Hardening

Attendance at any course will require prior approval by the Prevention Battalion Chief or Deputy Fire Marshal.

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, Christmas Eve, and Christmas.

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.

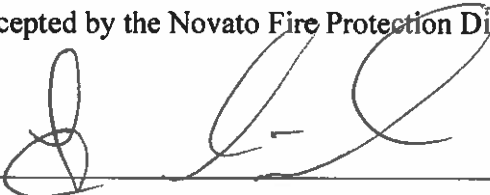


Wildfire Mitigation Specialist Phoebe Marshall

07/18/23

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

7/5/2023

Date

RESOLUTION NO. 2023-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT DETERMINING
THE 2023/24 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 2023/24 to be the sum of Seventy Six Million Eight Hundred Forty-Two Thousand Nine Hundred Fifty Four Dollars (\$76,842,954), 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 6th day of September 2023, by the following vote:

AYES: *Davis, Goines, Hadfield, Silverman*

NAYS: *none*

ABSENT: *Francisco*



President, Board of Directors

Attest:



Clerk of the Board

RESOLUTION NO. 2023-18

**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 19, 2023, 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 Shake Out "Drop, Cover and Hold On" earthquake drill on October 19 at 10:19 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE BE IT RESOLVED THAT:

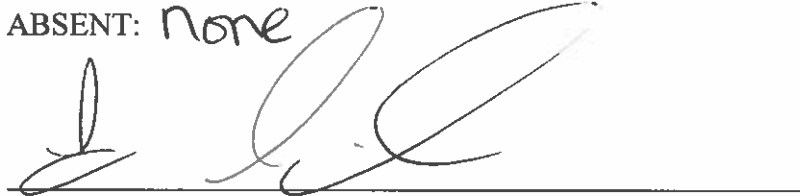
The Novato Fire District hereby approves participating in the Great California Shakeout hereto by taking time to recognize and acknowledge the importance of preparing our city for the purpose of building a safer community and reducing the loss of lives and property from a major earthquake event by taking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

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 4th day of October 2023 by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman

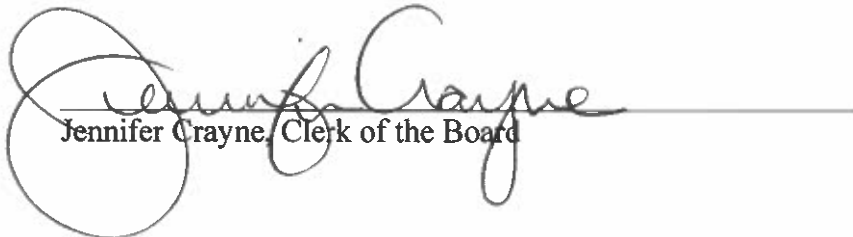
NOES: none

ABSENT: none

A handwritten signature in black ink, appearing to read 'Louis Silverman', written over a horizontal line.

Louis Silverman, President, Board of Directors

Attest:

A handwritten signature in black ink, appearing to read 'Jennifer Crayne', written over a horizontal line.

Jennifer Crayne, Clerk of the Board

RESOLUTION NO. 2023-19

**RESOLUTION PROCLAIMING
NOVATO FIRE PROTECTION DISTRICT
PARTICIPATION IN FIRE PREVENTION WEEK,
OCTOBER 8-14, 2023**

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 2023 Fire Prevention Week theme, "Cooking safety starts with you. Pay attention to fire prevention", effectively serves to remind Novato residents it is important to think about the simple, but important actions they can take to keep themselves and those around them safer when cooking.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors of the Novato Fire Protection District hereby proclaim October 8-14, 2023, as Fire Prevention Week throughout this community. The Board of Directors urges all of Novato to follow simple steps they can take to help reduce the risk of fire when cooking at home for Fire Prevention Week 2023 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 4th day of October 2023, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman

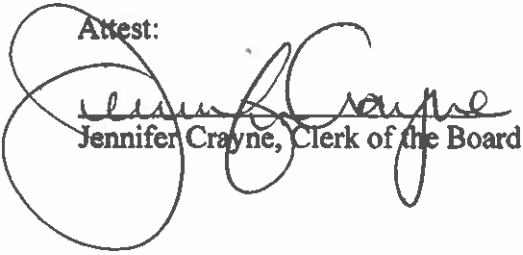
NAYS: none

ABSENT: none



Lj Silverman, President, Board of Directors

Attest:



Jennifer Crayne, Clerk of the Board

RESOLUTION NO. 2023-20

**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 2023 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 2023, 297,790 new cases of invasive breast cancer will be diagnosed in women in the U.S., as well as 55,720 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 2023, it is estimated that 43,700 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 2023 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 4th day of October 2023 by the following vote:

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

Noes: *none*

Absent: *none*

Abstain: *none*



E.J. Silverman, President, Board of Directors

Attest.



Jennifer Crayne, Clerk of the Board

RESOLUTION NO. 2023-21

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND PART TIME FIRE INSPECTOR JOSEPH DOHERTY**

WHEREAS, Part Time Fire Inspector Joseph Doherty is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Part Time Fire Inspector Joseph Doherty provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Part Time Fire Inspector Joseph Doherty, 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.

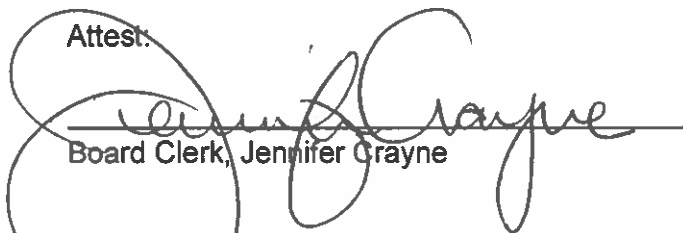
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 4th day of October 2023, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jennifer Grayne



Employment Agreement
Between
Novato Fire Protection District
And
Part-Time Fire Inspector
Joseph Doherty

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Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Pay

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 Part-Time Fire Inspector Joe Doherty. This employment agreement will be in effect September 27, 2023 through September 26, 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 Part-Time Fire Inspector’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 Part-Time Fire Inspector’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 fiscal year. It is understood and agreed that the Part-Time Fire Inspector 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 – PAY RATE

The Part-Time Fire Inspector’s pay shall be as follows, effective September 27, 2023

Position	Pay Rate
Part-Time Fire Inspector Effective 09/27/2023	Not to exceed \$63,139.20 annually

Overtime

The Part-Time Fire Inspector 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 Part-Time Fire Inspector.

One-Time Uniform Allowance

The Part-Time Fire Inspector will receive a one-time, \$500 uniform allowance to be paid in the October 31, 2023 payroll.

ARTICLE IV - LEAVES

This section includes descriptions for the different type of leave programs available to the Part-Time Fire Inspector.

A. General Sick Leave

1. The Part-Time Fire Inspector 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 Part-Time Fire Inspector shall not be cashed out upon separation from employment.

B. Floating Holiday

The Part-Time Fire Inspector 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 Part-Time Fire Inspector 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 Part-Time Fire Inspector and the District. The failure of the Part-Time Fire Inspector 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.



Part-Time Fire Inspector Joseph Doherty

10/18/23
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

10/24/2023
Date

RESOLUTION NO. 2023-22

**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 KYLE NICHOLAS**

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

WHEREAS, Wildfire Mitigation Specialist Kyle Nicholes 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 Kyle Nicholes, 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.

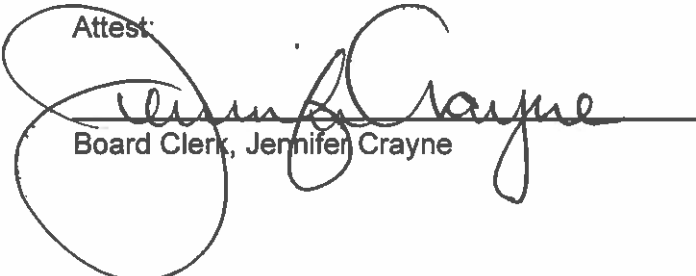
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of November 2023, by the following vote:

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



President Lj Silverman, Board Of Directors

Attest:


Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Kyle Nicholes

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Article V: Leaves Article

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 Kyle Nicholes. This employment agreement will be in effect November 16, 2023 through November 15, 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 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, 2023.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 11/16/2023	\$42.75/hour

**Includes 3% increase from previous contract*

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 Nicholes will receive an hourly base salary increase on March 1, 2024 and on March 1, 2025 equal to the annual COLA amount approved by MWPA.

Acting Wildfire Mitigation Specialist Supervisor

Wildfire Mitigation Specialist Kyle Nicholes 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, 2023 payroll.

L. Continuing Education

The Wildfire Mitigation Specialist will be provided with time off, and cost of tuition, food,

mileage, and lodging to attend courses that are related to the five (5) goals and objectives of the Marin Wildfire Prevention Authority. These goals and objectives are:

1. Vegetation Management
2. Detection, Alert, and Evaluation
3. Grants
4. Public Outreach and Education
5. Defensible Space and Home Hardening

Attendance at any course will require prior approval by the Prevention Battalion Chief or Deputy Fire Marshal.

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, Christmas Eve, and Christmas.

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.

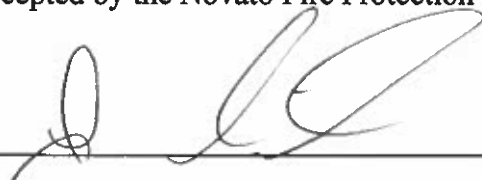
I hereby accept all terms and conditions of the above Employment Agreement.



Wildfire Mitigation Specialist Kyle Nicholes

11/15/23
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

11/1/2023
Date

RESOLUTION NO. 2023-23

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND VEGETATION MANAGEMENT PROGRAM MANAGER
SARAH LABBERTON**

WHEREAS, Vegetation Management Program Manager Sarah Labberton is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Vegetation Management Program Manager Sarah Labberton provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Vegetation Management Program Manager Sarah Labberton, 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 6th day of December 2023, by the following vote:

Ayes: *Davis, Francisco, Hadfield, Silverman*

Noes: *NA*

Absent: *Goines*



President Lj Silverman, Board Of Directors

Attest:



Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Vegetation Management Program Manager

Sarah Labberton

November 14, 2023

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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 Vegetation Management Program Manager Sarah Labberton. This employment agreement will be in effect November 16, 2023 through November 15, 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 Vegetation Management Program Manager 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 Vegetation Management Program Manager’s employment with the District shall be for a maximum limited term of two (2) years. It is understood and agreed that the Vegetation Management Program Manager serves as an at-will employee, meaning their employment with the District may be terminated by themselves 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 Vegetation Management Program Manager’s salary shall be as follows, effective November 16, 2023:

Position	Base Salary
Vegetation Management Program Manager Effective November 16, 2023	\$120,000 annually

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 the Vegetation Management Program Manager will receive an hourly base salary increase on July 1, 2024 and July 1, 2025 equal to the annual COLA amount approved by MWPA.

ARTICLE IV - BENEFITS

The Vegetation Management Program Manager 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 Vegetation Management Program Manager's deferred compensation (457) plan, provided the employee contributes at least \$100.00 per month to their deferred compensation plan.

B. Overtime Pay

The Vegetation Management Program Manager 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. Wellness/Fitness Program

The Vegetation Management Program Manager may use Physical Fitness time per the District Wellness/Fitness Program 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 Vegetation Management Program Manager 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.

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.

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

E. Dental Insurance

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

F. Vision Insurance

The District shall pay 100% of the premium for vision coverage for the Vegetation Management Program Manager and their 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 Vegetation Management Program Manager's paycheck. The Vegetation Management Program Manager 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 Vegetation Management Program Manager.

J. Employee Assistance Program (EAP)

The Vegetation Management Program Manager may participate in any Employee Assistance Program offered to District employees. The current EAP program offers employees and their dependents 10 counseling sessions per incident, per year, along with on-line services.

K. Continuing Education

The Vegetation Management Program Manager will be provided with time off, and cost of tuition, food, mileage, and lodging to attend courses that are related to the five (5) goals and objectives of the Marin Wildfire Prevention Authority. These goals and objectives are:

1. Vegetation Management
2. Detection, Alert, and Evaluation
3. Grants
4. Public Outreach and Education
5. Defensible Space and Home Hardening

Attendance at any course will require prior approval by the Prevention Battalion Chief.

ARTICLE V - LEAVES

This section includes descriptions for the different type of leave programs available to the Vegetation Management Program Manager.

A. Bereavement Leave

This leave is available to the Vegetation Management Program Manager for the purpose of attending to family needs that arise in connection with the death of a member of the Vegetation Management Program 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. 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. Effective January 1, 2024, The Vegetation Management Program 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 Vegetation Management Program Manager 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 her accrued vacation hours.

D. General Sick Leave

1. The Vegetation Management Program Manager 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 Vegetation Management Program 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 Vegetation Management Program Manager 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, Christmas Eve, and Christmas.

G. Vacation

1. After one (1) year of service, the Vegetation Management Program Manager shall receive 153 hours of vacation leave, which will be put into their vacation bank on January 1 each year of the employment agreement. Based on the member's hire date, the current vacation amount will be prorated to the appropriate amount for the current calendar year.
2. Vacation leave must be used in 4 hour or greater increments.
3. If the Vegetation Management Program 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 his accrued vacation hours.

ARTICLE VI – DRIVER LICENSE AND OTHER REQUIREMENTS

The Vegetation Management Program Manager is required to possess and maintain a valid California Driver License, Class C and CPR/AED certification.

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 Vegetation Management Program Manager and the District. The failure of the Vegetation Management Program 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.

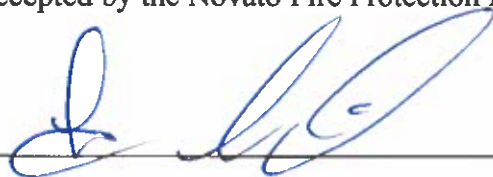


Vegetation Management Program Manager Sarah Labberton

12/11/2023

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

12/6/2023

Date

RESOLUTION NO. 2023-24

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT APPROVING AN ADMINISTRATIVE POLICY
ESTABLISHING RULES OF DECORUM AND CIVILITY FOR PUBLIC MEETINGS OF THE
BOARD OF DIRECTORS**

WHEREAS, the Board of Directors recognizes the value of public participation in the affairs of District governance, and seeks ways to encourage effective participation by residents within the District jurisdiction and members of the general public; and

WHEREAS, in order to conduct its public meetings efficiently and effectively, the Board aims to promote mutual respect, civility and orderly conduct among its elected officials, District staff and members of the public to ensure reasonable and equitable opportunities for speakers to civilly present opinions and viewpoints on areas within the subject matter jurisdiction of the Board; and

WHEREAS, while the Board fully respects the 1st Amendment rights of members of the public to air opinions about and criticisms of the District's policies, procedures, programs and services, the Board nonetheless finds that impertinent, inflammatory, intimidating, demeaning, volatile, slanderous, racist, hostile or aggressive participation in public meetings often serves to disrupt the orderly conduct of public affairs and is detrimental to open and robust participatory dialogue; and

WHEREAS, as a result of the 2020 pandemic and measures taken to ensure public health to ensure appropriate social distancing, members of the public now have the opportunity to participate in Board of Directors meetings remotely, through virtual video platforms and telephonically; and

WHEREAS, although the District wishes to continue facilitating fuller participation in meetings by continuing to provide remote and telephonic access for members of the public, and to provide such participants an equal opportunity to provide comment, the Board takes legislative notice of the increased opportunity for remote participants to engage in disruptive conduct because such speakers may use pseudonyms and remain anonymous; and

WHEREAS, the District takes legislative notice of several recent instances of so-called "Zoombombing" during the course of conduct of several meetings of local legislative bodies within Marin County, during which members of the public participating in meetings have repeatedly offered profane, inflammatory, racist and impertinent comments via remote or telephonic participation; and

WHEREAS, under the Brown Act, a legislative body may adopt reasonable regulations limiting the total amount of time allocated for each person to provide public testimony, and also adopt reasonable rules of decorum that preclude a speaker from disrupting, disturbing or otherwise impeding the orderly conduct of its meeting, provided such rules are completely content neutral and do not violate First Amendment protections or suppress any opinions relevant to the business of the Board; and

WHEREAS, SB 1000, effective January 1, 2023, added a new Section 54957.75 to the Brown Act that requires the presiding officer of a local legislative body to first warn an individual or group that their behavior or comments are disruptive and that failure to cease the disruptive behavior could result in removal from the meeting, but then allows removal of the disruptive individual (or disconnection from remote participation) if they do not promptly cease; and

WHEREAS, the Board intends, by incorporating and implementing these authorities, to allow for removal of such participants only when such contributions actually disrupt, disturb, impede or render infeasible the orderly conduct of a Board meeting; and

RESOLUTION NO. 2023-24

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT APPROVING AN ADMINISTRATIVE POLICY
ESTABLISHING RULES OF DECORUM AND CIVILITY FOR PUBLIC MEETINGS OF THE
BOARD OF DIRECTORS**

WHEREAS, the Board hereby finds that an atmosphere of incivility and disrespect can stifle participation and debate, threatening the quality of decisions and undermining the local democratic process; and

WHEREAS, adoption of a Policy governing Rules of Decorum and Civility at Public Meetings of the Board of Directors will help to promote robust and orderly civic engagement in District affairs.

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Board of Directors hereby adopts a Policy for "Rules of Decorum and Civility for Public Meetings of the Board of Directors," in a form substantially similar to that attached hereto as **Exhibit A**.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of December 2023, by the following vote:

AYES: *Davis, Francisco, Hadfield, Silverman*

NOES: *NA*

ABSTAIN: *None*

ABSENT: *Goines*


Board President Lj Silverman

Attest:


Clerk of the Board, Jennifer Crayne

RESOLUTION NO. 2023-25

**A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE
PROTECTION DISTRICT AND INFORMATION TECHNOLOGY INTERN KATHERINE
WEINZIERL**

WHEREAS, Information Technology Intern Katherine Weinzierl is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Information Technology Intern Katherine Weinzierl provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Information Technology Intern Katherine Weinzierl, 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 6th day of December 2023, by the following vote:

Ayes:

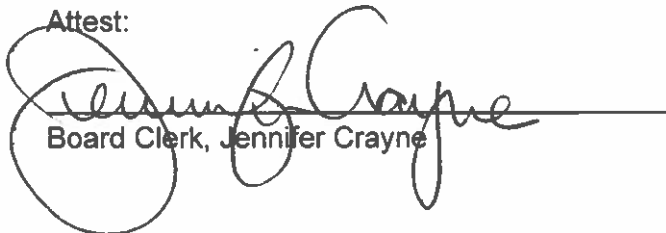
Noes:

Absent:

A handwritten signature in blue ink, appearing to be 'Lj Silverman', written over a horizontal line.

President Lj Silverman, Board Of Directors

Attest:

A handwritten signature in black ink, appearing to be 'Jennifer Crayne', written over a horizontal line.

Board Clerk, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

IT Intern Katherine Weinzierl

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Pay

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 IT Intern Katherine Weinzierl. This employment agreement will be in effect December 16, 2023 through December 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 IT Intern’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 IT Intern’s employment with the District shall be for a maximum of one year, and will be part-time, less than 30 hours/week. It is understood and agreed that the IT Intern 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 IT Intern’s pay shall be as follows, effective December 16, 2023

Position	Pay Rate
IT Inter Effective 12/16/2023	\$22.00/hour

Disability – AFLAC Insurance

The District will contribute \$75.00 per month to the base salary for disability insurance for the IT Intern.

ARTICLE IV - LEAVES

This section includes descriptions for the different type of leave programs available to the IT Intern.

A. General Sick Leave

1. The IT Intern 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 40 hours annually, and may be carried over to the following year, with a maximum total accrual of 80 hours.
3. Any sick leave accrued by the IT Intern shall not be cashed out upon separation from employment.

B. Floating Holiday

The IT Intern 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 IT Intern 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 IT Intern and the District. The failure of the IT Intern 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.

Katherine Weinzierl

IT Intern Katherine Weinzierl

12.18.2023

Date

Accepted by the Novato Fire Protection District

[Signature]

Board President on behalf of the Novato Fire Protection District

12/6/2023

Date

IT Intern (Part-time)	12/16/2023 - 12/15/2024
Annual Compensation (\$22/hr x 30 hours per week)	\$34,320.00
AFLAC disability insurance	900.00
Total Gross Pay	35,220.00
Social Security	2,183.64
Medicare	497.64
Total Benefits	2,681.28
Total Fully Burdened Costs	\$37,901.28
Average Hourly Rate (Base)	\$22.00
Average Hourly Rate (Fully Burdened)	\$24.30

