

RESOLUTION NO. 2024-03

**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 District; and

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

WHEREAS, at a duly noticed and agendized Closed Session held pursuant to Government Code Section 54957 on February 7, 2024, the District Board of Directors ("the Board") conducted a Public Employee Performance Evaluation of Fire Chief; and

WHEREAS, following review, District staff and the Board 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; 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 3% wage increase retroactive to July 2023 and a subsequent 3% wage increase commencing in July 2024, commensurate with salary increases reflected in applicable memoranda of understanding with other District staff, and to award Fire Chief five (5) additional vacation days for use within calendar year 2024, and to change the increment amount for the use of Floating Holiday time to four (4) hour increments; 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 RESOLVED 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 3rd day of April 2024 by the following vote:

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WILLIAM TYLER

AYES: Davis, Goines, Hadfield, Silverman

NOES: NA

ABSTAIN: NA

ABSENT: Francisco

President, Board of Directors

Attest:

Clerk of the Board

AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT

This amendment No. 4 ("**Amendment**") to that certain "Employment Agreement" ("**the Agreement**") by and between the NOVATO FIRE PROTECTION DISTRICT, an 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 agendized Closed Session held pursuant to Government Code Section 54957 on February 7, 2024, 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 3% increase in the Fire Chief's base salary under the Agreement retroactive to July 2023, and a subsequent 3% increase commencing July 2024, commensurate with increases granted to other District non-sworn administrative and Novato Professional Firefighting staff under applicable memoranda of understanding, and to award the fire Chief five (5) additional vacation days for use within the calendar year 2024 .

F. District also wishes to amend the terms and conditions of the Agreement to include a change in the required increment amount of Floating Holiday time used from eight (8) to four (4) hour increments.

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.** Subsection 2.1 of Agreement, "Base Salary", is hereby amended to increase the amount of base salary from \$238,318 to \$245,467.65 retroactive to July 1, 2023 effective upon ratification of this agreement, followed by a subsequent increase on July 1, 2024, to \$252,831.68.

3. AMENDMENT. Subsection 3.2.4, "Additional Vacation Award for Use in Calendar Year 2024", of Section 3, "Benefits" is hereby amended as follows:

"3.2.4 Additional Vacation Award for Use in Calendar Year 2024. As of the Effective Date of that certain "Amendment No. 4 to the Employment Agreement", Fire Chief shall be awarded an additional five (5) days of vacation leave that may be used at any time within calendar year 2024. These additional vacation days are a one-time award and shall not roll over into 2025 or any subsequent calendar year as unused. These additional 2024 vacation hours shall not count against the cap established by Subsection 3.2.1"

4. AMENDMENT. Subsection 3.5, "Floating Holidays," of Section 3, "Benefits," is hereby amended as follows:

"3.5 Floating Holidays. Fire Chief shall receive 16 hours of Floating Holiday time annually. Floating Holiday leave must be used in four (4) hour or greater increments. If Fire Chief has a Floating Holiday leave balance of fewer than four (4) hours he/she may use the accrued hours in any increment up to the maximum of his/her accrued vacation hours. Floating Holiday hours may not be cashed out, and may only be used in the year in which they are awarded."

5. 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 binding as if called for in all, except and only to the extent otherwise specified.

6. 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]
Signature
Print name: AJ SILVERMAN
Dated: 4/13/2024
("Effective Date")

FIRE CHIEF:
WILLIAM TYLER
By: [Signature]
Signature
Print Name: Bill Tyler
Dated: 4/13/2024