

RESOLUTION NO. 2024-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE BOARD OF DIRECTORS TO EXECUTE THE DISTRICT'S
EMPLOYMENT AGREEMENT WITH INFORMATION TECHNOLOGY (IT) TECHNICIAN -
COMMUNICATIONS SCOTT FREEDMAN**

WHEREAS, IT Technician – Communications Scott Freedman is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, IT Technician – Communications Scott Freedman provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the IT Technician – Communications Scott Freedman, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees.


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

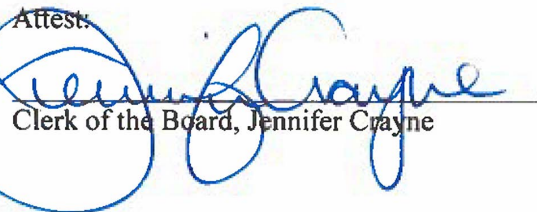
PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 2nd day of October 2024, by the following vote:

AYES: *Davis, Goines, Hadfield, Silverman*

NOES: *NA*

ABSENT: *FRANCISCO*


Board President Lj Silverman

Attest:

Clerk of the Board, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Information Technology (IT) Technician –
Communications (Part-Time)

Scott Freedman

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Information Technology (IT) Technician – Communications Scott Freedman. This employment agreement will be in effect October 1, 2024 through September 30, 2026. 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 Technician - Communications 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 Technician - Communications 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 IT Technician - Communications 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 IT Technician - Communications pay shall be as follows, effective October 1, 2024

Position	Pay Rate
IT Technician - Communications Effective 10/01/2024	Not to exceed \$45,960.00 annually

Overtime

The IT Technician - Communications 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 IT Technician – Communications.

ARTICLE IV - LEAVES

This section includes descriptions for the different type of leave programs available to the IT Technician – Communications.

A. General Sick Leave

1. The IT Technician - Communications 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 Technician - Communications shall not be cashed out upon separation from employment.

B. Floating Holiday

The IT Technician - Communications 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 Technician - Communications 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 Technician - Communications and the District. The failure of the IT Technician - Communications 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.

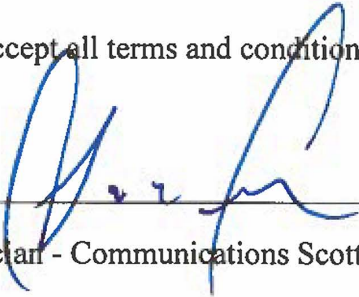
This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

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.

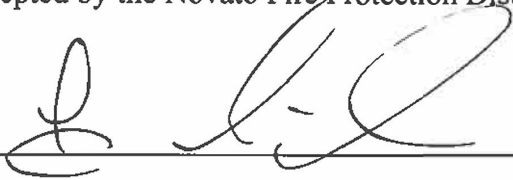


IT Technician - Communications Scott Freedman

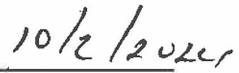


Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District



Date