

RESOLUTION NO. 2018-1

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FIRE CHIEF WILLIAM TYLER**

WHEREAS, Fire Chief William Tyler is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Fire Chief William Tyler provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Fire Chief William Tyler regarding adjustments to the salary and benefits of Fire Chief William Tyler; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Fire Chief William Tyler, as described in the Employment Agreement 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 Employment Agreement 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 25th day of January, 2018, by the following vote:

AYES:

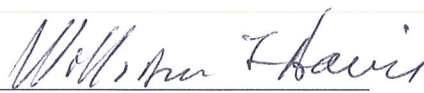
NOES:

ABSTAIN:

ABSENT:

Attest:



  
President, Board of Directors

## EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of 1-25-, 2018 (the "Effective Date") by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and WILLIAM TYLER ("Fire Chief"). The District and Fire Chief are hereinafter collectively referred to as the "Parties," and individually referred to as a "Party."

### RECITALS

A. The District desires assurance of the association and services of Fire Chief in order to retain Fire Chief's experience, skills, abilities, background and knowledge, and is willing to engage Fire Chief's services on the terms and conditions set forth in this Agreement.

B. Fire Chief desires to be in the employ of the District, and is willing to accept such employment on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereof, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

#### 1. Employment.

1.1 Full Understanding and Agreement. This Agreement will serve to memorialize the full understanding of the Parties regarding 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.

1.2 Term. Fire Chief's employment with the District shall not be for any particular term. Fire Chief's employment with the District is subject to the provisions of California Government Code Section 3254(c). In this regard, it is understood that Fire Chief's employment with the District may be terminated by the District for reasons, and in the procedural manner, provided by this Agreement and State law.

If, however, the District terminates Fire Chief's employment for any reason other than that specified in section 5.3 below, the District shall pay to Fire Chief Termination Benefits (as set forth in section 5.2 below).

1.3 Eligibility for Employment. For purposes of federal immigration law, Fire Chief shall be required to provide documentary evidence of his identity and eligibility for employment in the United States. Such documentation must be provided to the District within three (3) business days after the Effective Date.

1.3.1 Valid Driver's License. Fire Chief shall at all times maintain a valid Class-C California Driver's License. If at any time Fire Chief's California Driver's License has been suspended or revoked, for any reason, Fire Chief must notify the Board in writing within five (5) business days of the suspension or revocation, or as soon as Fire Chief is aware of the suspension or revocation, whichever is sooner.

1.3.2 Executive Fire Officer Program. Fire Chief shall enroll in the National Fire Academy Executive Fire Officer Program prior to February 1, 2020. The District shall pay for Fire Chief's travel expenses, including meal costs, for the Program. Fire Chief's time spent at the Program shall be paid as part of Fire Chief's Base Salary. It is understood that, during the Program, Fire Chief shall be reasonably available by phone and email.

1.4 Full-Time Best Efforts. The position of fire chief is a full-time, exempt position. This means that Fire Chief is expected to devote his full professional time and attention to the performance of his obligations under this Agreement, and shall at all times faithfully, industriously and to the best of his ability, experience and talent, perform all of his duties and responsibilities as fire chief of the District. However, the District and Fire Chief understand and acknowledge that, as an exempt employee, Fire Chief's working hours may vary, and that Fire Chief has discretion with respect to those hours so long as the position's duties are being fulfilled.

## 2. Compensation

2.1 Base Salary. Fire Chief's annual base salary ("Base Salary") shall be \$212,000, less payroll deductions and all required withholdings, payable in regular periodic payments in accordance with the District's current payroll policy. The Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year.

2.2 Changes to Compensation. Fire Chief's Base Salary shall be reviewed annually and is subject to change. Notwithstanding the foregoing, Fire Chief's Base Salary shall not be reduced unless: (1) such reduction is implemented as a response to a decrease in revenues to the District and is consistent with an overall plan to mediate the loss; or (2) the Parties mutually agree to such reduction, which reduction is confirmed in writing as an amendment to this Agreement.

2.3 Overtime Compensation. As a full-time, exempt employee, Fire Chief is not eligible for overtime compensation.

2.4 Education Compensation. Fire Chief is eligible to earn an annual payment of a maximum of 3% of his Base Salary as educational compensation as follows:

- (1) Bachelor's Degree: 1%
- (2) Chief Officer Certification (California State Fire Services Training and Education System): 1%
- (3) Professional Credential as Chief Fire Officer (Center for Public Safety Excellence): 1%

Payment shall be made in the form of CTO hours. Payments made pursuant to this Section shall not be pensionable.

3. **Benefits.**

3.1 **Vehicle.** The District shall provide Fire Chief with a District-owned and maintained vehicle equipped for emergency response for Fire Chief's use while conducting District business. Fire Chief may use the District vehicle for incidental personal use. District shall also reimburse Fire Chief for any use of his personal vehicle when it is used for District business. Reimbursement shall be for mileage only at the current IRS mileage rates.

3.2 **Vacation.** Fire Chief shall receive vacation leave based upon his completed years of service, and in accordance with 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.

Vacation leave must be used in eight (8) hour or greater increments.

If Fire Chief has a vacation hour balance of less than eight (8) hours, he may use the accrued hours in any increment up to the maximum of his accrued, unused vacation hours.

3.2.1 **Vacation Cap.** Vacation may not be accrued in excess of two times Fire Chief's annual accrual rate. Fire 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.

3.2.2 **Vacation Cash Out.** The District may pay Fire Chief, at his request, up to 50% of his total accrued, unused vacation. Cash out will only take place during the last pay period of June each year.

3.3 **Compensatory Time Off.** In recognition of work that is regularly performed by Fire Chief after hours and on weekends, such as emergency responses and necessary civic engagement, as of the Effective Date, 100 hours of Compensatory Time (CTO) shall be deposited in Fire Chief's CTO account. Thereafter, 100 hours of CTO shall be deposited in Fire Chief's CTO account annually on January 1 of each year. CTO is non-pensionable. CTO time must be used in eight (8) hour or greater increments. If Fire Chief has a CTO balance of less than eight (8) hours, he may use the accrued hours in any increment up to the maximum of his accrued CTO hours.

3.4 **Sick Leave.** Fire Chief shall accrue sick leave at a rate of 8.5 hours per month. Accrued, unused sick leave may be applied to service time credit upon retirement to a maximum of 2,080 hours.

3.4.1 Sick Leave Incentive. Fire Chief shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which sick leave is not used.

3.4.2 Excess Sick Leave Contribution to Deferred Compensation (457 Plan). Upon request by Fire Chief, the District shall contribute to Fire Chief's deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours. Fire Chief must request this transfer of excess sick leave hours by the first pay period in January each year.

If Fire 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.

The transferred sick leave shall be calculated at 50% of Fire Chief's hourly rate, based on his Base Salary.

3.5 Floating Holidays. Fire Chief shall receive 16 hours of Floating Holiday time annually. Floating Holiday leave must be used in eight (8) hour or greater increments. If Fire Chief has a Floating Holiday leave balance of less than eight (8) 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.

3.6 Deferred Compensation (457 Plan). The District shall contribute up to \$150.00 per month dollar for dollar match toward Fire Chief's deferred compensation (457 plan), provided Fire Chief contributes at least \$150.00 per month to his 457 plan.

### 3.7 Health Insurance.

3.7.1 Medical. The District requires all employees have a medical insurance plan, accordingly, District and Fire Chief agree to the following in regards to Fire Chief's health insurance (Fire Chief is an "employee" as that term is used through the remainder of this section): Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

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

### 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 applicable 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 2018. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The Fire Chief is responsible for paying the difference between the cost of his selected medical insurance premium and the established Supplemental Benefit Allowance.

### 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.

3.7.2 Vision. The District shall pay 100% of the premium for VSP Vision Signature Plan or equal plan for Fire Chief and his dependents, if any.

3.7.3 Dental. The District shall pay 100% of the dental premium for up to \$1,500 in coverage per person, per year for Fire Chief and his dependents, if any. 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 to Preventive care services. The deductible applies to Basic, Major and Orthodontia care.

3.7.4 Retirement Health 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, accordingly, District and Fire Chief agree to the following in regards to Fire Chief's retirement health benefits (Fire Chief is an "employee" as that term is used through the remainder of this section): 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.

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 February 1, 2018, 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**

<b>Current Years of Service as of April 1, 2017</b>	<b>Vesting Base</b>
0 to 5	55%
5 to 10	60%
10 to 15	65%
15 to 20	70%
20 to 25	75%
25 to 30	80%

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

The District has established a Retirement Health Savings (RHS) plan for the Fire Chief that will provide tax advantaged income to pay for retirement medical insurance premiums. At the time of the effective date of this Agreement, the District shall contribute a \$150 per month to the mandatory employee contribution of \$75.00 per month for a total of \$225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2018, 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).

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

3.9 Employee Assistance Program. Fire Chief shall be afforded the opportunity to utilize the District's Employee Assistance Program (EAP) services in accordance with the District's EAP plan.

3.10 Holidays. Fire Chief is entitled to paid holidays observed by the District's management and administrative support staff members: New Years' Day, Martin Luther King Jr.'s birthday (observed), Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve (4-hours/p.m.) and Christmas Day.

3.11 Leaves of Absence. Fire Chief is entitled to all leaves of absence provided employees of the District, including but not limited to bereavement, fitness, catastrophic, and FMLA leave. More information on the various leaves of absence provided the District's employees by policy and state and federal law can be found in the District's Policy Manual.

4. Retirement. The District shall pay 75% of Fire Chief's subvention amount to the Marin County Employee's Retirement Association (MCERA). Fire Chief shall be eligible for retirement benefits from the Marin County Public Employee's Retirement Agency (MCERA) as a "Safety Classic Tier 1" member. Retirement tier is determined upon entry into the MCERA retirement system. Following 30 years of contributions of MCERA, employee contributions cease. MCERA is subject to any changes in the PEPRA and the definition of "pensionable compensation."



## 5. Termination.

5.1 Termination by the District. Fire Chief's employment shall not be terminated by the District unless the District complies with state law, including Government Code Section 3254(c). In doing so, the District shall provide Fire Chief written notice, the reason or reasons for removal, and an opportunity for administrative appeal consistent with Section 3254(c). A sufficient reason or reasons for removal under this provision include, but are not limited to: (1) removal for the purpose of implementing goals or policies, or both, of the District; (2) removal for incompatibility of management style; and (3) removal as a result of a change in administration.

5.1.1 Reversion to Battalion Chief. If Fire Chief's employment as fire chief of the District is terminated for reasons other than those described in Section 5.3 below, Fire Chief shall automatically revert to the position of Battalion Chief within the District, with the pay and benefits described in the MOU between the Novato Fire Chief Officers Association and District in effect at the time of the termination. The reversion to the position of Battalion Chief shall not be considered a "demotion" triggering any right of appeal beyond those rights set forth in Government Code Section 3254(c).

5.2 Termination Benefits. If Fire Chief's employment is terminated and he is removed from office by the District, the District shall pay to Fire Chief a severance payment equal to six months' base salary. For example, if Fire Chief's base salary is \$212,000 at the time of termination, he shall be entitled to receive from the District a one-time gross lump sum payment of \$106,000. Payment of the Termination Benefits shall be made within sixty (60) days of the effective date of the Termination.

5.3 Forfeit of Termination Benefits and Position Reversion. Fire Chief shall not be entitled to the Termination Benefits described in Section 5.2 above, or the return to the position of Battalion Chief as described in Section 5.1.1 above, if Fire Chief's employment is terminated and he is removed from office by the District for any of the following reasons:

- (1) Fire Chief's gross negligence or willful misconduct in the performance of his duties to the District;
- (2) Fire Chief's repeated unexplained or unjustified absence from the District, or Fire Chief's willful neglect of his duties which Fire Chief does not cure or correct within 30 days of the District's written notice of the identified problem;
- (3) Fire Chief's commission of any act of fraud or dishonesty with respect to the District;
- (4) Fire Chief's material breach of or noncompliance with the terms of this Agreement, the District's policies or procedures, or any other agreement between Fire Chief and the District which Fire Chief does not cure or correct within 90 days of District's written notice of the identified breach; or

(5) Fire Chief's conviction of a felony or a crime involving moral turpitude or Fire Chief's causing material harm to the standing or reputation of the District.

5.4 Termination by Fire Chief. Fire Chief may terminate this Agreement and his employment with the District for any reason and at any time. The District requests that, when possible, Fire Chief provide sixty (60) days advance written notice prior to ending his relationship with the District, though he is under no obligation to do so. In the event Fire Chief terminates his employment with the District, for any reason, he shall not be entitled to the Termination Benefits, defined in Section 5.2 above.

5.5 Termination of Obligations. In the event of the termination of Fire Chief's employment, the District shall have no further obligation whatsoever to pay Fire Chief's Base Salary, or any other compensation or benefits provided Fire Chief under this Agreement.

**6. Existing District 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 as of the Effective Date shall remain in full force and effect unless and until changed in accordance with State law.

**7. Dispute Resolution.**

7.1 Informal Resolution. In the event of any dispute arising between the Parties under this Agreement, Fire Chief agrees to notify the Board of Directors of the District of the Dispute, and the Parties agree to work in good faith to informally resolve the dispute. If the dispute is not resolved informally, the District and Fire Chief agree to resolve the dispute through mediation or binding arbitration as specified below.

7.2 Mediation. In the event a dispute arises between the Parties with respect to this Agreement that cannot be resolved informally, the Parties shall participate in mediation.

7.2.1 A written request for mediation must be made within thirty (30) days after the aggrieved party became aware of, or should have been aware of, the dispute (which time frame may be extended during such time as the parties were working in good faith to informally resolve the issue);

7.2.2 The Parties agree to participate in at least four (4) hours of mediation. Each party agrees to participate in good faith in the mediation with the intent to resolve the dispute. The mediation shall be conducted within thirty (30) days after the request for mediation is made;

7.2.3 The parties may either agree upon a mediator or agree to have one chosen for them. If the parties do not agree upon a mediator within ten (10) calendar days of the request for mediation, a request may be made by either or both parties to JAMS to have a mediator chosen for the dispute and both agree to accept the mediator chosen through the process that JAMS uses for selecting a mediator;

7.2.4 The District shall pay all costs unique to mediation, including, without limitation, the mediator's fees and administrative fees. Fire Chief is not responsible for any expenses unique to mediation. Each party shall pay for the fees and expenses of its or his own attorneys, experts, witnesses, and other costs associated with the mediation.

7.3 Arbitration. If the dispute, or a portion of the dispute, is not resolved by mediation and to the extent permitted by law, that portion of the dispute not resolved by mediation is subject to final and binding arbitration under the Federal Arbitration Act ("FAA") before a single neutral arbitrator.

7.3.1 Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation and includes without limitation the determination of the scope and applicability of this arbitration provision. By way of example and not in limitation of the foregoing, Arbitrable Claims shall include (to the fullest extent permitted by law) any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as well as any claims alleging wrongful termination, retaliation, harassment and/or discrimination (including, but not limited to those on the basis of, race, sex, sexual orientation, gender identity, religion, national origin, age, marital status, medical condition, and disability), breach of contract, breach of the covenant of good faith and fair dealing, defamation, libel, slander, invasion of privacy and/or negligent or intentional: a) infliction of emotional distress; b) misrepresentation; c) interference with contract; or d) interference with prospective economic advantage.

7.3.2 The parties hereby knowingly and intentionally waive any right they may otherwise have to trial by jury or court of such claims or disputes. The parties agree that this waiver of any right they may otherwise have to trial by jury or court of such claims or disputes, applies to and waives any right to participate as a representative or member of any class of claimants. The arbitrator shall determine all challenges to the legality or enforceability of this arbitration provision. Any arbitration shall take place in the County of Marin, California.

7.3.3 To the extent permitted by law, the initiation, existence, and outcome of any arbitration-including without limitation any material filed with the arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, the written decision, and any remedy imposed or damages awarded by the arbitrator-are strictly confidential and shall not be disclosed with any other persons, entities, organizations, whether within or without the District, except as may be required by applicable law or in accordance with any court order or subpoena. To the extent permitted by law, this

provision applies during Fire Chief's employment pursuant to this Employment Agreement, and survives after the termination of this Employment Agreement.

7.3.4 Within 30 days after written demand for arbitration, the parties shall select a single neutral arbitrator by any method mutually agreed or, if the parties cannot agree, then in accordance with the then existing JAMS Employment Arbitration Rules & Procedures [www.jamsadr.com/files/Uploads/Documents/JAMS-Rules/JAMS employment arbitration rules-2014.pdf](http://www.jamsadr.com/files/Uploads/Documents/JAMS-Rules/JAMS%20employment%20arbitration%20rules-2014.pdf) A hardcopy of the JAMS arbitration rules is also available for review in the District office. The Rules may be amended by JAMS after the execution of this arbitration provision and the parties agree to use the current version of the JAMS Rules at the time arbitration is commenced. The decision or award of the arbitrator shall be final and binding upon the parties.

7.3.5 In the event a single neutral arbitrator is not appointed within 30 days, any party may petition either JAMS or the appropriate court to appoint, in its discretion and without the consent of all the parties, a single neutral arbitrator. The arbitrator shall have the power to control discovery and to make all other determinations that the parties' mutual agreement or the then-existing JAMS Comprehensive Arbitration Rules & Procedures may permit. The arbitrator shall have the power to grant all types of relief and remedies that are available in a civil action. The arbitrator will issue a written decision with findings and conclusions.

7.3.6 The District shall pay all costs unique to arbitration, including, without limitation, the arbitrator's fees and administrative fees. The Fire Chief is not responsible for any expenses unique to arbitration. Each party shall pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proof and briefing, except that the arbitrator may award such fees and costs to a prevailing party on a claim for which attorneys' fees and costs are recoverable by law. The arbitrator shall also have the power to award reasonable attorneys' fees and costs to the prevailing party in any action to enforce this arbitration provision, including but not limited to those attorneys' fees and costs associated with the filing of a petition to compel arbitration in civil court. Any court of competent jurisdiction shall, upon the petition of any party, confirm the award of the arbitrator and enter judgment in conformity therewith. Any such judgment shall be final, binding and non-appealable.

7.3.7 In the event that multiple claims are asserted, some of which are found not subject to this arbitration provision, the parties agree to stay the proceedings related to the claims not subject to this arbitration provision until all the claims subject to this arbitration provision are resolved in accordance with it. In the event that claims are asserted against multiple parties, some of whom are not subject to this arbitration provision, Fire Chief and the District agree to sever the parties not subject to this arbitration provision and to resolve all claims between the parties subject to this arbitration provision in accordance with this arbitration provision.

7.3.8 Except as provided in this arbitration provision, the District makes no other waiver or election of rights and remedies pursuant to this Employment Agreement and reserves the right to waive or assert rights and remedies in its sole discretion.

7.3.9 If any aspect of this arbitration provision is found by an arbitrator or a court to be incomplete or unlawful, that determination will not render any other portion of the provision invalid or unenforceable, and the balance of the provision shall remain in full force and effect. In addition, the parties authorize the arbitrator or court to add to or revise ("blue pencil") the language of this arbitration provision in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

7.3.10 Nothing in this arbitration provision shall be construed to prohibit the Fire Chief from filing a charge with or participating in any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission (EEOC) or a comparable state or local agency or from filing a claim for unemployment or workers' compensation benefits. Notwithstanding the foregoing, the Fire Chief agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by the Fire Chief or by anyone else on the Fire Chief's behalf.

## **8. Miscellaneous Provisions.**

8.1 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.

8.2 Modification, Amendment, Waiver. Except where stated above, no modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by Fire Chief and the District. The failure of 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.

8.3 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.

8.4 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.

Dated: 1-25-2018

Dated: 1-25-2018

**Novato Fire Protection District**

**William Tyler**

William F Davis  
Signature

William Tyler  
Signature

WILLIAM F DAVIS  
Print Name

President  
Title

**RESOLUTION NO. 2018-2**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT  
REQUESTING THAT THE MARIN COUNTY BOARD OF SUPERVISORS  
CONSOLIDATE THE DISTRICT'S ELECTION WITH ANY  
OTHER ELECTION CONDUCTED ON THE SAME DATE, AND REQUESTING  
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT**

**WHEREAS**, the terms of two of the Board members of the Novato Fire Protection District ("District") are set to expire, thereby requiring an election for said positions;

**WHEREAS**, California Elections Code §§ 10402.5 and 10403 state that the District shall, in the form of a resolution: 1) request the County Board of Supervisors to consolidate the election; and 2) set forth the offices to be voted upon at the election; and

**WHEREAS**, pursuant to § 10002 of the California Elections Code, the governing body of the District may by resolution request the County Board of Supervisors to permit the county elections official to render specified services to the District relating to the conduct of an election.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors of the Novato Fire Protection District does hereby resolve:

1. That a District election shall be held on the 6th day of November, 2018, at which election the issue to be presented to the voters shall be to elect the following members to the Board of Directors:

Number of Regular Term Positions (4-year)    \_\_\_2\_\_\_  
Number of Short Term Positions (2-year)       \_\_\_0\_\_\_

2. That the Board of Supervisors of the County of Marin is hereby requested to consolidate said election with any other applicable election conducted on the same day in the manner prescribed in Elections Code §10418;

3. That the Board of Supervisors of the County of Marin is hereby requested to authorize and direct the County Elections Department, at District expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held, April 4, 2018, by the following vote:

AYES: *Davis, Jenner, Jr., Galii, Netchko, Silverman*

NOES: *none*

ABSENT: *none*

*William L. David*  
President

Attest: *Lucy M. Olla*



**RESOLUTION NO. 2018-3**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE NOVATO FIRE PROTECTION DISTRICT AUTHORIZING THE**  
**DISSOLUTION OF ALL JOINT POWERS AGREEMENTS FOR PARAMEDIC**  
**AMBULANCE BILLING SERVICES**

WHEREAS, the Novato Fire Protection District (“District”) established an Emergency Medical Services Billing Division (“EMS Billing Division”) to bill for paramedic/ambulance services;

WHEREAS, since the establishment of the EMS Billing Division, the District expanded its EMS billing services beyond that of the District, and began providing billing services for multiple other fire agencies and/or municipalities;

WHEREAS, pursuant to Health & Safety Code Sections 13861, 13862, 13878, 13898, 13918, and 13916(a), Public Contract Code Section 20811, and Government Code Sections 54981 and 6500 et seq; District entered into individual Joint Powers Agreements with each of the fire agencies and/or municipalities for which the District was providing EMS billing services;

WHEREAS, the District still has active Joint Powers Agreements for the provision of EMS billing services with the following fire agencies and/or municipalities:

1. Bodega Bay Fire Protection District
2. City of Albany
3. City of Coalinga
4. City of Indian Wells
5. City of Kingsburg
6. City of Rancho Mirage
7. City of Rialto
8. City of Sanger
9. County of Marin
10. Ebbetts Pass Fire District
11. Kelseyville Fire Protection District
12. Lakeport County Fire Protection District
13. McCloud Community Services District
14. Northshore Fire Protection District
15. Ross Valley Paramedic Authority
16. Town of Corte Madera

WHEREAS, the District has performed a review of the external EMS billing services and has concluded that the economics do not justify the management time, multiple external contracts, and significant outsourced employee load; and therefore that continuing to provide external EMS billing services is not in the best interests of the District;

WHEREAS, the District acknowledges that the fire agencies and/or municipalities currently served by the EMS Billing Division will need a reasonable period of time in which to locate and retain a new EMS billing provider; and

WHEREAS, at this time, the District seeks to cease providing EMS billing services for other fire agencies and/or municipalities, and to terminate all active Joint Powers Agreements for the provision of EMS billing services.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the Novato Fire Protection District that:

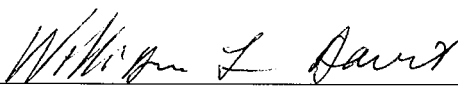
1. The Fire Chief of the District is directed to terminate all of the District's currently active Joint Powers Agreements for the provision of EMS billing services.
2. The Fire Chief of the District is authorized to extend the termination notice period called for in each of the Joint Powers Agreements to a timeframe deemed reasonably necessary for the particular fire agency and/or municipality to locate and retain a new EMS billing provider, so long as said notice timeframe does not result in a termination date after July 31, 2018.
3. The EMS Billing Division may continue to process billing claims submitted up to the effective termination date of the applicable Joint Powers Agreement with any currently served outside fire agency and/or municipality for a period of 90-days after said termination date.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held, April 4, 2018, by the following vote:

AYES: Davis, Fenner, Jr., Galli, Metcho, Silverman

NOES: none

ABSENT: none

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_

RESOLUTION NO. 2018-4

A RESOLUTION OF THE BOARD OF DIRECTORS  
NOVATO FIRE PROTECTION DISTRICT  
ESTABLISHING THE SPECIAL TAX RATE FOR 2018/2019

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

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

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

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

WHEREAS, said amendment approved on March 5, 2002, permits the special tax to be adjusted annually for inflation, which was 3.22% for 2017 establishing new limits at 9.16 cents/square foot on residential structures and 13.73 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	9.16 cents/square foot
14	Attached Single Family Residential	9.16 cents/square foot
21	Multiple Residential Improved	9.16 cents/square foot
31	Rural Improved	9.16 cents/square foot
33	Agricultural Improved	9.16 cents/square foot
41	Industrial Improved	13.73 cents/square foot
51	Commercial Improved	13.73 cents/square foot

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 2nd day of May 2018 by the following vote:

AYES: *Galli, Fenner, Jr., Metchko, Silverman and Davis*

NOES: *none*

ABSENT: *none*

*William L. Davis*  
\_\_\_\_\_  
President, Board of Directors

Attest: *Samuel Collins*  
\_\_\_\_\_

RESOLUTION NO. 2018-5

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT  
DECLARATION OF ARSON AWARENESS WEEK  
MAY 6 THROUGH MAY 12, 2018**

**WHEREAS**, the theme for the 2018 Arson Awareness Week: Reducing Arson at Vacant and Abandoned Buildings; and

**WHEREAS**, According to the US Fire Administration, intentional actions were the leading cause of vacant residential building fires at 34 percent and each year, an estimated 23,800 vacant residential building fires were reported to fire departments within the United States and caused an estimated 75 deaths, 200 injuries and \$785 million in property loss; and

**WHEREAS**, According to the U.S. Fire Administration, about 6,400 vacant nonresidential building fire are reported each year and cause an estimated five deaths, 50 injuries and \$205 million in property loss; and

**WHEREAS**, According to the National Fire Protection Association reports, fires in vacant buildings are more likely to have been intentionally set and spread beyond the building than fires in other structures; and

**WHEREAS**, According to the Bureau of Alcohol, Tobacco, Firearms and Explosives, an average of 550 incendiary/arson fires are reported each year at properties that are abandoned, vacant-secured, vacant-unsecured, uninhabited, idle, and to be demolished; and

**WHEREAS**, According to National Fire Protection Association, vacant and abandoned building fires are more likely to be intentionally set and they cause a disproportionate share of firefighter injuries. During the ten year period of 2007-2016, a total of 20 firefighters were fatally injured in 17 fires in vacant buildings or buildings under demolition or renovation; and

**WHEREAS**, We will use the week of May 6-12, 2018 to focus on the importance of a cooperative effort with fire and emergency services departments, law enforcement, public works, insurance companies and the justice system to help prevent the horrendous crime of arson at vacant and abandoned buildings; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 2, 2018, in Novato, California, hereby proclaims the week, beginning on May 6, 2018, 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 2nd day of May, 2018, by the following vote:

AYES: *Fenner, Jr., Galic, Metcho, Silverman and Davis*  
NOES: *none*  
ABSTAIN: *none*

*William F. Sawyer*

\_\_\_\_\_  
President, Board of Directors

*James Keller*  
\_\_\_\_\_  
Board Clerk

**RESOLUTION NO. 2018-6**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE**  
**NOVATO FIRE PROTECTION DISTRICT RECOGNIZING WILDFIRE AWARENESS WEEK**  
**MAY 7-11, 2018 ENCOURAGING RESIDENTS TO TAKE STEPS TO REDUCE THE THREAT OF**  
**WILDFIRE TO THEIR HOMES AND COMMUNITIES –**  
**FIRE DEFENSE IS SELF DEFENSE, GET READY, WE ARE.**

**WHEREAS**, in 2017 California Fire Agencies responded throughout the state to some the most devastating wildfires in history with great losses to life, property and resources. The public must work locally to take aggressive action to prepare themselves for wildfires, while May 14<sup>th</sup> starts the staffing of wildland fire engines throughout California, it is critically important that our residents join their local fire agencies in preparing for the 2018 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**, 2017 was the 23<sup>rd</sup> anniversary of the Mt. Vision Fire when 12,354 acres burned, 45 primary structures were lost, and 422 people were evacuated; 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 City of Novato and Unincorporated areas of Novato can significantly reduce the threat of wildfire to their homes and communities by advanced preparation of a Wildfire Action Plan - *READY, SET, GO*, create defensible space and harden homes to keep embers out; and

**WHEREAS**, Reducing the threat of wildfire to homes and communities takes coordinated action and effort between residents, homeowners, land managers and local fire agencies, communities can apply and become FireWise; and

**WHEREAS**, Novato Fire Protection District takes every precaution to help protect you and your property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Please prepare now to protect yourself, your family, and your property from a devastating wildfire. Take the time to learn more about how you can prepare, register for ALERT MARIN and visit [www.firesafemarin.org](http://www.firesafemarin.org).

**NOW, THEREFORE, BE IT PROCLAIMED** that The Novato Fire Protection District Board of Directors meeting on Monday, May 2, 2018, in Novato, California, hereby proclaims May 7-11, 2018 as Wildfire Fire Awareness Week, and we urge all the people of Novato to heed the important safety messages of Wildfire Awareness 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 2nd day of May, 2018, by the following vote:

AYES: *Bali, Feener, Jr., Metchko, Silverman and Davis*  
NOES: *none*  
ABSENT: *none*

  
BOARD CLERK

  
PRESIDENT, BOARD OF DIRECTORS

RESOLUTION NO. 2018-7

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

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

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

WHEREAS, the District, via its representative, has negotiated salary and benefits of Human Resources Manager Gretchen Felciano; and

WHEREAS, the Board of Directors finds that salary and benefits for Human Resources Manager Gretchen Felciano, as described in the Employment Agreement 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 Employment Agreement 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 6th day of June, 2018, by the following vote:

AYES: *Meteno, Jenner, Jr., Davis*

NOES: *None*

ABSTAIN: *None*

ABSENT: *Silverman, Galli*

*William F Davis*  
\_\_\_\_\_  
President, Board of Directors

Attest: *Jane Ollie*  
\_\_\_\_\_



Employment Agreement

Between

Novato Fire Protection District

And

Human Resources Manager Gretchen Felciano

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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 Human Resources Manager (“HR Manager”). This agreement shall be in effect July 1, 2018 – June 30, 2021.

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

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

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

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

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

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

### **ARTICLE IV – SALARY**

1. The HR Manager’s salary will remain at \$13,163.59/month from July 1, 2018 through June 30, 2019.
2. Effective July 1, 2019, the District will increase the salary of the HR Manager by 2%.
3. Effective July 1, 2020, the District will increase the salary of the HR Manager by 1%.

### **ARTICLE V - BENEFITS**

The HR Manager is eligible for the following benefits:

- A. Deferred Compensation (457 Plan) Contributions

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

B. Overtime Pay

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

C. Compensatory Time Pay

1. Forty (40) hours of Compensatory Time (CTO) will be given to the HR Manager on January 1, 2019 and January 1, 2020.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.
4. Compensatory Time (CTO) is non-pensionable.
5. CTO Off time may be used in minimum increments of 1 hour.

D. Physical Fitness

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

E. Health Insurance - Medical

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

***60 day Wait Period for Enrollment in Health Plans***

Employees hired on or after June 1, 2011 shall have a 60 day waiting period before they are enrolled in District medical, dental, or vision plans in accordance with CalPERS medical insurance requirements.

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

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

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

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

a. Supplemental Benefit Allowance

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

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

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

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

b. Section 125 Cafeteria Plan

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

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

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

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

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

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

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

3. Supplemental Retiree Benefit Allowance

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

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

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

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

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

**Supplemental Retiree Benefit Allowance Vesting**

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

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

maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

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

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

F. Dental Insurance, All Tiers

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

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

G. Vision Insurance, All Tiers

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

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

H. Marin County Employee's Retirement Association

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

I. Life Insurance, All Tiers

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

J. Disability - AFLAC Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

The HR Manager may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

L. Educational Incentive contributions to 457 Plan

1. The HR Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below.
  - a. Bachelor's Degree – 2%
  - b. Master's Degree – 3%
2. Education incentive payments may not be used as a form of retirement subvention.
3. The Educational Incentive amount shall be deposited into the HR Manager's deferred compensation plan.
4. The HR Manager must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
5. The Educational Incentive amount earned shall not be pensionable.

M. Excess Sick Leave - Retirement

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

## ARTICLE VI - LEAVES

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

A. Bereavement Leave (See policy 1050)

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

B. Catastrophic Leave (See policy 1050)

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

C. FMLA Leave (See policy 1038)

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

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health



condition.

- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

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

E. General Sick Leave (See policy 1050)

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

F. Sick Leave Incentive

1. The HR Manager shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the HR Manager's deferred compensation account (457 plan).

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

1. Upon request the District will contribute the HR Manager's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The HR Manager must request this transfer of excess sick leave hours by the first pay period in January.
3. If the HR Manager has less than 500 hours, she may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the HR Manager's hourly rate.

H. Office Holidays

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

I. Vacation (see policy 1049)

1. The HR Manager shall receive Vacation Leave based upon their completed years of service, following the District's Vacation policy. For purposes of calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

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

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

J. Vacation Cash Out (see policy 1049)

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

## **ARTICLE VII - RETIREMENT**

A. Tier 1 Retired Employees

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

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

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

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

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

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

#### **ARTICLE X – ADDITIONAL PROVISIONS**

A. Severability.

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

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the HR Manager and the District. The failure of the HR Manager or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not

affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

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

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

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

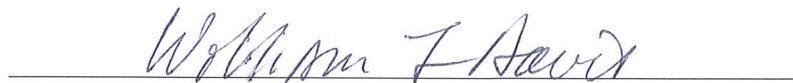


HR Manager Gretchen Felciano



Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District



Date

RESOLUTION NO. 2018-8

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FINANCE DIRECTOR DANIEL HOM**

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

WHEREAS, Finance Director Daniel Hom provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated salary and benefits of Finance Director Daniel Hom; and

WHEREAS, the Board of Directors finds that salary and benefits for Finance Director Daniel Hom, as described in the Employment Agreement 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 Employment Agreement 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 6th day of June, 2018, by the following vote:

AYES: *Metchio, Fenner, Jr., Davis*

NOES: *None*

ABSTAIN: *None*

ABSENT: *Silverman, Balli*

*William F. Davis*  
\_\_\_\_\_  
President, Board of Directors

Attest:

*Jeanne Dills*  
\_\_\_\_\_



Employment Agreement

Between

Novato Fire Protection District

And

Finance Director Daniel Hom

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## **Employment Agreement**

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Finance Director Daniel Hom (“Finance Director”).

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

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

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

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

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

As provided above, the Finance Director 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 Finance Director’s salary shall be as follows, effective July 1, 2018.

1. Increase of base salary to \$13,861.85 per month
2. Additional increase of 2% to base salary, for a total of \$14,139.09 per month.

### **ARTICLE V - BENEFITS**

The Finance Director is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

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



B. Overtime Pay

The Finance Director 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.

C. Compensatory Time Pay

1. The Finance Director will receive 120 hours of Compensatory Time Off (CTO) January 1, 2019.
2. 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. CTO time is non-pensionable.
5. CTO Off time may be used in one (1) hour increments.

D. Physical Fitness

The Finance Director may use Physical Fitness time per the District's physical fitness policy.

E. Health Insurance - Medical

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

***60 day Wait Period for Enrollment in Health Plans***

Employees hired on or after June 1, 2011 shall have a 60 day waiting period before they are enrolled in District medical, dental, or vision plans, in accordance with CalPERS medical insurance requirements.

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

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

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

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

a. **Supplemental Benefit Allowance**

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

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

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

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

b. Section 125 Cafeteria Plan

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

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

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

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

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

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

When the retiree or dependent turns 65, and is transferred to Medicare as their primary health coverage, the District shall not be responsible for the employee's or dependent's Medicare premium. The District will contribute to the retiree and

dependent's Medicare Supplement Plan through CalPERS to the extent allowed by this agreement.

3. Supplemental Retiree Benefit Allowance

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

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

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

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

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

**Supplemental Retiree Benefit Allowance Vesting**

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

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

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

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

F. Dental Insurance, All Tiers

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

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

G. Vision Insurance, All Tiers

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

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

H. Marin County Employee's Retirement Association

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

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 Finance Director's paycheck. The Finance Director will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

J. Disability - AFLAC Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

The Finance Director may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

L. Educational Incentive contributions to 457 Plan

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

Bachelor's Degree – 2%

Master's Degree or CPA – 3%

- 2. Education incentive payments may not be used as a form of retirement subvention.

3. The Educational Incentive amount shall be deposited into the Finance Director's deferred compensation plan.
4. The Finance Director must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
5. The Educational Incentive amount earned shall not be pensionable.

M. Excess Sick Leave - Retirement

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

## ARTICLE VI - LEAVES

This section includes descriptions for the different type of leave programs available to the Finance Director.

A. Bereavement Leave (See policy 1050)

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

B. Catastrophic Leave (See policy 1050)

This leave is available to the Finance Director. 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 Finance Director from returning to work for an extended period of time, during which the Finance Director will exhaust all of their accumulated leave balances. In order to request catastrophic leave the Finance Director 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 Finance Director is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave (See policy 1038)

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

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

D. Floating Holidays

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

E. General Sick Leave (See policy 1050)

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

F. Sick Leave Incentive

1. The Finance Director shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Finance Director's deferred compensation account (457 plan).

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



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

#### H. Office Holidays

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

#### I. Vacation (See policy 1049)

1. The Finance Director shall receive Vacation Leave based upon his completed years of service, following the District's Vacation policy. For purposes of calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

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

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

J. Vacation Cash Out (See policy 1049)

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

**ARTICLE VII - RETIREMENT**

A. Tier 1 Retired Employees

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

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

**ARTICLE VIII – DRIVER LICENSE REQUIREMENTS**

The Finance Director is required to possess a valid California Driver License, Class C.

**ARTICLE IX- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES**

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

**ARTICLE X – ADDITIONAL PROVISIONS**

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other

tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

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

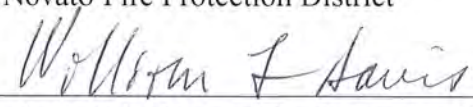
D. Counterparts.

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.

  
\_\_\_\_\_  
Finance Director Daniel Hom

4/7/2018  
Date

Accepted by the Novato Fire Protection District  
  
\_\_\_\_\_  
Board Chair on behalf of the Novato Fire Protection District

6/6/2018  
Date

**RESOLUTION NO. 2018-9**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT DETERMINING  
THE 2018/19 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 2018/19 to be the sum of Sixty One Million Nine Hundred Five Thousand Three Hundred Seventy Five Dollars (\$61,905,375), 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 5th day of September 2018, by the following vote:

AYES: *Metcho, Fenner, Jr., Silverman and Davis*

NAYS: *none*

ABSENT: *Galli*

*William L. Davis*

\_\_\_\_\_  
President, Board of Directors

Attest:

*Janet M. Olla*

\_\_\_\_\_  
Clerk of the Board

**RESOLUTION NO. 2018-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT  
DESIGNATING OCTOBER 2018 AS  
NATIONAL BREAST CANCER AWARENESS MONTH**

**WHEREAS**, the governing body of The Novato Fire Protection District expresses their support in designating October 2018 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, more than 266,000 new cases of breast cancer will be diagnosed this year and more than 40,000 deaths will occur 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 shirts 365 days a year but for the week of October 8-13, 2018, 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 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 2018 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 3rd day of October 2018 by the following vote:

Ayes: *Galli, Fenner, Jr., Metchko and Davis*

Noes: *None*

Absent: *Silverman*

*William J. Davis*  
President, Board of Directors

Attest:

*Janne Bell*  
Clerk of the Board

**RESOLUTION NO. 2018-11**

**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 ShakeOut on October 18, 2018 the Novato Fire District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

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

**WHEREAS**, by registering at <http://www.shakeout.org/california> Novato Fire District employees can participate in the ShakeOut "Drop, Cover and Hold On" earthquake drill on October 18 at 10:18 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 3rd day of October 2018 by the following vote:

AYES: *Galli, Fenner, Jr., Metchko and Davis*

NOES: *None*

ABSENT: *Silverman*

Novato Fire Protection District

*William J. Bauer*

\_\_\_\_\_  
President, Board of Directors

Attest:

*Jane M. O'Leary*

\_\_\_\_\_  
Clerk of the Board



**RESOLUTION NO. 2018-12**

**RESOLUTION PROCLAIMING  
NOVATO FIRE PROTECTION DISTRICT  
PARTICIPATION IN FIRE PREVENTION WEEK,  
OCTOBER 7-13, 2018**

**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 killed 2,735 people in the United States in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 352,000 home fires; and

**WHEREAS**, the majority of U.S. fire deaths (4 out of 5) occur at home each year; and

**WHEREAS**, the fire death rate per 1000 home fires reported to the U.S. fire departments was 10 percent higher in 2016 than in 1980; and

**WHEREAS**, Novato's residents should identify places in their home where fires can start and eliminate those hazards; and

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

**WHEREAS**, Novato's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

**WHEREAS**, Novato's residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and

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

**WHEREAS**, Novato's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

**WHEREAS**, the 2018 Fire Prevention Week theme is: "Look. Listen. Learn. Be aware. Fire can happen anywhere."

- Look for places fires can start and reduce the hazard
- Listen for smoke alarm
- Learn two ways out

which effectively serves to remind us that we need to take personal steps to increase our safety from fire; and

**WHEREAS**, the Novato Fire District will have an Open House, Sunday October 7, 2018, from 10:00 a.m. to 1:00 p.m. for all residents to come and visit their local fire stations;

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Board of Directors of the Novato Fire Protection District hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout this community. The Board of Directors urges all the people of Novato to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the Novato Fire Protection District's fire and emergency services during Fire Prevention Week 2018.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of October 2018, by the following vote:

AYES: *Galli, Fenner, Jr., Metcho and Davis*

NAYS: *None*

ABSENT: *Silverman*

*William L Davis*  
President, Board of Directors

Attest: *Janice*  
Clerk of the Board

RESOLUTION NO. 2018-13

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

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

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

WHEREAS, the District, via its representative, has negotiated salary and benefits of Finance Director Joseph Valenti; and

WHEREAS, the Board of Directors finds that salary and benefits for Finance Director Joseph Valenti, as described in the Employment Agreement 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 Employment Agreement 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 14th day of November, 2018, by the following vote:

AYES: *Davis, Fenner, Jr., Metcho, Silverman, Galli*

NOES: *None*

ABSTAIN: *None*

ABSENT: *None*

*William F Davis*  
\_\_\_\_\_  
President, Board of Directors

Attest: \_\_\_\_\_

*Janet Della*



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Employment Agreement

Between

Novato Fire Protection District

And

Finance Director Joseph Valenti

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## Employment Agreement

THIS AGREEMENT (“Agreement”) is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Finance Director Joseph Valenti (“Finance Director”). This employment agreement will be in effect from December 1, 2018, through June 30, 2021, unless earlier terminated pursuant to the provisions of Articles II and III.

### ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

### ARTICLE II – FOR CAUSE EMPLOYMENT

The Finance Director shall serve a 12-month probationary period during which the Finance Director’s employment may be terminated at any time without cause. After satisfactorily completing the 12-month probation period, the Finance Director’s employment will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. It is understood and agreed that the Finance Director serves as a “for cause” employee, meaning his employment and this Agreement with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules in addition to the provisions of Article III.

### ARTICLE III – TERMINATION OF AGREEMENT

- A. Probation Period. The Finance Director shall serve a 12-month probationary period during which the Finance Director’s employment may be terminated at any time without cause. In the event this Agreement is terminated pursuant to this Article III.A., the Finance Director shall be paid for all days of service completed, and this Agreement shall be terminated.
- B. For Cause Termination. After satisfactorily completing the 12-month probationary period, the Finance Director’s employment with the District shall be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. The District may terminate the Finance Director’s employment and this Agreement for reasons and in the procedural manner provided by the District’s personnel rules. In the event this Agreement is terminated pursuant to this Article III.B., the Finance Director shall be paid for all days of service completed and any unused accrued vacation, and this Agreement shall be terminated.
- C. Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the District and the Finance Director on such terms and conditions agreed to by the parties subject to the limitations of this Agreement.

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

#### **ARTICLE IV – SALARY**

The Finance Director’s salary shall be as follows, effective December 1, 2018:

1. Initial base salary of \$12,007.00 per month; \$144,084.00 per year
2. Effective April 1, 2019, or upon retirement of the current Finance Director (whichever is sooner), the District will increase the base salary of the Finance Director to \$12,916.67 per month; \$155,000 per year.
3. Effective December 1, 2019, the District will increase the base salary of the Finance Director by 2%.
4. Effective December 1, 2020, the District will increase the base salary of the Finance Director by 1%.

#### **ARTICLE V – BENEFITS**

The Finance Director is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$150.00 per month dollar for dollar match toward the Finance Director’s deferred compensation (457) plan, provided the Finance Director contributes at least \$150.00 per month to his deferred compensation plan.

B. Compensatory Time Pay

1. Forty (40) hours of Compensatory Time (CTO) will be given to the Finance Director on January 1, 2019 and January 1, 2020.
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.

C. Continuing Education Leave

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

D. Physical Fitness

The Finance Director may use Physical Fitness time per the District's physical fitness policy.

E. Health Insurance – Medical

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

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

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

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

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

a. Supplemental Benefit Allowance

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



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

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

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

b. Section 125 Cafeteria Plan

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

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

Both employee and District contributions shall be adjusted annually beginning June 30, 2019, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index ("CPI").

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

F. Dental Insurance

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

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

G. Vision Insurance

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

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

H. Marin County Employee's Retirement Association

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

I. Life Insurance

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

J. Disability – AFLAC Insurance, All Tiers

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

K. Employee Assistance Program ("EAP")

The Finance Director may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network ("MHN") offers employees and their dependents ten (10) counseling sessions per incident per year along with on-line services.

L. Educational Incentive Contributions to 457 Plan

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

Master's Degree or CPA – 2%

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

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

M.. Excess Sick Leave – Retirement

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

## ARTICLE VI – LEAVES

This section includes descriptions for the different type of leave programs available to the Finance Director.

A. Bereavement Leave

See Policy 1049 for information on Bereavement Leave.

B. Catastrophic Leave

See Policy 1049 for information on Catastrophic Leave.

C. FMLA Leave

See Policy 1038 for information and requirements for FMLA.

D. Floating Holidays

1. The Finance Director shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4-hour or greater increments.

3. If the Finance Director has a Floating Holiday hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of their accrued vacation hours.

E. Sick Leave

See Policy 1050 for information on Sick Leave.

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

F. Sick Leave Incentive

1. The Finance Director shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Finance Director's deferred compensation account (457 Plan).

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

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

## H. Office Holidays

Paid holidays for management and administrative support staff members are: New Year's Day, Martin Luther King Jr.'s birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday following Thanksgiving, a 4-hour (p.m.) holiday on weekday Christmas Eve Day, and Christmas.

## I. Vacation

See Policy 1049 for information on Vacation.

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

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

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

## J. Vacation Cash Out

See Policy 1049 for information on Vacation Cash Out.

## **ARTICLE VII – RETIREMENT**

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

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

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

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

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

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

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

## **ARTICLE X – ADDITIONAL PROVISIONS**

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

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

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

Joseph Valenti  
Finance Director Joseph Valenti

11/21/18  
Date

Accepted by the Novato Fire Protection District

William J. Davis  
Board Chair on behalf of the Novato Fire Protection District

11/14/18  
Date