

### DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE Board of Directors OF THE Novato Fire Protection District  
(Governing Body) (Name of Applicant)

THAT Fire Chief, OR  
(Title of Authorized Agent)

Deputy Fire Chief, OR  
(Title of Authorized Agent)

Finance Director  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Novato Fire Protection District, a public entity  
(Name of Subrecipient)  
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service, for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Novato Fire Protection District, a public entity established under the laws of the State of California,  
(Name of Subrecipient)  
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) \_\_\_\_\_

Passed and approved this 2nd day of January, 2019

James Galli, President, Board of Directors  
(Name and Title of Governing Body Representative)

Louis Jan Silverman, Vice President, Board of Directors  
(Name and Title of Governing Body Representative)

Steven Metcho, Secretary, Board of Directors  
(Name and Title of Governing Body Representative)

#### CERTIFICATION

I, Jeanne Villa, duly appointed and Administrative Services Manager of  
(Name) (Title)

Novato Fire Protection District, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Novato Fire Protection Dist  
(Governing Body) (Name of Applicant)

on the 2nd day of January, 2019.

Jeanne Villa  
(Signature)

Administrative Services Mgr.  
(Title)

**RESOLUTION NO. 2019-2**

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

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

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

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

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

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

WHEREAS, by adoption of District Resolution No. 2016-6, adopted June 1, 2016, the District adopted a Records and Reports Retention Policy that complies with Guidelines provided by the Secretary of State pursuant to Section 12236 of the California Government Code, which is set forth under the Novato Fire District Policy Manual, Policy 800, Records Management (“the Retention Policy”); and

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

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

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

RESOLUTION NO. 2019-2

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

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

WHEREAS, it is understood that the District Counsel will be consulted concerning specific records retention requirements when there is a District record for which no reference in the Novato Fire Records Retention Schedule seems to apply.

**NOW THEREFORE BE IT RESOLVED** as follows:

1. Approval of retention schedule. The Novato Fire Protection Board of Directors hereby amends the Retention Policy by repealing Appendix A in its entirety, and by adopting a new Appendix A, "Consolidated Records Retention Schedule," attached hereto as **Exhibit A**.
2. Approval of Destruction of Documents: In accordance with the requirements of California Government Code subdivision 60201(b)(2), the Novato Fire Protection Board of Directors hereby authorizes the destruction of any record not expressly required by law to be filed and preserved as long as such destruction complies with the "Consolidated Records Retention Schedule" attached hereto as Exhibit A, the standard protocol established by Section "800.8" of the Novato Fire District Policy Manual, and has been approved by the relevant Division Head on forms attached hereto and hereby approved as **Exhibit B** to this Resolution.
3. The Administrative Services Manager shall certify to the adoption of this Resolution.
4. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Board of Directors, Novato Fire Protection District, on the 6th day of March 2019, by the following vote:

AYES: *Davis, Gomes, Meteko, Silverman*

NOES: *none*

ABSENT: *Galli*

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_

Physical File Location other than	District File Category	Division	Sub Files	Statutory Minimum Retention Period (years)	Citation				
	1096 form	Acctg		7 years	California Government Code				
	1099 form	Acctg		7 years	California Government Code				
	5 Year System certification	RPM		5 years minimum or life of structure/property	CGC 34090	ABBREVIATIONS USED: "GC" Government Code; "CCR" California Code of Regulations			
	Accidents/Damage to District Property	Admin		10 years	CGC 34090				
	Accounting authorizations from resolutions or contracts	Acctg		4/7 Years or until audited	CGC 34090				
Acctg	Accounts Payable	Acctg		4/7 State/Federal	CGC 34090				
	Accounts Receivable	Acctg		5 years after final audit	CGC 34090				
	Accreditation (5 years)	Admin		5	CGC 34090				
Acctg	Actuarial Valuations	Acctg		Permanent	CGC 34090				
	Administrative policies and procedures	Admin		2 after superseded	CGC 34090				
	Agendas/Packets for Committees	Admin	Cal Jac, Policy, Finance, Board Manual Review, Health and Safety	Agenda/Pkt; Minutes Permanent	CGC 34090				
	Air Resource Board	Admin		Expiry + 2	CGC 34090				
	Alarm System Plans	RPM		5 years minimum or life of structure/property	CGC 34090				
EMS	American Heart Association CPR Training	EMS		Term date + 5	CGC 34090				
	Annual Reports	Admin		Permanent	Historical				
Mechanic, District	Apparatus Inventory	Fleet		Active	CGC 34090				
	Apparatus maintenance records	Fleet		10 years	CGC 34090				
	Audio recordings	Admin		30 days	54953.5 (b)				
	Audits	Acctg	Annual, Hi Risk State Audit, Financial Statements	Permanent	CGC 34090				
	Awards, Miscellaneous	Admin		Permanent, historical	CGC 34090				
	Background check Hired	HR		Termination + 3 years	CGC 34090				
	Background check Not Hired	HR		Closed +5	CGC 34090				
	Bank Deposits	Acctg		4/7 Years or until audited	CGC 34090				
	Bank reconciliations	Acctg		5 years after final audit	CGC 34090				
Acctg	Bank Statements	Acctg		4/7 State/Federal	CGC 34090				
	Behavioral Health Initiative	Admin		Permanent	CGC 34090				
	Benefit Agreements	HR	457 Plan, Fidelity, Hartford Mass Mutual, ICMA Vintage Trust	Superseded + 2	CGC 34090				
Contracts	Bids/Proposals Successful	Contracts		C + 10	Cal Code Civil Procecd 337.15				
Contracts	Bids/Proposals Unaccepted	Contracts		2	Cal Code Civil Procecd 337.15				
	Bills	Acctg		4/7 Years or until audited	CGC 34090				
Board Files	Board Certificate of Elections	Admin		T + 4	CGC 34090				
Board files	Board Correspondence	Admin		2	CGC 34090				
Board Files	Board of Directors files	Admin		Active; Inactive T + 4	CGC 34090				
Board Files	Board Travel	Admin		Active + 2	CGC 34090				
	Budget	Acctg		Permanent	CGC 34090				
	Budget Adjustments	Acctg		5 years after final audit	CGC 34090				
	Building Construction plans	RPM		5 years minimum or life of structure/property	CGC 34090				
	Building System Plans	RPM		5 years minimum or life of structure/property	CGC 34090				
	Building, Land, etc. Unacceptable bids	Contracts		2	CGC 34090				
	Building, Land, Real Estate, Bidder specs reports schedule	Contracts		Term + 10	CGC 34090				
	Built Plans	RPM		Permanent (life of structure)	CGC 34090				
	CAFR – Comprehensive Annual Financial Report & Popular Annual Financial Report	Acctg		Permanent	Historical				
	California Secretary of State – Statement of Facts Filing	Admin		5	81009				
	California State Filings	Admin	Annual Report against Peace Officer, Form 405, Form 806, Biennial Notices	7	81009				



Acctg	Capital Receipts	Acctg		4/7 State/Federal	CGC 34090				
	Car Seat Program signed forms	RPM		Expiration of car seat - up to 8 years					
	Career Development Guide	HR		Superseded + 2	CGC 34090				
	Cash Receipts	Acctg		4/7 Years or until audited	CGC 34090				
	Catalog of Enterprise Systems	Admin		Superseded + 2	CGC 34090				
	Certificates of Election	Admin		4 years after termination	CGC 34090				
	Check Register	Acctg		4/7 Years or until audited	CGC 34090				
	Checks	Acctg		4/7 Years or until audited	CGC 34090				
	Checks	Acctg		5 years after final audit	CGC 34090				
	Citizen Complaints	Admin		Resolved + 2	CGC 34090				
	Civil Appeals	RPM		5 years minimum or life of structure/property	CGC 34090				
	Collection Write offs	EMS		20 years	CGC 34090				
EMS	College Paramedic Interns	EMS		2 years (like ride a long)	CGC 34090				
	Compensation studies	HR		2 years	CGC 34090				
	Construction records	Admin		completion + 4	CGC 34090				
Contracts	Contract, Land, Developer, Architect, Real Estate	Contracts		Term + 10	CGC 34090				
EMS	Contracts EMS Billing	EMS		Term date + 5	California Civil Procedure 337.2				
Contracts	Contracts with agencies, vendors, etc	Contracts		Term date + 5	California Civil Procedure 337.2				
	Correspondence, General	Admin		2	CGC 34090				
Acctg	Cost Accounting	Acctg		4/7 State/Federal	CGC 34090				
	CPR/First Aid records	RPM		3 years	CGC 34090				
	Credit Card PCI Compliance	Admin		5 years	CGC 34090				
	Damage claims	Admin		5 years	CGC 34090				
Acctg	Debt Records	Acctg		Permanent	CGC 34090				
	Deduction Authorizations	Acctg		7 years	CGC 34090				
	Deeds	Admin		Permanent	CGC 34090				
	Depreciation Schedule	Acctg		4/7 Years or until audited	CGC 34090				
	Disaster Log, Major Event	Admin		Permanent	Historical				
	District Calendar	Admin		2 years	CGC 34090				
	District Charter	Admin		Permanent	CGC 34090				
	District Files Archived and Scanned	Admin		According to category	CGC 34090				
	District Properties	Admin		Permanent	CGC 34090				
	DMV pulls	HR		7 years after termination	CGC 12946				
	Election Measures	Admin		Permanent	Cal Constitution Art XIII				
	Elections	Admin	Propositions, Taxes	Permanent	Cal Constitution Art XIII				
	Employer ID - IRS	Admin		Permanent	CGC 34090				
HR Files	Employment Agreements	HR		Permanent	29 USC Sec. 211, 203, 207				
	Employment Applicant Information (not hired)	HR		Interview date + 2	CGC 12946				
	EOBs	EMS		10 years; or until patient is 18 yrs old + 10 years	TITLE 22 CCR 70751				
	EOC	Admin	Guide to EOC for Elected Officials	Superseded + 2	CGC 34090				
	Ethics Training Certificates	Admin		5 years	CGC 6250				
	Exposure records	HR		30 years	29 CFR 1910.1020				
	Fastrak	Admin		Active + 2	CGC 34090				
	Fee Invoices	RPM		5 years minimum or life of structure/property	CGC 34090				
Accounting	FEMA /Reimbursements	Acctg		Payment + 5	CGC 34090				
	FEMA Applications, Grants	Admin		5 years	CGC 34090				
	FEMA Study	Admin		5 years	CGC 34090				
	Fire Code Violations	RPM		5 years minimum or life of structure/property	CGC 34090				
	Fire Codes	RPM		Permanent	CGC 34090				
	Fire Inspection Notice	RPM		5 years minimum or life of structure/property	CGC 34090				
	Fire Investigation - Accidental	RPM		5 years minimum or life of structure/property	CGC 34090				
	Fire investigations - Death	RPM		Permanent	CGC 34090				
	Fire Station Journals	Admin		Permanent	Historical				
	Fit Tests (Safety Employees)	HR		Separation + 7	CGC 34090				
	Fixed Asset Inventory	Acctg		4 years after final audit	CGC 34090				
	Form 700	Admin		Term + 7 Elected; Term + 5 non elected	81009				
	FPPC Filings-Complaints	Admin		Permanent	81009				
	Fund Transfers	Acctg		5 years after final audit	CGC 34090				
	Funerals	Admin		Permanent	Historical				
	Garnishments	Acctg		Termination + 3 years	CGC 34090				
	General correspondence	Admin		2 years	CGC 34090				

	General Journal	Acctg		4/7 Years or until audited	CGC 34090				
	Government Emergency Telephone Service	Admin		Until superseded	CGC 34090				
	Grand Jury Reports	Admin		5 years	CGC 34090				
	Grants (5 years)	Admin		5 years	CGC 34090				
	Grievance	HR		2 years	CGC 34090				
	Hardship requests	EMS		10 years	CGC 34090				
	Harvey Yorke Award	Admin		Permanent	Historical				
	Haz Mat Permits	RPM		Active + 2 years	CGC 34090				
	Haz Mat Waste Program	Admin	CUPA Haz Mat Permit	Active + 2	CGC 34090				
	Hazard complaints	RPM		5 years	CGC 34090				
EMS	Health and Wellness Initiative	EMS		Term date + 5	CGC 34090				
	Hold Harmless Agreements – AD-88	Admin		Permanent	CGC 34090				
	Hood/duct system plans	RPM		5 years minimum or life of structure/property	CGC 34090				
	Housing Assistance Program	Admin		payment + 5	CGC 34090				
	I-9 forms	HR		3 years	CGC 34090				
EMS	Image Trend PCR software info	EMS		Active	MM/Reform Act 99-603				
	Injury, Non Industrial	HR		Separation + 7	CGC 34090				
	Insurance	Contracts		Permanent	CGC 34090				
	Insurance - Liability/Property	Contracts		Permanent	CGC 34090				
	Insurance Certificates / Certificates of Insurance Liability Coverage	Contracts		Permanent	CGC 34090				
	Invoices	Acctg		4/7 Years or until audited	CGC 34090				
	ISO	Admin		Permanent	CGC 34090				
IT	IT Hardware/software documentation	IT		Active	CGC 34090				
	Job Descriptions	HR		10 years	CGC 34090				
Acctg	Journal Entries	Acctg		4/7 State/Federal	CGC 34090				
	Key Fob Agreements	Admin		Active + 1	GC 6254				
	Lawsuits, Litigation	Admin/HR		Final Dispo + 5	CCP 337.2				
	Lease Agreements - Property	Contracts		current + 2	CGC 34090				
	Lease Agreements - Vehicles	Contracts		current + 2	CGC 34090				
Acctg	Ledger	Acctg		4/7 State/Federal	CGC 34090				
	Ledgers	Acctg		Permanent	CGC 34090				
	Legal Ads	Admin		4 years	CGC 34090				
	Legal Notices / Legal Advertising	Admin		2 years	CGC 34090				
	Legal Opinions	Admin		Active + 2	CGC 34090				
	Line of Duty Death	Admin	Cedar Ridge Fire (2003)	Permanent	Historical				
EMS	Marin County CQI	EMS		7 years	CGC 34090				
	Marin County Statement of Investment Policy	Admin		Permanent	CGC 34090				
	Marin LAFCO (5 years)	Admin		5 years	CGC 34090				
Acctg	MCERA reports	Acctg		Permanent	CGC 34090				
	Memberships	Admin		Active + 1	CGC 34090				
HR	Memorandum of Understanding	HR		Permanent	29 USC 24, 203, 207				
	Memorials	Admin		Permanent	CGC 34090				
	Memos, District Internal	Admin		2 years (keep electronic copies for historical purposes)	CGC 34090				
	Mutual Aid Plans	Admin		Superseded + 2	CGC 34090				
	Newsletters	Admin		Superseded + 2	CGC 34090				
	Notification and Publication of Election	Admin		Permanent	CGC 34090				
EMS	Novato Fire CQI	EMS		7 years	CGC 34090				
	Oaths of Office, signed	Admin		T + 6	CGC 34090				
Acctg	OES Reimbursements	Acctg		Payment + 5	CGC 34090				
	Ordinances	Admin		Permanent	CGC 34090				
	Ordinances	Admin		Permanent	CGC 34090				
	OSHA or Safety reports	Admin		5 years	CGC 34090				
	OSHA workplace violence reports	HR		10 years	CGC 34090				
	Payroll Journal	Acctg		4/7 Years or until audited	CGC 34090				
EMS	PCRs	EMS		20 years	CGC 34090				
	Performance Evaluations	HR		Termination + 3 years	CGC 34090				
	Permits	Admin		Expiry + 2	CGC 34090				
	Personnel records: Evals, Job description etc	HR		Termination + 3	CGC 34090				
	Physicals, fit for duty reports and non-industrial inju	HR		Separation + 7 years	CGC 34090				
	Plan Review correspondence	RPM		5 years minimum or life of structure/property	CGC 34090				
	Policies (After Superseded)	Admin		Superseded (lexipol holds previous published version)	CGC 34090				
	PPE forms in Target Solutions	Training		10 years	CGC 34090				

	Press Releases	RPM		5 Years	CGC 34090				
	Prevention Policies	RPM		Permanent	CGC 34090				
	Prevention Standards	RPM		Permanent	CGC 34090				
	Promotional Marketing	Admin		2 years	CGC 34090				
	Public Records Act Requests	Admin		2 years	CGC 34090				
Acctg	Purchase Orders	Acctg		4 years	CGC 34090				
	Records Destruction certificate	Admin		4 years	CGC 34090				
	Records Index	Admin	Index, Archived Files in Storage	Active	CGC 34090				
	Records Retention Info	Admin		Active	CGC 34090				
	Recruitment material Not Hired	HR		Closed + 3	GC 12946.6250				
	Resolutions	Admin		Permanent	CGC 34090				
	Ride Along forms	Admin		Electronic 2	CGC 34090				
	Risk Management reports	Admin		Closed + 7	29 CFR 1904.2				
Admin	Room Rental Agreements	Admin		T + 2	CGC 34090				
	RPM General correspondence	RPM		2 years	CGC 34090				
	Safe Deposit Box Info	Admin		Active	CGC 34090				
	Safety Training records	Training			CGC 34090				
	Special Events	Admin		2 years	CGC 34090				
	Sprinkler System Plans	RPM		5 years minimum or life of structure/property	CGC 34090				
	Station 62 Agreement with North Marin Water District	Admin		Permanent	CGC 34090				
	Stations	Admin		Permanent	CGC 34090				
Acctg	Strike Team Records and 214s	Acctg		Payment + 5	CGC 34090				
	Surplus Property Auction	Admin		5 years after final audit	CGC 34090				
	Surplus Property Disposal	Admin		5 years after final audit	CGC 34090				
	Title	Admin		Permanent	CGC 34090				
	Training Materials	Training		2 years after superseded	CGC 34090				
	Training Records on Personnel	Training		7 years after termination	CGC 34090				
	Travel Records	Admin		Active + 1	CGC 34090				
	Vehicle ID cards	Admin		Sold + 1	CGC 34090				
Contracts	Vehicle Insurance	Contracts	(included with P&C insurance)	Permanent	CGC 34090				
Contracts	Vehicle Title, Pink Slips	Fleet		Sold + 1	CGC 34090				
Contracts	Vehicles, Fleet Replacement Plan	Fleet		Active + 2	CGC 34090				
	Vouchers	Acctg		4/7 Years or until audited	CGC 34090				
	W-2	Acctg		7 years	CGC 34090				
	W-4	Acctg		7 years	CGC 34090				
	Warrants	Acctg		4/7 Years or until audited	CGC 34090				
	Weed Abatement letters	RPM		5 years	CGC 34090				
	Weed complaints	RPM		5 years	CGC 34090				
	Workers compensation paperwork	HR		Permanent	CCR 14322; 15400.2				
	Youth Fire Setter Evaluation	RPM		Until Age 18	PC 801; UFC 104.32				

**Novato Fire District Records Retention Request for Destruction of Records**

Retention periods for the listed records have expired. Please indicate your approval by signing where indicated. If you disapprove for any reason, mark through the record, initial and state reason for disapproval.

<b>Request prepared by:</b>	<b>Date:</b>
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Box # or Dept.	RECORD NAME	DATE RANGE		NFD Retention Period
		From	To	

<b>DESTRUCTION APPROVALS SIGNATURES</b>	
Division Manager:	Date Approved:
Custodian of Records:	Date Approved:
Fire Chief:	Date Approved:

<b>SUGGESTED METHOD OF DESTRUCTION</b>	
<input type="checkbox"/> Shredding <input type="checkbox"/> Waste Paper (Recycled)	<p align="center"><b>Note: Confidential Records will be destroyed by shredding</b></p> <input type="checkbox"/> Other:



RESOLUTION NO. 2019-3

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

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

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

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

WHEREAS, at a duly noticed and agendized Closed Session held pursuant to Government Code Section 54957 on February 6, 2019, the District Board of Directors ("the Board") conducted a Public Employee Performance Evaluation of Fire Chief; and

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

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

WHEREAS, District wishes to acknowledge and reward Fire Chief's exceptional job performance by amending the terms of the Agreement to reflect a 3% wage increase, commensurate with salary increases reflected in applicable memoranda of understanding with other District staff, and to award Fire Chief five (5) additional vacation days for use within calendar year 2019; and

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

**NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

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

RESOLUTION NO. 2019-3

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

**PASSED AND ADOPTED** by the Board of Directors, Novato Fire Protection District, on the  
6<sup>th</sup> day of March 2019, by the following vote:

AYES: *Davis, Gomes, Metcho, Silverman*

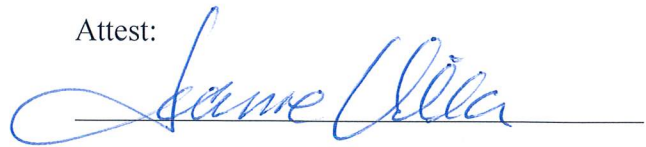
NOES: *none*

ABSTAIN: *none*

ABSENT: *Galli*

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

Attest:

  
\_\_\_\_\_

Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

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

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

**DISTRICT:**  
**NOVATO FIRE PROTECTION DISTRICT**

By:   
Signature

Print name: Lj SILVERMAN

Dated: 3/6/19

**FIRE CHIEF:**  
**William Tyler**

By:   
Signature

Print name: Bill Tyler

Dated: 3/8/19

("Effective Date")

**APPROVED AS TO FORM:**

  
Riley F. Hurd, Esq., District Counsel

## AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 ("**Amendment**") to that certain "Employment Agreement" ("**the Agreement**") by and between the NOVATO FIRE PROTECTION DISTRICT, an independent Special District formed under the authority of the California Fire Protection District Law of 1987 ("**District**"), and WILLIAM TYLER ("**Fire Chief**"), is effective on the Effective Date identified on the signature page.

### RECITALS

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

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

C. At a duly noticed and agendized Closed Session held pursuant to Government Code Section 54957 on February 6, 2019, the District Board of Directors conducted a Public Employee Performance Evaluation of Fire Chief.

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

E. District wishes to amend the terms and conditions of the Agreement to reflect a 3% increase in Fire Chief's base salary under the Agreement, commensurate with increases granted to other District non-sworn administrative and Novato Professional Firefighting staff under applicable memoranda of understanding, and to award Fire Chief five (5) additional vacation days for use within calendar year 2019.

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

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

2. AMENDMENT. Section 2.1 of the Agreement, "Base Salary," is hereby amended by increasing the amount of base salary from \$212,000 to \$218,260.

3. AMENDMENT. A new Subsection 3.2.3, "Additional Vacation Award for Use in Calendar Year 2019," is hereby added to Section 3, "Benefits," to read as follows:

"3.2.3 Additional Vacation Award for Use in Calendar Year 2019. As of the Effective Date of that certain "Amendment No. 1 to Employment Agreement," Fire Chief shall be awarded an additional five (5) days of vacation leave that may be used at any time within calendar year 2019. These additional vacation days are a one-time award and shall not roll over into 2020 or any subsequent calendar year if unused. These additional 2019 vacation hours shall not count against the cap established by Subsection 3.2.1."

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties. This Amendment supersedes all prior negotiations, agreements and understandings, whether written or oral. The documents incorporated by reference into this



RESOLUTION NO. 2019-4

**A RESOLUTION OF THE BOARD OF DIRECTORS  
NOVATO FIRE PROTECTION DISTRICT  
ESTABLISHING THE SPECIAL TAX RATE FOR 2019/2020**

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 3.87% for 2018 establishing new limits at 9.51 cents/square foot on residential structures and 14.26 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	9.51 cents/square foot
14	Attached Single Family Residential	9.51 cents/square foot
21	Multiple Residential Improved	9.51 cents/square foot
31	Rural Improved	9.51 cents/square foot
33	Agricultural Improved	9.51 cents/square foot
41	Industrial Improved	14.26 cents/square foot
51	Commercial Improved	14.26 cents/square foot

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 1st day of May 2019 by the following vote:

AYES: *Davis, Gomes, Metcho, Silverman, Galli*

NOES: *None*

ABSENT: *None*  
*Not Galli*

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

Attest:

*Janet M. Galli*

## RESOLUTION NO. 2019-5

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT DECLARING THE BOARD'S INTENT TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS, OUTLINING SPECIFIC STEPS TO BE UNDERTAKEN TO FACILITATE THE TRANSITION AND ESTIMATING A TIME FRAME FOR PROPOSED PUBLIC INPUT AND HEARINGS PRIOR TO ADOPTION OF AN ORDINANCE PURSUANT TO ELECTIONS CODE SECTION 10010**

WHEREAS, members of the Board of Directors of the Novato Fire Protection District ("District") are currently elected in "at-large" elections, in which each Director is elected by the registered voters within the geographical boundaries of the entire District; and

WHEREAS, California Elections Code Section 10650 authorizes the governing body of a special district to require the members of its governing body be elected using district-based elections; and

WHEREAS, in recent months, several local governmental agencies in Marin County have adopted resolutions memorializing their intention to transition from at-large to district-based elections; and

WHEREAS, some of these Marin local agencies have received certified letters from Kevin Shenkman of the law firm Shenkman and Hughes asserting that their respective at-large electoral systems violate the California Voting Rights Act ("CVRA") and threatening litigation if the individual agency recipients decline to voluntarily change to a district-based election system for electing members to each governing body; and

WHEREAS, a violation of the CVRA is established if it is shown that racially polarized voting occurs in elections (Elections Code 14028(a)). "Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code Section 14026(e)); and

WHEREAS, the District has not received a letter from Mr. Shenkman or any other prospective CVRA plaintiff, and does not concede the existence of any CVRA violations under the District's current at-large system of elections, but the Board of Directors has considered the possibility of such a claim given the lenient standards of proof that require only some evidence of "racially polarized voting" as opposed to actual remediable racial injury, realizes that this law provides a ready and viable avenue for prospective plaintiffs in California to challenge at-large voting systems, and has directed staff to initiate the process to establish by-district elections to avoid costs associated with defending a lawsuit under the CVRA, even if that lawsuit settles; and

WHEREAS, the California Legislature in amendments to Elections Code Section 10010 has provided a series of "safe harbor" provisions whereby a jurisdiction can expeditiously transition to a by-district election system and avoid the high cost of litigation under the CVRA; and

WHEREAS, the public interest would be better served by Board consideration of a proposal to transition to a district-based electoral system because of 1) the extraordinary cost of defending against a CVRA lawsuit; 2) the risk of losing such a potential lawsuit which would require the District to pay the prevailing plaintiffs' attorneys fees; and

WHEREAS, prior to the Board of Directors' consideration of a resolution to establish district boundaries for a district-based electoral system, California Elections Code Section 10010 requires all of the following:

**RESOLUTION NO. 2019-5**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT DECLARING THE BOARD'S INTENT TO  
TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS, OUTLINING SPECIFIC  
STEPS TO BE UNDERTAKEN TO FACILITATE THE TRANSITION AND ESTIMATING A  
TIME FRAME FOR PROPOSED PUBLIC INPUT AND HEARINGS PRIOR TO ADOPTION OF  
AN ORDINANCE PURSUANT TO ELECTIONS CODE SECTION 10010**

1. Prior to drawing a draft map or maps of the proposed boundaries of the districts, the District shall hold at least two (2) public hearings over a period of no more than thirty (30) days, at which the public will be invited to provide input regarding the composition of the districts;
2. After all draft maps are drawn, District shall publish and make available for release at least one draft map and, if members of the Board of Directors will be elected in their Districts at different times to provide for staggered terms of office, the potential sequence of the elections shall also be provided. The Board of Directors shall also hold at least two (2) additional hearings over a period of no more than forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven (7) days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven (7) days before being adopted; and

WHEREAS, the District has retained an experienced demographer to assist the District in developing a proposal for a district-based election system; and

WHEREAS, the adoption of a district-based elections system will not affect the terms of any sitting Director, each of whom will serve out his current term.

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The Board of Directors hereby resolves to consider adoption of a resolution to transition to a district-based election system as authorized by California Elections Code Section 10650 for use in the November 3<sup>rd</sup>, 2020 Statewide General Election.

SECTION 2: The Board of Directors directs staff to work with the District's legal representatives and demographer and other appropriate consultants as needed to provide a detailed analysis of the District's current demographics and any other information or data as needed to prepare a draft map that divides the District's jurisdictional area into voting districts in a manner consistent with the intent and purpose of the California Voting Rights Act and the Federal Voting Rights Act.

SECTION 3: The District hereby approves the tentative timeline as set forth in **Exhibit A**, attached hereto and made a part of this resolution by reference, for conducting a public process to solicit public input and testimony on proposed district-based electoral maps before adopting any such map.

SECTION 4: The timeline set forth under **Exhibit A** may be adjusted by Fire Chief as deemed necessary, provided that such adjustments shall not prevent District from complying with the time frames specified under California Elections Code Section 10010.

SECTION 5: The Board of Directors directs staff to post information regarding the proposed transition to a district-based election system, including maps, notices, agendas and other information and to establish a means of communication to answer questions from the public.

RESOLUTION NO. 2019-5

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT DECLARING THE BOARD'S INTENT TO  
TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS, OUTLINING SPECIFIC  
STEPS TO BE UNDERTAKEN TO FACILITATE THE TRANSITION AND ESTIMATING A  
TIME FRAME FOR PROPOSED PUBLIC INPUT AND HEARINGS PRIOR TO ADOPTION OF  
AN ORDINANCE PURSUANT TO ELECTIONS CODE SECTION 10010

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 1<sup>th</sup> day of  
May 2019, by the following vote:

AYES: *Davis, Gomes, Metcho, Silverman, Galli*

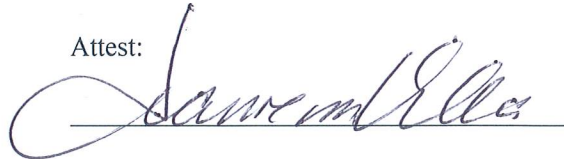
NOES: *None*

ABSTAIN: *None*

ABSENT:

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

Attest:

  
\_\_\_\_\_



**RESOLUTION NO. 2019-5**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT DECLARING THE BOARD'S INTENT TO  
TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS, OUTLINING SPECIFIC  
STEPS TO BE UNDERTAKEN TO FACILITATE THE TRANSITION AND ESTIMATING A  
TIME FRAME FOR PROPOSED PUBLIC INPUT AND HEARINGS PRIOR TO ADOPTION OF  
AN ORDINANCE PURSUANT TO ELECTIONS CODE SECTION 10010**

**EXHIBIT A**

**TENTATIVE TIMELINE: CONSIDERATION AND IMPLEMENTATION OF "DISTRICT-  
BASED" ELECTION METHOD**

<b>DATE</b>	<b>EVENT</b>	<b>COMMENT</b>
May 1, 2019	Resolution of Intention:  Board of Directors adopts Resolution declaring its intention to transition from at- large to district-based elections	CVRA Action/ suit may not be commenced for 90 days (or before 7/31/19 unless period is extended pursuant to California Elections Code Subsection 10010(e)(3)(C)(i))
May 2-May 21, 2019	Public Outreach	Re: Process and participation NO MAPS YET DRAWN
May 22, 2019	1 <sup>st</sup> Public Hearing	Re: Composition of Districts NO MAPS YET DRAWN
June 5, 2019	2 <sup>nd</sup> Public Hearing	Re: Composition of Districts NO MAPS YET DRAWN
June 12, 2019	Post Draft Maps and Potential Sequence of Elections	
June 19, 2019	3 <sup>rd</sup> Public Hearing	Re: Draft Maps
June 26, 2019	Any changes/ amendments to 1 <sup>st</sup> Map draft posted	
July 3, 2019	4 <sup>th</sup> Public Hearing	Re: Draft Maps. If selected map is amended, resolution formally adopting switch would not be made until 7 days after publication of amended map. If there are no changes, Board could formally adopt Resolution making switch to District-based elections
July 10, 2019	Any changes to 2 <sup>nd</sup> Map Draft posted	
July 17 or July 24, 2019	Potential dates for formal adoption of Resolution switching to District-based Elections	Special meeting would be calendared and noticed only if necessary to accommodate posting of revisions to second draft map on 7/3/19
July 30, 2019	<b>Day 90</b>	

**RESOLUTION NO. 2019-5**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT DECLARING THE BOARD'S INTENT TO  
TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS, OUTLINING SPECIFIC  
STEPS TO BE UNDERTAKEN TO FACILITATE THE TRANSITION AND ESTIMATING A  
TIME FRAME FOR PROPOSED PUBLIC INPUT AND HEARINGS PRIOR TO ADOPTION OF  
AN ORDINANCE PURSUANT TO ELECTIONS CODE SECTION 10010**

April 1, 2020	Board of Directors adopts resolutions calling for elections, requesting consolidation, etc.	
~July 15--August 10, 2020	Candidate Nomination Period	
November 3, 2020	First election using district-based Election system	

**RESOLUTION NO. 2019-6**

**A RESOLUTION OF THE BOARD OF DIRECTORS NOVATO FIRE PROTECTION DISTRICT  
RECOGNIZING WILDFIRE PREPAREDNESS WEEK MAY 5-11, 2019 ENCOURAGING  
RESIDENTS TO TAKE STEPS TO REDUCE THE THREAT OF WILDFIRE TO THEIR HOMES  
AND COMMUNITIES, FIRE DEFENSE IS SELF DEFENSE, GET READY, BE PREPARED.**

**WHEREAS**, in the last four years, California has experienced ten of the most destructive wildfires and four of the deadliest wildfires in the state's history. In 2018, more than 1,846,000 acres burned, over 22,000 structures were destroyed and sadly, 100 lives were lost. The citizens of California must all do their part to help protect our natural resources. The public must work locally to take aggressive action to prepare themselves for wildfires, while May 1<sup>st</sup> starts the staffing of wildland fire engines throughout Novato, it is critically important that our residents join their local fire agencies in preparing for the 2019 fire season;

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

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

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

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

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

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

**WHEREAS**, Residents and land owners of the City of Novato and Unincorporated areas of Novato and designated FireWise communities can apply for Vegetation Management Matching Grant funds through the Novato Fire Protection District; and

**WHEREAS**, Novato Fire Protection District takes every precaution to help protect its residents and their property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Everyone needs to prepare now to protect themselves, their family, and their property from a devastating wildfire. Take the time to learn more about how one can prepare, register to receive emergency notifications from 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 Wednesday, May 1, 2019, in Novato, California, hereby proclaims May 5-11, 2019 as Wildfire Preparedness Week, and we urge all the people of Novato to heed the important safety messages of Wildfire Preparedness Week, and to support the many public safety activities and efforts of Marin's fire and emergency services.

**PASSED AND ADOPTED** by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of May, 2019, by the following vote:

AYES: *Davis, Gomes, Metcho, Silverman, Galli*

NOES: *none*

ABSENT: *none*

*[Signature]*  
\_\_\_\_\_  
PRESIDENT, BOARD OF DIRECTORS

ATTEST: *[Signature]*  
\_\_\_\_\_  
BOARD CLERK

## RESOLUTION NO. 2019-7

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROVIDING FOR THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS BY FIVE VOTING DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH VOTING DISTRICT, AND ESTABLISHING THE ELECTION ORDER OF EACH VOTING DISTRICT**

WHEREAS, members of the Board of Directors of the Novato Fire Protection District ("District") are currently elected in "at-large" elections, in which each Director is elected by the registered voters within the geographical boundaries of the entire District; and

WHEREAS, California Elections Code Section 10650 authorizes the governing body of a special district to require the members of its governing body be elected using district-based elections; and

WHEREAS, in recent months, several local governmental agencies in Marin County have adopted resolutions memorializing their intention to transition from at-large to district-based elections; and

WHEREAS, some of these Marin local agencies have received certified letters from Kevin Shenkman of the law firm Shenkman and Hughes asserting that their respective at-large electoral systems violate the California Voting Rights Act ("CVRA") and threatening litigation if the individual agency recipients decline to voluntarily change to a district-based election system for electing members to each governing body; and

WHEREAS, although the District submits that its election system has been in compliance with the requirements of the CVRA and all other provisions of law including the Federal Voting Rights Act and asserts that its election system has been and is legal in all respects, nevertheless, the Board of Directors ("Board") has determined that the public interest will be well-served by transitioning to a district-based election system, thereby avoiding the risks associated with maintaining its current at-large election process; and

WHEREAS, on May 1, 2019, the Board adopted a Resolution of Intent to transition to district-based elections, including a tentative timeline for the consideration and implementation of transitioning to a district-based election system; and

WHEREAS, the District retained Redistricting Partners, LLC ("Consultant") to assist the District with analyzing the District's jurisdictional population, developing draft maps, and gathering input from residents on the proposed District boundary maps; and

WHEREAS, at public hearings held on May 22<sup>nd</sup> and June 5<sup>th</sup>, 2019, the District invited the public to provide input regarding the composition of the District's voting districts before any draft maps were drawn, at which meetings the Consultant presented an overview of the transitioning process, and at which the Board discussed and considered the same; and

## RESOLUTION NO. 2019-7

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROVIDING FOR THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS BY FIVE VOTING DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH VOTING DISTRICT, AND ESTABLISHING THE ELECTION ORDER OF EACH VOTING DISTRICT

WHEREAS, following these hearings, Consultant prepared draft maps, all of which were published at least seven days prior to the District's third public hearing conducted on June 19, 2019; and

WHEREAS, the Board held a third public hearing on June 19, 2019, during which members of the public who wanted to provide input on the draft maps were afforded an opportunity to do so; and

WHEREAS, following the conclusion of the June 19, 2019 public hearing, the Board gave direction to Consultant to prepare revisions to the boundaries of the proposed "Plan A" District voting district boundary map in order to better reflect fire station service area boundaries as well as following historical neighborhood demarcations; and

WHEREAS, the District published and posted a "Revised Plan A" map proposal on Monday, June 24, 2019, reflecting the changes requested by the Board at its June 19<sup>th</sup>, 2019 meeting; and

WHEREAS, the Board wishes to adopt this Resolution in order to effect a transition from at-large to district-based elections, adopt the revised voting district map prepared by Consultant referred to as "Novato Fire District Plan A Revised," (hereafter, the "Novato Fire Protection District Voting District Map") and putting Voting Districts 1, 2 and 3 as reflected on that map on the November 20, 2020 ballot for the District's first regular election of Board members following adoption of this Resolution, with the remaining Voting Districts 4 and 5 on the ballot for the November, 2022 election; and

WHEREAS, the adoption of a district-based elections system will not affect the terms of any sitting Director, each of whom will serve out his current term; and

WHEREAS, the District and the Board have satisfied all procedural requirements of Elections Code Section 10010 in order to expeditiously transition to a by-district election system and avoid the high cost of litigation under the CVRA, and have fulfilled all legal requirements for the enactment of this present Resolution.

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

**SECTION 1. Incorporation of Recitals.** All of the foregoing recitals are true and correct, and the Board of Directors so finds and determines the recitals set forth are incorporated and made effective.

**SECTION 2. Declaration of Purpose.** In accordance with and in satisfaction of the requirements of California Elections Code Section 10650, the Board hereby declares that the change in the method of electing members to the Board is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5, commencing with Section 14025, of Division 14 of the Elections Code).

## RESOLUTION NO. 2019-7

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROVIDING FOR THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS BY FIVE VOTING DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH VOTING DISTRICT, AND ESTABLISHING THE ELECTION ORDER OF EACH VOTING DISTRICT

**SECTION 3: Transition to District-Based Election System.** The Board hereby determines that its election system will transition from at-large to by-Voting District elections, beginning with the November 2020 election of members of the Board of Directors.

**SECTION 4: Establishment of Voting Districts.** The District through its Board hereby establishes five Director Voting Districts within the District's jurisdiction. The boundaries and identifying number of each division shall be as described on the Novato Fire Protection District Voting District Map attached hereto as "Exhibit A", a copy of which shall also be on file in the District offices .

#### **SECTION 5: Election Process.**

A. Members of the Board of Directors shall be elected in the Voting Districts established by this Resolution and subsequently reapportioned as provided for in State law and as set forth in Section 7 of this Resolution. Elections shall take place by Voting Districts 1, 2, 3, 4 and 5, meaning that one Director shall be elected from each Voting District, by the voters of that Voting District.

B. The term of the elected members of the Board of Directors that commence prior to the effective date of this Resolution shall not be affected by the adoption of this Resolution.

C. A Director elected or appointed to represent a Voting District must reside within that Voting District and be a registered voter within that Voting District. Likewise, any candidate for the Board of Directors must reside in and be a registered voter within the Voting District in which he or she seeks election at the time nomination papers are issued.

D. Notwithstanding any other provision of this Resolution, the Directors in office at the time this Resolution takes effect shall continue in office until the expiration of the term to which he or she was elected. In the event a vacancy occurs before the end of the term of a Director in office at the time this Resolution takes effect, a person who is appointed or elected by a special election to fill such vacancy may reside anywhere within the corporate boundaries of the District.

E. The term of each Director elected to the Board of Directors shall remain a four (4) year term.

**SECTION 6: Implementation.** The by-Voting District election system shall be implemented, beginning at the November 2020 election of the Board of Directors, as follows: Members of the Board of Directors shall be elected in Voting Districts 1, 2 and 3 beginning at the November 2020 election of the Board of Directors, and every four years thereafter, and Directors in Voting Districts 4 and 5 shall take place in November 2022. Thereafter elections will take place every four years.



RESOLUTION NO. 2019-7

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT PROVIDING FOR THE ELECTION OF MEMBERS  
OF THE BOARD OF DIRECTORS BY FIVE VOTING DISTRICTS, ESTABLISHING THE  
BOUNDARIES AND IDENTIFICATION NUMBER OF EACH VOTING DISTRICT, AND  
ESTABLISHING THE ELECTION ORDER OF EACH VOTING DISTRICT**

**SECTION 7: Adjustment of Boundaries.** Pursuant to Elections Code section 22000, as it may be amended from time to time, the Board shall adjust the boundaries of any or all of the Voting Districts following each Decennial Federal Census to ensure that the Voting Districts are in compliance with all applicable provisions of law.

**SECTION 8: Exemption from the California Environmental Quality Act.** The Board hereby finds that the Resolution is exempt from the requirements of the California Environmental Quality Act pursuant to Title 14 of the California Code of regulations, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 9: Severability.** If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

**PASSED AND ADOPTED** by the Board of Directors, Novato Fire Protection District, on the 3rd day of July 2019, by the following vote:

AYES: *Davis, Gomes, Meteko, Silverman, Galli*

NOES: *None*

ABSTAIN: *None*

ABSENT: *None*

*Paul Galli*  
\_\_\_\_\_  
President, Board of Directors

Attest:

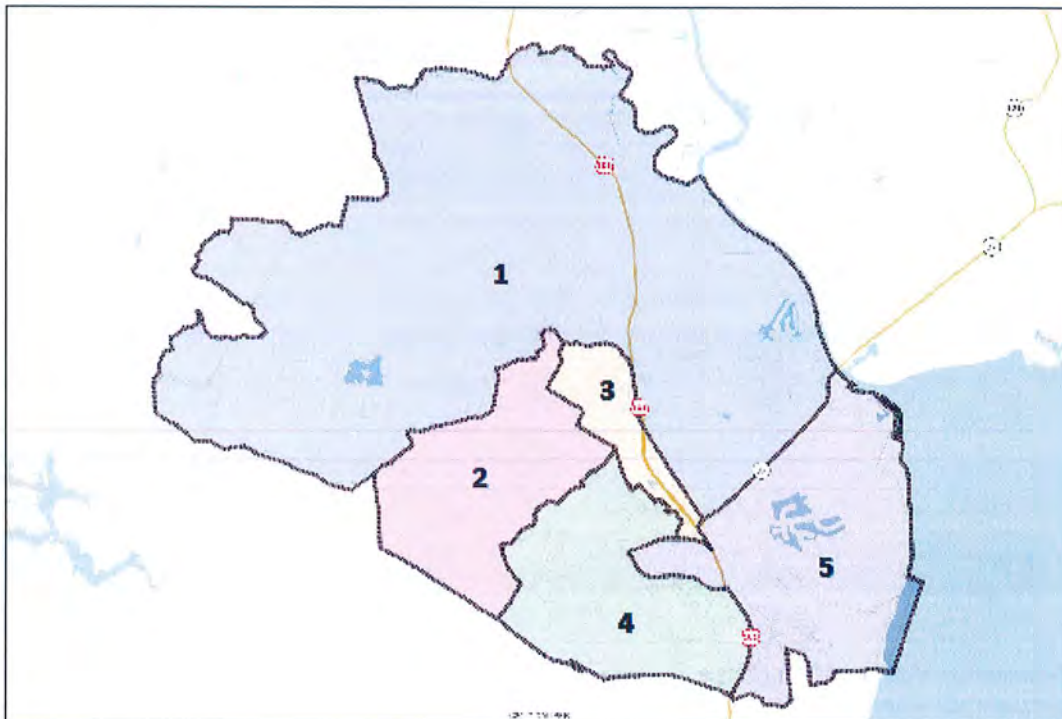
*Jeanne Villa*  
\_\_\_\_\_  
Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2019-7

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT PROVIDING FOR THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS BY FIVE VOTING DISTRICTS, ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH VOTING DISTRICT, AND ESTABLISHING THE ELECTION ORDER OF EACH VOTING DISTRICT

EXHIBIT A

Novato Fire Protection District Voting District Map



**Voting District Map**

District	2010 Census			Citizen Voting Age Population (CVAP)						
	Population	Deviation		Population	Latino	Asian	Black			
1	12,010	273	2.3%	9,530	897	9%	542	6%	55	1%
2	11,467	(270)	-2.3%	8,990	765	9%	449	5%	74	1%
3	11,587	(150)	-1.3%	7,708	978	13%	422	5%	298	4%
4	11,902	165	1.4%	8,645	789	9%	300	3%	171	2%
5	11,719	(18)	-0.2%	7,907	946	12%	702	9%	202	3%

**RESOLUTION NO. 2019-8**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF**  
**THE NOVATO FIRE PROTECTION DISTRICT**  
**APPROVING A SUBORDINATION REQUEST RELATING TO PROPOSED**  
**REFUNDING BOND ISSUE BY THE SUCCESSOR AGENCY TO THE**  
**DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF NOVATO**

**WHEREAS**, under the former Community Redevelopment Law (California Health and Safety Code 33000 *et seq*), public agencies and affected taxing entities within a Redevelopment Plan Area were entitled to a share of tax increment, and

**WHEREAS**, these statutory “pass-through” payments remain intact under Redevelopment Dissolution Law, and the Successor Agency has an obligation to make and distribute these payments, and

**WHEREAS**, under relevant sections of the Health and Safety Code, Redevelopment and Successor Agencies may request that affected taxing entities subordinate their payments under this scheme to bonds issued by the Successor Agency and,

**WHEREAS**, the Novato Successor Agency to the dissolved Redevelopment Agency of the City of Novato (“Successor Agency”) is planning to issue a series of bonds secured by a pledge from future property tax revenues, and

**WHEREAS**, under the law, an agency presented with such a request may either approve or deny the request within 45 days of receipt of the request; and if the Agency fails to act upon the request within that timeframe, the request is deemed approved, and

**WHEREAS**, if an agency elects to deny the request, it must make and adopt findings supported by substantial evidence, that the requesting Successor Agency will not be able to pay the debt payments and the amount required to be paid to the affected taxing entity, and

**WHEREAS**, the Successor Agency’s letter includes an analysis from Urban Analytics LLC that does suggest that the Successor Agency can reasonably expect to have sufficient tax revenues to pay both debt service on the bonds and all of the pass-through payments, and

**WHEREAS**, the Novato Fire Protection District does not dispute the analysis, and is not in possession of information that suggests the analysis is incorrect,

**NOW, THEREFORE, BE IT RESOLVED** that the Novato Fire Protection District hereby subordinates the monies that the District is entitled to receive from the Successor Agency to the dissolved Redevelopment Agency of the City of Novato pursuant to Sections 33492.15, 33607.5, 33607.7 and 34183(a)(1) of the California Health and Safety Code to the Successor Agency's 2019 Series A Tax Allocation Refunding Bonds and 2019 Series B Taxable Tax Allocation Refunding Bonds."

**PASSED AND ADOPTED** by the Board of Directors of the Novato Fire Protection District,  
at a meeting held on this 7th day of August, 2019, by the following vote:

AYES: *Galli, Davis, Gomes, Metcho*

NOES: *none*

ABSENT: *Silverman*

*J. M.*  
\_\_\_\_\_  
President, Board Of Directors

Attest:

*Jeanne M. Villa*  
\_\_\_\_\_  
Board Clerk

**RESOLUTION NO. 2019-9**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT DETERMINING  
THE 2019/20 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 2019/20 to be the sum of Sixty Four Million Two Hundred Forty Seven Thousand Nine Hundred Eleven Dollars (\$64,247,911), 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 4th day of September 2019, by the following vote:

AYES: *Davis, Gomes, Metchko, Silverman, Balli*

NAYS: *none*

ABSENT: *none*

*Paul Illi*  
\_\_\_\_\_  
President, Board of Directors

Attest:  
*Lauren M. O'Neil*  
\_\_\_\_\_  
Clerk of the Board



**RESOLUTION NO. 2019-10**

**RESOLUTION PROCLAIMING  
NOVATO FIRE PROTECTION DISTRICT  
PARTICIPATION IN FIRE PREVENTION WEEK,  
OCTOBER 6-12, 2019**

**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 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 357,000 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 4 percent higher in 2017 than in 1980; and

**WHEREAS**, when the smoke alarm sounds Novato's residents may have less than two minutes to escape to safety; 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 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 make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and

**WHEREAS**, Novato's residents should practice the home fire escape plan with everyone in the household, including visitors; and

**WHEREAS**, Novato's residents should practice the home fire escape drill at least twice a year, during the day and at night; and

**WHEREAS**, Novato's residents should teach children to escape on their own in case adults can't help them; and

**WHEREAS**, Novato's residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and

**WHEREAS**, Novato's residents should practice using different ways out; and



**WHEREAS**, Novato's residents in a real emergency should get low and go under the smoke to get out quickly; and

**WHEREAS**, Novato's residents should get out and stay out, never going back inside the home for people, pets, or things; 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 2019 Fire Prevention Week theme, "Not Every Hero Wears a Cape. Plan and Practice Your Escape!" 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 6, 2019, 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 6-12, 2019, 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 Novato's fire and emergency services during Fire Prevention Week 2019.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 2nd day of October 2019, by the following vote:

AYES: *Davis, Goines, Metchko, Silverman*

NAYS: *none*

ABSENT: *Galli*

  
\_\_\_\_\_  
James Galli, President, Board of Directors

Attest:

   
Jeanne Villa Clerk of the Board

**RESOLUTION NO. 2019-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT AMENDING THE NOVATO FIRE PROTECTION DISTRICT FIRE POLICY MANUAL, BOARD OF DIRECTORS (BOD) POLICY**

**WHEREAS**, the Board's compensation for attendance at meetings has remained unchanged since 2001; and

**WHEREAS**, on September 4, 2019, the Novato Fire Protection District adopted Ordinance 2019-1, which increased the amount of compensation to be received by members of the Board for each meeting of the Board attended to the amount of \$200.00; and

**WHEREAS**, pursuant to Government Code section 53232.1(b), the Novato Fire Protection District may pay compensation to members of the Board for attendance at certain occurrences only if the Board has adopted in a public meeting a written policy specifying the types of occasions that constitute the performance of official duties for which a member of the Board may receive payment.

**NOW THEREFORE THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

SECTION 1. The Novato Fire Protection District Fire Policy Manual, Policy "Board of Directors (BOD)" is to be amended as set forth in **Exhibit A**, attached hereto.

SECTION 2. This Resolution shall take effect on November 3, 2019.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held October 2, 2019, by the following vote:


AYES: *Davis, Goines, Metcha, Silverman*

NOES: *None*

ABSENT: *Galli*

  
\_\_\_\_\_

James Galli,  
President of the Board of Directors

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

Jeanne Villa, Clerk of the Board

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## Board of Directors (BOD)

### 225.1 PURPOSE AND SCOPE

To establish general guidelines for the roles and responsibilities of the Board of Directors as a group, and its members as individuals.

### 225.2 BOARD MEMBER TERMS

Board members are elected to four-year terms.

### 225.3 BASIS OF AUTHORITY

The legal authority for fire districts is derived from the Fire Protection District Law of 1987, found in the California Health & Safety Code.

### 225.4 BOARD MEMBERS

#### 225.4.1 BASIS OF AUTHORITY

The legal authority for fire districts is derived from the Fire District Law of 1987, found in the California Health & Safety Code.

#### 225.4.2 MEETINGS

- (a) Members of the Board of Directors should attend all regular and special meetings of the Board, if a Director will be absent, they should notify the Board President or designee as soon as possible.
- (b) ***Members of the Board of Directors shall receive \$200 for attending each District sanctioned meeting; including attendance at outside government agency meetings where the Board Member is an appointed representative to said agency; Board meetings; Workshops; Study Sessions; Special meetings; and Committee meetings, including attendance at District staff committee meetings where the Board Member is an appointed representative to that committee. The number of meetings for which a member of the Board of Directors may receive compensation shall not exceed four (4) meetings in any calendar month.***
- (c) Any Director may call the Chief, no later than 5:00 p.m., seven business days prior to the meeting date, and request any item be placed on the agenda. This item will then be discussed unless a majority of the Board votes not to consider the item.
- (d) Members of the Board of Directors may participate in:
  1. Teleconference or videoconference meetings as long as permitted by the Ralph M. Brown Act.
    - i. Exception-teleconferencing and videoconferencing may not be used for

# Novato Fire Protection District

## Novato FPD Fire Policy Manual

### *Board of Directors (BOD)*

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closed sessions of the Board.

- (e) The Board shall comply with all provisions of the Ralph M. Brown Act.
- (f) Meeting procedures will be in accordance with Rosenberg's Rules.
- (g) Voting Practices or Voting Authority shall be:
  - 1. 4 Affirmative Votes
    - i. Any transfer from, or expenditure of, the District's Rainy Day Committed Fund
    - ii. Expenditure of funds for investment purposes
    - iii. Passage of an urgency ordinance
    - iv. Discussion and action on an item not appearing on the posted agenda, when related to an emergency or disaster
    - v. Emergency exceptions to competitive bidding
  - 2. 3 Affirmative Votes
    - iii. Passage of an ordinance or resolution not requiring a supermajority
    - iv. Transfer of reserve funds no longer required for the purpose for which intended, excluding the general reserve, balance sheet reserves.
    - v. Designation or classification of funds received in excess of anticipated amounts
    - vi. Transfers or replenishment to the District's Rainy Day Committed Fund
    - vii. Any action resulting in the expenditure of funds
  - 3. Simple Majority of those present
    - iii. Routine agenda items not specified above

#### **225.4.3 BOARD EXPENSES**

- (g) Members of the Board of Directors shall be reimbursed for all pre-approved.
- (h) Legitimate expenses incurred in attending meetings or in making any trips on official business of the Board when so authorized. Reimbursement amounts incurred while travelling on official District business, for conferences/classes, etc. are listed in the District's Travel and Reimbursement Policy 220.
- (i) The District will pay for Directors' expenses while attending functions in an official capacity, when authorized by the Board of Directors. If the functions involve travel, accommodation and/or registration fees, the Travel and Reimbursement policy 220 guidelines shall apply.
- (j) Directors may incur reasonable incidental expenses that are reimbursable with a receipt and directly related to District business.

#### **225.5 BOARD OFFICERS**

- (a) Officers shall serve a one-year term with elections held in December. Any vacancies in the Board officers shall result in a special election with the newly elected officer to fill the balance of the term in question. There is no assumed right of succession in Board officers.

# Novato Fire Protection District

## Novato FPD Fire Policy Manual

### *Board of Directors (BOD)*

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- (b) President
  1. The President of the Board of Directors shall serve as Chairperson at all Board meetings. The President has the same rights and responsibilities as any Director;
  2. Serves as the public spokesperson for the Board of Directors unless delegated to another party or unavailable;
  3. Conducts meetings in accordance with the Brown Act, and the parameters set forth in this document;
  4. Enforces the agreed-to rules on the meeting process;
  5. Reviews and approve the agenda with the Fire Chief prior to distribution;
  6. Signs/executes Board actions.
- (c) Vice President
  1. In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board;
  2. Has the same rights and responsibilities as any Director;
  3. Conducts meetings in accordance with the Brown Act, and the parameters set forth in this document in the absence of the President.
- (d) Secretary
  1. In the absence of the President and Vice President of the Board of Directors, the Secretary will act as chairperson;
  2. Has the same rights and responsibilities as any Director;
  3. Conducts meetings in accordance with the Brown Act, and the parameters set forth in this document in the absence of the President and Vice President.

### **225.6 GENERAL DUTIES OF THE BOARD**

- (a) Directors should thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff or exchanged between Directors before meetings.
- (b) Information that is exchanged before meetings shall be distributed through the Chief, and all Directors will receive all information being distributed.
- (c) Directors shall defer to the President for conduct of meetings of the Board, but shall be free to question items on the agenda. All comments should be confined to the matter being discussed by the Board.
- (d) Directors may request an inclusion for the minutes, brief comments pertinent to an agenda item, only at the meeting that the item is discussed (including, if desired, a position on abstention or dissenting vote).
- (e) Individual Directors by themselves have no independent authority. The voice of our citizens is derived from a majority of the Board of Directors. Individual Board members may use their name and title without implying that their opinions represent the opinion of the entire Board or the Fire District when endorsing issues or candidates.
- (f) The Board will not endorse candidates nor non-fire district ballot measures.

# Novato Fire Protection District

Novato FPD Fire Policy Manual

## *Board of Directors (BOD)*

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### **225.7 ROLES AND RESPONSIBILITIES**

#### **225.7.1 THE BOARD**

Roles and responsibilities include:

- (a) Representing interests of District residents.
- (b) Overseeing District financial management.
- (c) Hiring the Chief.
- (d) Assigning responsibility for policy implementation to the Chief.
- (e) Identifying issues to be addressed.
- (f) Defining critical issues.
- (g) Developing a Mission Statement, Vision Statement, goals, and measurable objectives and monitoring the same.
- (h) Providing guidance and approving a Strategic Plan to serve the District's Mission. Monitoring the status and progress of the Strategic Plan.
- (i) Acting as a steward of District property; preserving District assets.
- (j) Providing organizational direction and guidance.
- (k) Striving to see that District business is conducted in accordance with all applicable laws, statues, regulations and codes, etc.
- (l) Developing a list of qualifications, job description, and evaluation process for the Fire Chief.

#### **225.7.2 BASIC RESPONSIBILITIES OF INDIVIDUAL DIRECTORS**

- (a) To be familiar with the laws and policies governing the District.
- (b) To understand the nature of the fire service business.
- (c) To maintain regular attendance at Board meetings.
- (d) To support decisions made by the Board, even if there is individual disagreement with those decisions.
- (e) To refrain from involvement in the day-to-day operations of the District.
- (f) To actively participate in Board appointed committees.
- (g) To be familiar with District financing.
- (h) To be an ambassador of the District, accurately supporting District issues and concerns.
- (i) To practice open and timely communications

### **225.8 COMMUNICATIONS BETWEEN INDIVIDUAL DIRECTORS AND STAFF**

- (a) All significant requests of staff will be made at Board meetings, so that all Directors may have an opportunity to comment and revise the request.



# Novato Fire Protection District

## Novato FPD Fire Policy Manual

### *Board of Directors (BOD)*

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- (b) Individual Directors may request clarification or ask questions of staff, but should channel the request through the Fire Chief. Simple and quick requests may go directly to staff (IT questions, confirming meeting times, etc.).
- (c) If a Director's request requires any of the following from District staff,
  - 1. More than four hours total staff time,
  - 2. Exceeds budgeted allotment, or
  - 3. If item is unbudgeted, the Chief will place the item on the next agenda.
  - 4. The Chief will review all agenda items with the Board President prior to distributing the agenda.
- (d) Directors will not use personal e-mail for conducting District business; or other forms of technology for individual or serial meetings.

### **225.9 COMMITTEES OF THE BOARD**

- (a) The Board may create and maintain subcommittees for the purpose of investigating, reviewing and studying issues in order to make recommendations to the full Board of Directors.
- (b) The Committees will function under the authority of their charters for their purpose as defined by the Board of Directors.
- (c) Committee Selection
  - 1. Committee members will be determined by nomination and vote by the Board

### **225.10 CONFLICT OF INTEREST AND INCOMPATIBLE ACTIVITIES**

- (a) Conflicts of Interest (Financial) - Political Reform Act of 1974 requires:
  - 1. Disclosure of reportable economic interests, conducted annually on Form 700 Statement of Economic Interests
  - 2. Disqualification from making or participating in a decision, or using official position to influence or attempt to influence a decision in which there is a conflict of interest as defined in the Political Act of 1974.
- (b) Conflicts of Interest (Contracts) - Government Code Section 1909, et seq. prohibit a public official from being financially interested in a contract or sale in both public and private capacities.

### **225.11 TRAINING**

- (a) Mandated Training
  - 1. AB 1234 Ethics Training – every 2 years
  - 2. Harassment Training – every 2 years
- (b) Suggested Training
  - 1. Brown Act and Rosenberg's Rules Training annually at January Board meeting
  - 2. Elected Officials Guide to Emergency Operations Center

**RESOLUTION NO. 2019-13**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NOVATO FIRE PROTECTION DISTRICT  
DESIGNATING OCTOBER 2019 AS  
NATIONAL BREAST CANCER AWARENESS MONTH**

**WHEREAS**, the governing body of The Novato Fire Protection District expresses their support in designating October 2019 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 268,000 new cases of breast cancer will be diagnosed this year and more than 41,000 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 a designated week in October, we can wear pink giving an image of hope and encouragement to those who fear being alone during their battle for life. Therefore, firefighters and staff will don pink showing 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 2019 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 2nd day of October 2019 by the following vote:

Ayes: *Davis, Goines, Nuetcho, Silverman*

Noes: *None*

Absent: *Galli*

*James Galli*  
\_\_\_\_\_  
James Galli, President, Board of Directors

Attest:

*Jeanne Villa* *James Galli*  
\_\_\_\_\_  
Jeanne Villa, Clerk of the Board

**RESOLUTION NO. 2019-14**

**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 17, 2019 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 17 at 10:17 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.

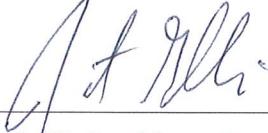
**PASSED AND ADOPTED** by the Board of Directors, Novato Fire Protection District, on the 2nd day of October 2019 by the following vote:

AYES: *Davis, Goines, Metcho, Silverman*

NOES: *None*

ABSENT: *Galli*

Novato Fire Protection District



James Galli, President, Board of Directors

Attest:



Jeanne Villa, Clerk of the Board

RESOLUTION NO. 2019-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST NICHOLAS BARLUPE**

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

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

WHEREAS, the Board of Directors finds that salary and benefits for Wildfire Mitigation Specialist Nicholas Barlupe, 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 2<sup>nd</sup> day of October, 2019, by the following vote:

AYES: Silverman, Metcho, Davis, Goines

NOES: None

ABSTAIN: None

ABSENT: Galie

Attest: Rann Falli

J. J. Ali  
President, Board of Directors





Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Nicholas Barlupe

## TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Salary

Article IV: Benefits Article

Article V: Leaves Article

Article VI: Driver's License Requirements

Article VII: Existing District Personnel Rules, Policies and Procedures

Article VIII: Additional Provisions

# Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Nicholas Barlupe. This employment agreement will be in effect October 3, 2019 through September 30, 2021. If either party chooses to terminate employment, the employment agreement will be discontinued.

## ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

## ARTICLE II – AT WILL EMPLOYMENT

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

## ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective October 3, 2019.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 10/3/2019	\$41.50/hour

## ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

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

B. Overtime Pay

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

C. Physical Fitness

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



Specialist and his dependents.

F. Vision Insurance

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

G. Social Security

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

H. Life Insurance, All Tiers

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

I. Disability - AFLAC Insurance, All Tiers

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

J. Employee Assistance Program (EAP)

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

## ARTICLE V - LEAVES

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

A. Bereavement Leave

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

B. FMLA Leave

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

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

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

C. Floating Holidays

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

D. General Sick Leave

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

E. Sick Leave Incentive

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

F. Office Holidays

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

G. Vacation

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



## **ARTICLE VI – DRIVER LICENSE REQUIREMENTS**

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

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

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

## **ARTICLE VIII – ADDITIONAL PROVISIONS**

### **A. Severability.**

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

### **B. Modification, Amendment, Waiver.**

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

### **C. Governing Law.**

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

### **D. Counterparts.**

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



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



Wildfire Mitigation Specialist Nicholas Barlupe

10/3/19

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

10/15/19

Date

RESOLUTION NO. 2019-16

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST LANCE MACDONALD**

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

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

WHEREAS, the Board of Directors finds that salary and benefits for Wildfire Mitigation Specialist Lance Macdonald, 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 2<sup>nd</sup> day of October, 2019, by the following vote:

AYES: *all present, Metcho, Silverman, Gomes, Davis*

NOES: *none*

ABSTAIN: *none*

ABSENT: *Grallie*

Attest: *Ramon Gallie*

*[Signature]*  
President, Board of Directors



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Lance Macdonald

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## Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Lance Macdonald. This employment agreement will be in effect October 3, 2019 through September 30, 2021. If either party chooses to terminate employment, the employment agreement will be discontinued.

### ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

### ARTICLE II – AT WILL EMPLOYMENT

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

### ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective October 3, 2019.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 10/3/2019	\$41.50/hour

### ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

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

B. Overtime Pay

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

C. Physical Fitness

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

D. Health Insurance - Medical

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

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

*District Employer Contribution for Medical Insurance Benefits*

On January 1, 2011 or the earliest allowable date, the District agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing members and their dependents with access to medical insurance benefits. Members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

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

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

*Supplemental Benefit Allowance*

The District agrees to provide a Supplemental Benefit Allowance to all fulltime represented members eligible to participate in the District's medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

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

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

E. Dental Insurance

The District shall pay 100% of the premium for dental coverage for the Wildfire Mitigation



Specialist and his dependents.

F. Vision Insurance

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

G. Social Security

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

H. Life Insurance, All Tiers

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

I. Disability - AFLAC Insurance, All Tiers

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

J. Employee Assistance Program (EAP)

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

## ARTICLE V - LEAVES

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

A. Bereavement Leave

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

B. FMLA Leave

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

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.

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

C. Floating Holidays

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

D. General Sick Leave

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

E. Sick Leave Incentive

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

F. Office Holidays

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

G. Vacation

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



## **ARTICLE VI – DRIVER LICENSE REQUIREMENTS**

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

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

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

## **ARTICLE VIII – ADDITIONAL PROVISIONS**

### **A. Severability.**

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

### **B. Modification, Amendment, Waiver.**

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


### **C. Governing Law.**

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

### **D. Counterparts.**

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

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



Wildfire Mitigation Specialist Lance Macdonald

9/5/19

Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

10/15/19

Date

**RESOLUTION NO. 2019-17**

**RESOLUTION OF THE NOVATO FIRE PROTECTION DISTRICT AUTHORIZING THE PRESIDENT OF THE BOARD OF DIRECTORS TO AUTHORIZE THE NOVATO FIRE PROTECTION DISTRICT'S PARTICIPATION IN THE JOINT EXERCISE OF POWERS AGREEMENT TO PARTICIPATE IN AND FORM THE MARIN WILDFIRE PREVENTION AUTHORITY**

**WHEREAS**, Marin County residents, including those within the jurisdictional boundaries of the District, are faced with significant and increasing risk of wildfires that do not respect jurisdictional boundaries, with immediate action and sustained commitment needed to protect Marin residents, homes and businesses; and

**WHEREAS**, intensifying climate change and extensive fuel build-up are contributing to the increased threat of wildfire throughout Marin County and, to the extent possible, should be addressed through ecologically sound practices that minimize release of greenhouse gases and protect the biodiversity and resilience of Marin's landscapes; and

**WHEREAS**, our county's nearly 260,000 residents receive fire protection and emergency response services from 19 separate cities, towns fire districts and county, where no single agency currently exists for coordinating wildfire prevention; and

**WHEREAS**, local fire agencies and emergency service providers must work together in close coordination to develop and implement a comprehensive wildfire prevention and mitigation plan; and

**WHEREAS**, the most effective way to protect all of our community from the risk of wildfire is to come together in a joint powers authority to implement a countywide program of priority wildfire prevention, education and suppression actions; and

**WHEREAS**, in 2018 Marin County published *Lessons Learned from North Bay Fire Siege*, summarizing key findings and conclusions from the 2017 wildfires that devastated Sonoma, Napa, Lake, Solano and Butte counties, burned nearly 250,000 acres, destroyed nearly 9,000 structures, forced 90,000 evacuations, caused \$14.5 billion in property damage and killed 44 people; and

**WHEREAS**, the proposed Marin Wildfire Prevention Authority will be a collective effort by all residents and property owners to build a resilient community and reduce the threat of wildfire, including improving emergency alert and warning systems to enhance early alert for organized evacuations, expanding coordinated efforts to reduce combustible vegetation; improving evacuation routes and infrastructure to enhance traffic flow and promote safe evacuations; enhancing defensible space and structure evaluations and educating owners about how to reduce the vulnerability of buildings to wildfire; creating and sustaining a coordinated local wildfire public safety and disaster preparedness program; and



**WHEREAS**, efforts are needed to assist seniors, persons with disabilities, and low income households to maintain defensible space, make homes fire resistant, and prepare for emergencies to mitigate wildfire threats to structures and defensible space; and

**WHEREAS**, each of Marin's communities has unique local needs, the Marin Wildfire Prevention Authority will seek to address these specific local needs with a local wildfire mitigation program that assists local fire agencies in meeting unique community needs while sustaining a core countywide program for consistency; and

**WHEREAS**, the Board of Directors is presented for its consideration and acceptance a Joint Exercise of Powers Agreement authorizing the Novato Fire Protection District's participation in the Marin Wildfire Prevention Authority to jointly develop and fund protection of all Marin communities from the risk of wildfire on a regional basis; and

**NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

1. The Board of Directors hereby authorizes the Novato Fire Protection District to enter into the Joint Exercise of Powers Agreement (JPA) to participate in and form the Marin Wildfire Prevention Authority.
2. The President of the Board of Directors is authorized to execute the "Joint Exercise of Powers Agreement, Marin Wildfire Prevention Authority," in a form substantially similar to that attached hereto as **Exhibit A**, and to bind the District by his signature to the terms thereof.
3. The Board of Directors further recommends that the County of Marin consider and adopt an ordinance authorizing the levy of a Parcel Tax as a Measure for the March 2020 ballot.


PASSED AND ADOPTED at a regular meeting of the Novato Fire Protection District held on this 2nd day of October 2019, by the following vote:

AYES: *Davis, Goines, Metchko, Silverman*

NOES: *none*

ABSENT: *galli*

  
\_\_\_\_\_  
James Galli, President

ATTEST:  
  
\_\_\_\_\_  
Jeanne Villa, Clerk of the Board



**JOINT EXERCISE OF POWERS AGREEMENT  
FOR  
MARIN WILDFIRE PREVENTION AUTHORITY**

This Joint Exercise of Powers Agreement for Marin Wildfire Prevention Authority (“Agreement”) is entered into pursuant to Sections 6500 *et seq.* of the California Government Code, by and between the following local agencies: the cities of San Rafael, Mill Valley, Larkspur and Belvedere (“Cities”); the towns of San Anselmo, Corte Madera, Fairfax, and Ross (“Towns”); the County of Marin (including Service Areas 13, 19 and 31 collectively referred to as “County”); the Fire Protection Districts of Southern Marin, Novato, Tiburon, Kentfield, Stinson Beach, Bolinas, and Sleepy Hollow, the Marinwood Community Services District, the Inverness Public Utility District, and Muir Beach Community Services District (“Districts”); “Cities,” “Towns,” “County,” and “Districts” are referred to in their individual capacities outside of this Agreement as “Local Agencies,” and are referred to for the purposes of participation in this Agreement as “Member” or “Members”.

**RECITALS**

**WHEREAS**, the growing wildfire risk in Marin County does not respect jurisdictional boundaries and needs immediate action and sustained commitment to better protect Marin residents, homes and businesses; and

**WHEREAS**, intensifying climate change and extensive fuel build-up are contributing to the increasing threat of wildfire throughout Marin County and, to the extent possible, should be addressed through ecologically sound practices that minimize release of greenhouse gases and protect the biodiversity and resilience of Marin’s landscapes; and

**WHEREAS**, individual homes and properties are only as fire resilient as the surrounding homes and properties within each neighborhood or area; and

**WHEREAS**, the more than 260,000 people living in Marin County receive fire protection and emergency response services provided by 19 separate cities, towns, fire districts and the County of Marin and no single agency currently exists for coordinating wildfire prevention; and

**WHEREAS**, local fire agencies, communities, emergency service providers, city and towns governments and the County of Marin must coordinate wildfire prevention and disaster preparedness and mitigation, including maintaining defensible space, reducing combustible vegetation, making homes fire resistant and planning for organized evacuation in an emergency; and

**WHEREAS**, in 2016 the Marin County Fire Department published a *Community Wildfire Protection Plan*, identifying specific steps needed to reduce the risk of wildfire and related loss of life and property in Marin; and

**WHEREAS**, in 2018 Marin County published *Lessons Learned from North Bay Fire Siege*, summarizing key findings and conclusions from the 2017 wildfires that devastated

Sonoma, Napa, Lake, Solano and Butte counties, burned nearly 250,000 acres, destroyed nearly 9,000 structures, forced 90,000 evacuations, caused \$14.5 billion in property damage and killed 44 people; and

**WHEREAS**, in 2019 the Marin County Civil Grand Jury issued *Wildfire Preparedness: A New Approach*, a report identifying an urgent need for a coordinated wildfire prevention program in Marin and providing detailed recommendations for reducing wildfire risk and securing dedicated funding for wildfire prevention programs; and

**WHEREAS**, efforts are needed to assist seniors, persons with disabilities, and low-income households to maintain defensible space, make homes fire resistant, and prepare for emergencies to mitigate wildfire threats to structures and defensible space; and

**WHEREAS**, each of Marin's communities has unique local needs such as wildfire risk from homeless encampments or road widening for safe evacuations and the Marin Wildfire Prevention Authority will seek to address these specific local needs with a local wildfire mitigation program that assists local fire agencies in meeting unique community needs while sustaining a core countywide program for consistency; and

**WHEREAS**, the most effective way to protect all of our communities from the risk of wildfire is to come together in a joint powers authority to implement a countywide program of priority fire prevention, education and vegetation management; and

**NOW, THEREFORE**, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, the Members agree as follows:

**SECTION 1. Authority and Purpose**

- a. This Agreement is made under the authority of Sections 6500 through 6515, inclusive, of the California Government Code, among the Members.
- b. The purpose of this Agreement is to establish a Joint Powers Authority separate from the Local Agencies. This Joint Powers Authority is to be known as the Marin Wildfire Prevention Authority ("Authority"). The Authority will plan, finance, implement, manage, own and operate a multi-jurisdictional and county-wide agency to prevent and mitigate wildfires in Marin County. Each member individually has the statutory ability to provide fire suppression, protection, prevention and related incidental services. The purpose and intent of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

**SECTION 2. Term of Agreement**

This Agreement becomes effective upon the first date that at least half of the 19 Local Agencies listed above (i.e. 10 Local Agencies) have approved this Agreement at a public meeting. It shall remain in effect until it is terminated pursuant to Section 16.

### **SECTION 3. Membership**

- a. **Initial Membership.** To become an initial Member, a Local Agency must execute this Agreement and approve the County of Marin placing the tax measure on the ballot by October 31, 2019. A Local Agency geographically located in Marin County that possesses fire management responsibilities must adopt a resolution of their governing board to become a participating signatory to this Agreement and Member of the Authority. Should an entity defined in this Agreement as a Member of the Authority fail to meet the October 31, 2019 deadline for approval of the Agreement and tax measure, this Agreement shall be interpreted to remove that Local Agency from the definition of Member, and any rights or responsibilities of that entity shall not apply.
- b. **Successor Membership.** If, due to changes in circumstances (including, but not limited to changes in fire suppression responsibility approved by LAFCO) a Member's fire suppression responsibility is transferred to a new or different public agency, that new or different public agency shall be admitted as a Member upon approval of such membership and this Agreement by such public agency's governing body.
- c. Should the tax measure to fund the Authority fail to pass in an election in March 2020, this Agreement is terminated and shall be of no further effect upon certification of the election results.

### **SECTION 4. Board of Directors**

- a. The Authority will be governed by a Board of Directors comprising elected leaders from each Member to ensure that wildfire programs and resources are directed to areas of greatest need and opportunity for community benefit.
- b. The Authority shall be governed by the Board of Directors which is hereby established. The Authority shall not have responsibility for any services or duties set forth in this Agreement unless and until the tax measure is passed by the voters in a certified election. The Board of Directors shall be comprised of Directors who are elected officials of the Members, and each Member shall have one Director on the Board of Directors.
- c. The Board of Directors shall hold at least two meetings each year as determined by its bylaws. Special Meetings of the Board may be called in accordance with the provisions of the Brown Act and Government Code Section 54956.
- d. Minutes of the adjourned, regular and special meetings of the Board shall be kept and said minutes shall be forwarded to each member of the Board within thirty days after each meeting. A majority of the Directors of the Board will constitute a quorum; however, if the number of Members is an even number, then 50% of the Directors of the Board will constitute a quorum. In the event of a meeting of the Board with less than a quorum, the present Directors will only have the power to dismiss a meeting. For purposes of conducting business, a majority of the

quorum will be authorized to act on behalf of the Authority, subject to the voting conditions set forth in Section 4.f.

- e. The Board shall elect, at its first meeting of each fiscal year, a President and Vice President. The President and Vice President shall serve one-year terms, but can be re-elected. The President shall represent the Authority and execute any contracts and other documents when required by the bylaws. The Vice President shall serve in the absence of the President.
- f. **Voting.** For all votes conducted by the Board, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the Directors present vote in favor of a motion, and (2) the Directors present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.
- g. The Board may adopt from time to time such policies, procedures, bylaws, rules and regulations for the conduct of its affairs as deemed necessary by the Board.

#### **SECTION 5. Powers of the Authority**

- a. The Authority shall have all of the necessary powers and authorities granted by law to exercise the common powers of its members in providing wildfire suppression, protection, prevention and related and incidental services, with members retaining all powers.
- b. The Authority shall have all of the necessary powers to evaluate structures and defensible space and provide structural fire protection advice to enhance compliance of parcels of land and buildings meeting local fire and building codes, as well the power to create neighborhood and public education programs to reduce wildfire vulnerability and improve neighborhood preparedness.
- c. The Authority may contract with private companies and public agencies to create, implement and operate the Authority to provide wildfire protection and prevention, as well as to ensure buildings meet fire and building codes.
- d. The Authority may make and enter into contracts; adopt budgets; employ and retain agents and personnel; retain legal counsel; retain consultants and engineers; acquire grants; acquire, hold, lease and dispose of real and personal property; accept donations; sue and be sued; and possess and exercise all other powers common to the Members. The intent of this provision is to allow the Authority flexibility in making fiscally sound staffing decisions.
- e. The Authority may incur debt and issue bonds or any like instruments of no more than 10% of its annual budget in order to efficiently provide the service enumerated herein in compliance with the pertinent sections of the Government Code of the State of California. Specifically, the Authority can incur debt in its own name under any law authorizing a joint power authority to do so, including

Government Code Section 6540 *et seq.*, and the Marks-Roos Local Bond Pooling Act of 1985, and Government Code Section 6584 *et seq.*

- f. The Authority may authorize taxes pursuant to Government Code Sections 50075 *et seq.*, 53978, or any successor statutes as approved by voters in an election held in March 2020. No subsequent taxes or fees may be raised by the Authority without approval of Members.
- g. The Authority may exercise the powers permitted pursuant to Government Code Section 6504 or any successor statute. Pursuant to Government Code Section 6509.5, the Authority is entitled to invest any money in the treasury that is not required for the immediate necessities of the Authority.
- h. The Authority may do all things necessary and lawful to carry out the purpose of this Agreement.
- i. As required by Government Code Section 6509, one Member must be designated such that the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the Member. The County of Marin is designated as the Government Code Section 6509 public entity.

#### **SECTION 6. Operations Committee**

- a. The Operations Committee shall be responsible for creating a recommended annual budget for the Board and for creating a recommended annual work plan. The Operations Committee shall meet at least twice per year at a reasonable time before the Board must establish its budget. The Operations Committee representatives should strive for a balance of executive/administrative and fire expertise on the committee. The Operations Committee shall be composed of nineteen representatives who are agency staff, one from each of the Members.
- b. **Voting.** For all votes conducted by the Operations Committee, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the representatives of the Operations Committee present vote in favor of a motion, and (2) the representatives of the Operation Committee present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.

#### **SECTION 7. Advisory/Technical Committee**

- a. The Advisory/Technical Committee shall be responsible to the Operation Committee for expert advice and recommendations regarding how the programs of the Authority should be developed and implemented. The Advisory/Technical Committee shall be comprised of one technical staff member from each Member agency and the Board shall adopt bylaws that establish the manner of appointment to the Advisory Technical Committee.

- b. The Advisory/Technical Committee shall hold at least two meetings each year. Special meetings may be called in accordance with the provisions of Government Code Section 54956.
- c. Agencies and entities such as Marin County towns or cities that are not a Member, Marin Municipal Water District (“MMWD”), Marin County Open Space District (“MCOSED”), National Park Service, State Parks, and FIRESafe MARIN may be invited to participate as at-large, non-voting Advisory/Technical Committee members. In addition, relevant Marin County land management agencies, private companies and community organizations may be invited by the Board to participate as at-large, non-voting Advisory/Technical Committee members. Said at-large Advisory/Technical Committee members shall be fully recognized by the Advisory/Technical Committee for the purpose of interaction and discussion. These at-large Advisory/Technical Committee members shall be appointed by their respective organizations.

#### **SECTION 8. Citizens’ Oversight Committee**

The Board of Directors will create a Citizens’ Oversight Committee. The Citizens’ Oversight Committee will review Authority spending on an annual basis following the report from the Treasurer. After review of the previous year’s work program and the financial audit, the Citizens’ Oversight Committee will adopt a report describing the extent to which the funds have been spent consistent with the tax measure and provide feedback to the Board of Directors. Citizens’ Oversight Committee participants will be residents who are neither elected officials of any government entity, nor public employees of any Member. Service on the Citizens’ Oversight Committee will be restricted to individuals who reside in Marin County. Participants on the Citizens’ Oversight Committee will be required to submit a statement of financial disclosure and participation will be restricted to individuals without economic interest in any of the Authority’s projects. The Citizens’ Oversight Committee may create subcommittees to monitor the deliberations of the Board of Directors, Operations Committee, and the Advisory/Technical Committee. The Board of Directors shall appoint participants to Citizens’ Oversight Committee from applications received as set forth below:

- Five participants, each residing in one of these five general geographical areas: West Marin, Novato, San Rafael, Central Marin, and Southern Marin.
- One participant from a taxpayer organization of Marin County.
- One participant from environmental organizations of Marin County.
- One participant from FIRESafe MARIN or similar fire prevention organization.
- One participant from a non-partisan civic organization such as League of Women Voters.

#### **SECTION 9. Funding**

- a. The Board shall adopt an annual budget for the Authority’s activities within ninety (90) days of the date the Elections Office certifies the successful passage of the tax measure proposed concurrently with this Agreement to fund this Authority, and by June 1 of each succeeding year. In adopting the annual budget,



the Board must consider recommendations from the Operations Committee. The annual budget shall identify the programs of the Authority and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget. To the extent changes to the budget under California law require approval of more than a simple majority of Members, the population representation requirement of Section 4.f. shall not increase.

- b. The core program functions of the Authority will be funded by 60% of the tax measure proceeds and will consist of, but not be limited to, vegetation management; wildfire detection; evacuation plans and alerts; grants; and public education. The Authority may allocate core funds to local wildfire prevention efforts, should the Board of Directors determine the core functions of the Authority are being served.
- c. Defensible space and fire-resistant structure evaluations, and mitigation of fire threats thereof, will be funded by 20% of the tax measure proceeds and will be done on a shared service basis or by the responsible Member consistent with Section 10. Within the defensible space program, an Abatement program shall be created by the Authority, funded with 2% of the total tax measure proceeds. Funds from this Abatement program are retained by the Authority, notwithstanding a Member selecting to locally administer pursuant to Section 10. The Authority will only enforce a uniform abatement code. Litigation of abatements is the responsibility of the Member.
- d. Local-specific wildfire prevention efforts will be funded by 20% of the tax measure proceeds and allocated to each Member in proportion to revenue raised in each Member's respective tax rate areas. Members must certify that the tax measure proceeds are used consistent with the purpose of the Authority and that the tax measure expenses result in a higher level of service than would otherwise be provided by the Member.
- e. An administrative cost of not more than 10% will be budgeted for each program, i.e. the core program functions and the Authority administered defensible space evaluation program. Should a Member locally administer the defensible space evaluations pursuant to Section 10, an administrative cost will not be withheld by the Authority for that program. The Board shall determine the methodology for calculating administrative costs.
- f. In Fiscal Year 2025-26, 2030-31, 2035-36 and continuing every five years thereafter, the Board may alter the funding levels of the core program functions of subsection 9.b. and the defensible space evaluations from subsection 9.c. The local-specific wildfire prevention efforts of subsection 9.d. will remain funded by 20% of the tax measure proceeds. A vote to alter the funding levels pursuant to this section shall require two-thirds approval of Directors voting to alter the funding levels, while maintaining the over 50% of the population represented by the Member agencies requirement in accordance with the voting rules set forth in Section 4.f. Should the Board approve changes to the funding levels of the

programs, to provide adequate notice to Member agencies, those changes will not go into effect until two fiscal years after the changes were approved. For example, if funding levels of programs are altered during Fiscal Year 2025-26, those changes will not be implemented until the budget of Fiscal Year 2027-28.

**SECTION 10. Option to Locally Administer the Section 5.b. Defensible Space Program**

- a. Should a Member choose to locally administer the Authority power set forth in Section 5.b., that member shall evaluate structures and defensible space so property owners can enhance compliance with fire and building codes through homeowner education and, as necessary, enforcement follow-up. The Member choosing to locally administer the powers in Section 5.b. must certify that the Member shall use the funds provided by the Authority exclusively to evaluate defensible space and to enhance compliance with structures and land meeting fire and building codes, and not for any other purpose. Tax measure proceeds will be allocated to Members choosing to locally administer in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas, as determined by the Board. For those Members remaining in the defensible space program, the Authority will expend the tax measure proceeds in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas. Additionally, the Authority shall be entitled to retain 2% of the overall tax measure proceeds for the Authority's Abatement program, regardless of how many Members choose to exclusively manage their own defensible space program.
- b. Eligibility for a Member to elect to locally administer the defensible space program shall be effective beginning in Fiscal Year 2027-28, 2032-33, 2037-38 and continuing every five years thereafter. A Member must provide notice that it elects to opt-out or rescind its opt-out election by October 31 for the next fiscal year beginning on July 1. A Member may opt-out of the defensible space program before May 30, 2020 by providing notice to the Authority. Members can only subsequently opt out during certain years as set forth above. A Member choosing to exclusively manage its own defensible space program may be responsible for a reasonable exit fee, as determined by the Authority. Members can opt-back-in at any time by providing notice that it elects to opt-back-in by October 31 for the next fiscal year beginning on July 1.

**SECTION 11. Exemptions**

The Authority shall be responsible for technical tax adjustments, consistent with the ballot measure. Whenever possible, the Authority must defer to reasonable requests from the Marin County Tax Collector to accommodate exemptions for parcels that are roads or creek beds, as well as split parcels ineligible for an assessor parcel combination solely because the parcels are not in the same tax rate area.

**SECTION 16. Termination; Disposition of Assets.**

- a. Should the tax measure to be placed on the ballot in March 2020 fail to pass or is subsequently repealed, this Agreement is terminated and shall be of no further effect upon certification of the election results.
- b. In accordance with Government Code Section 6512, upon termination of this Agreement, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made by the tax payers of each Member's jurisdiction. Any other property of the Authority shall be divided among the Members in such manner as shall be determined by the Authority in accordance with California law.
- c. If the tax measure is rescinded, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

**SECTION 17. Severability**

If any provision of the Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

**SECTION 18. No Rights to Third Parties**

All of the terms, conditions, rights and duties provided for in the Agreement are, and shall always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement. Nothing in this Section shall be interpreted to preclude the work of the Authority being done on private land.

**SECTION 19. Notices.**

Notices to Members under this Agreement shall be sufficient if delivered to the City Clerk or chief secretarial officer of the Member, or to any other person designated in writing by the Member.

**SECTION 20. Prohibition Against Assignment.**

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest or assets under this Agreement.

**SECTION 21. Amendments**

This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of three-fourths (3/4) of the governing boards of the Members, so long as any amendment comports with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement.

**SECTION 22. Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements whether written or verbal. There are no oral understandings or agreement not set forth in writing herein. An such agreements merge into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized as of the date of approval by the public agencies that are parties hereto. This Agreement shall be executed in counterparts.

Dated: 10/15/19

Pat Gelli  
By: PRESIDENT.